

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

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

Request that negotiations be conducted only with Cooper Industries/Crouse Hinds _____ for the _____ services described herein.
 (Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # 43539, copy attached) or _____ Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the _____

_____ (Attach List) Pre-Assigned Specification No. _____
 (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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

Contract #: _____ Company or Agency Name: _____
 Specification # _____ Contract or Program Description: _____
 Modification #: _____ (Attach List, if multiple)
Matt Marich 773-838-0627 Matt Marich Aviation Midway May 21, 2009
 Originator Name Telephone Signature Department Date

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

<input checked="" type="checkbox"/> PROCUREMENT HISTORY SEE ATTACHED Cooper Industries will take over servicing Airfield Lighting Systems that once were contracted to Transtech Airport Solutions. Transtech Airport Solutions is no longer in business. The existing system was designed by Crouse Hinds and is part of Cooper Industries.
<input checked="" type="checkbox"/> ESTIMATED COST for 5 years \$266,830.00 SEE ATTACHED: - \$46,750.00 yr. one. \$49,555.00 yr. 2, \$52,775.00 yr. 3, \$56,475.00 yr. 4, \$61,275.00 yr. 5 includes all labor & materials.
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS Unlimited phone support and remote access to system, provide newly released software upgrades and installation, two on site visits per year to PM the system and train staff, all parts included. Tech people on site. <input checked="" type="checkbox"/> SEE ATTACHED
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY: Letter to verify a proprietary system. Cooper Industries is the sole source provider for Crouse Hinds ALCS equipment. SEE ATTACHED
<input checked="" type="checkbox"/> OTHER Copies of old Transtech contract cover sheet. This is a computerized system controlled at the tower for lighting intensity.

APPROVED BY: Lois Marie S. DeVillio 5/29/09 [Signature] 06/02/09
 DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE

Monty M. Auger
Chief Procurement Officer

6/10/09
Approval Date

DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: 5/27/09	Contact Person: David Bowman
REQ No.: 43539	Tel: 686-7089 Fax: 894-1841 E-mail: dbowman@cityofchicago.org
Specification No.: (if known): 74768	Project Manager: Matt Marich
PO No.: (if known):	Tel: 838-0627 Fax: E-mail: @cityofchicago.org
Modification No.: (if known):	Previous PO No.: (if known):
Project Description: Maintenance and Repair of Airfield Lighting Control System (ALCS) at Midway International Airport	

FUNDING:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	09	610	85	4305	0140		0140			\$266,830

Estimated Value \$266,830

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

Blanket Agreement
 Standard Agreement
 Small Orders

MOD/AMENDMENT

Time Extension
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify):

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: Requested Term (number of months): 60 Months Extensions: 0

DPS PROJECT CHECKLIST

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

If applicable, Pre-Qualification Category No. Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other (fill in)

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes No

Will work be performed airside? Yes No

***NOTE:** Any non-construction Aviation request, complete the applicable section.

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

DPS PROJECT CHECKLIST

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer; or Dealer; or Other Source:)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed description of project listing obligations of each party.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form
- ITSC (approved by BIS)
- OBM (approved by Budget form/memo)
- Grant document attached

Attach any documentation indicating any previous purchase activity to assist in the procurement process

TELECOMMUNICATIONS AND UTILITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Scope of Services/Specification which sets forth all of the anticipated services and products the user department wants provided, including time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

Has the project been reviewed by BIS? Yes No

Attach copy of BIS Recommendation; Reservation(s); or participate under current contract.

Does the project include software? Yes No

If yes, is signed ITSC form attached? Yes No

Does the location involve:

A public way? Yes No

Any concession in the City's facilities? Yes No

Is it anticipated City Council approval of the project or contract will be required? Yes No

DPS PROJECT CHECKLIST

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Risk Management:

Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

Will services require the handling of hazardous/bio-waste material? Yes No

Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

If Modification or Amendment request, please verify and provide the following:

Contractor's Name: Crouse-Hinds
Contractor's Address: 1200 Kennedy Road
Windsor, CT 06095
Contractor's e-mail Address: dave.kohler@cooperindustries.com
Contractor's Phone Number: (860) 683-4324
Contractor's Contact Person: Dave Kohler

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 199 MIDWAY AIRPORT 5150 WEST 63RD STREET CHICAGO, ILLINOIS 60638, IL	REQUISITION: 43539 PAGE: 1 DEPARTMENT: 85 - DEPT OF AVIATION PREPARER: David A Bowman NEEDED: APPROVED: 5/27/2009
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REQUISITION DESCRIPTION

NEW NON COMPETITIVE PROCUREMENT BLANKET PO FOR MAINTENANCE AND REPAIR OF MIDWAY INTL AIRPORT AIRFIELD LIGHTING CONTROL SYSTEM (ALCS). 5 YEAR CONTRACT.
 SPECIFICATION NUMBER: 74768

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	9362504100	5.00	Year	0.00	0.00						
MAINTENANCE AND REPAIR OF AIRFIELD LIGHTING CONTROL SYSTEM. - INCLUDES PARTS, LABOR, TRAINING AND TECHNICAL SUPPORT (MIDWAY INTERNATIONAL AIRPORT)											
SUGGESTED VENDOR: CROUSE-HINDS						REQUESTED BY: David A Bowman					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	009	0610	0854305	0140	220140	0000	00000000	000000	00000	0000	0.00
LINE TOTAL:											0.00
REQUISITION TOTAL:											0.00



DEPARTMENT OF AVIATION

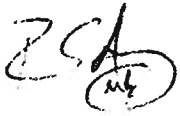
MEMORANDUM

Date: May 22, 2009

To: Montel M. Gales
Chief Procurement Officer

Attention: Terrence Galvin
General Counsel Procurement Services

James McIsaac
Deputy Procurement Officer

From: Rosemarie S. Andolino 
Commissioner

Subject: Request for Non-Competitive Procurement
Maintenance of Airfield Lighting Control System
(ALCS) at Midway International Airport
Vendor: Cooper Crouse-Hinds
Duration: 5 years
Estimated Value: \$266,830

The Department of Aviation (DOA) requests approval to proceed with a non-competitive procurement with Cooper Crouse-Hinds for the maintenance of the Airfield Lighting Control System (ALCS) at Midway International Airport. The system was originally installed in 1998 by Cooper Crouse Hinds and contains proprietary technology that only Cooper Crouse-Hinds or an authorized representative could maintain. This work was being provided under a sole source contract (PO 11850) with Transtech Airport Solutions scheduled to expire March 31, 2011, however Transtech has went out of business. Originally, Transtech was the sole service provider authorized by Cooper Crouse-Hinds to maintain their ALCS equipment. A copy of the original sole source for Transtech is attached to document this relationship. In light of Transtech's dissolution, Cooper Crouse-Hinds is bringing the maintenance work back under their control. Unfortunately, Cooper Crouse-Hinds is unwilling to assume the remainder of the Transtech agreement at the contracted terms and pricing. Although Transtech apparently filed for dissolution in August 2008, this information was only recently conveyed to the Department of Aviation. As a result of the abrupt cessation of service by Transtech, this new contract request needs to be expedited to ensure the ability to maintain this critical system. If this system were to fail, it could impact air safety at Midway as well as air traffic across the country.



This new maintenance agreement will provide regular scheduled maintenance visits as well as any repair (labor and materials) for a fixed annual fee. Cooper Crouse-Hinds anticipates requesting a full MBE or indirect waiver as they will self perform the labor with their own technicians and manufacture many of the replacement parts, leaving no practicable opportunity for direct MBE compliance. They plan on meeting and likely exceeding the 4.5% WBE requirement through the use of a local travel agent. Cooper Crouse-Hinds will however continue to look for possible areas for MBE/WBE inclusion in the meantime while the final contract is negotiated.

If you have any questions or need additional information regarding this request please contact David Bowman at 773-686-7089.

Thank you for your cooperation.

Procurement Type:	Non competitive	
Duration:	5 Years	
Estimated Cost:	\$266,830	
Funding:	610 85 4305 0140 0140	
User contact:	Matt Marich	Phone: 838-0627
User Deputy	Costos Simos	Phone: 838-0625
User Managing Deputy:	Erin O'Donnell	Phone: 838-0608

Reviewed by: Angela Manning, Managing Deputy Commissioner AMH

Attachments:
Non competitive Procurement Justification
Cooper Proposal
Transtech Sole Source Justification

5/7/2009

Service Agreement to Crouse-Hinds Airfield Lighting Control Systems
For
Midway Airport

Maintenance Support Agreement For Airport Lighting Control Systems Including Material With Fast On-Site Response

- ✓ Unlimited technical phone support will be provided during normal office hours with customer provided phone line for remote access to Digitrac system computer.
- ✓ Provide newly released software upgrades for the operating software that will enhance the overall performance of the system. Installation is free when coupled with another planned visit.
- ✓ Two on-site visits per year to do preventative maintenance on agreed to equipment and two days of training for airport personnel which will coincide with a preventative maintenance trip(s). The airport may specify the training topic(s).
- ✓ 7 X 24 hour hot line availability for technical assistance and dispatch of personnel. Personnel will be on site no later than 24 hours after the request. A delayed arrival after the 24-hour period unless hindered by weather will be credited to the airport with one free hour of service time* for every hour delayed past the 24 hour period.
- ✓ All parts included.

Note: Requests for technical support people on site will be treated as a priority request over those requests for service at sites where no service contract is in effect.

Notes:

- Service Agreement Payments are due within 30 days of service commencement. Services will not be furnished after the 30-day period until full payment received.

Price:

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance Support Agreement For Airport Lighting Control Systems Including Material With Fast On-Site Response	\$46,750.00	\$49,555.00	\$52,775.00	\$56,475.00	\$61,275.00

Crouse-Hinds Airport Lighting Products
1200 Kennedy Road
Windsor, CT 06095
860-683-4300



1/25/2009

To whom it may concern:

Crouse-Hinds Airport Lighting Products is the only Company authorized to execute maintenance contracts as required for post warranty support of the Crouse-Hinds Digitrac Airfield Lighting Control System.



DEPARTMENT OF AVIATION

MEMORANDUM

To: Dave Bowman

Date: March 30, 2009

From: Matthew Marich *M.M.*
Director of Facilities & Maintenance

Subject: Sole Source Emergency Contract

As you know we had a Sole Source Contract with Transtech Airport solutions to maintain our airfield lighting control system until March 31, 2011.

We were just informed that Transtech Airport Solutions is no longer in business and Cooper Industries will be taking over duties for airfield lighting controls service. This system was designed and manufactured by Crouse-Hinds which are part of Cooper Industries Inc., and has a proprietary operating system. It is now imperative that we institute a contract with Cooper Industries as soon as possible so we are not left without an avenue to service our system. This system must operate as per. FAA 139, AC 150/5340-26A as part of our Airport Certification Manual. This system controls all runway, taxiway, runway guard lights and signs on the airfield so the tower can control intensity. If this system has a failure we must operate manually 24/7 until we can find a method to service the equipment which pilots rely on. With this new contract we would like to maintain, if possible the same level of service or better from the past agreement. We would appreciate your immediate attention to this sensitive matter.

Attached are proposals and a letter to confirm the Cooper Industries proprietary maintenance of the system.

cc: Erin O'Donnell
Costas Simos



CHICAGO O'HARE
BEST AIRPORT IN NORTH AMERICA
1998 1999 2000 2001 2002 2003



TRANSTECH

Contract Summary Sheet

Contract (PO) Number: 11850

Specification Number: 33296

Name of Contractor: TRANSTECH AIRPORT SOLUTIONS

City Department: DEPT OF AVIATION

Title of Contract: MAINTENANCE OF MIDWAY AIRFIELD LIGHTING CONTROL SYSTEM

Term of Contract: Start Date: 4/1/2006

End Date: 3/31/2011

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$202,500.00

Brief Description of Work: MAINTENANCE OF MIDWAY AIRFIELD LIGHTING CONTROL SYSTEM

Procurement Services Contract Area: PRO SERV-AVIATION

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

Vendor Number: 50085769

Submission Date: JUN 26 2006

VENDOR NO.: 50085769

PURCHASE ORDER NO.: 11850

CONTRACTOR: TRANSTECH AIRPORT SOLUTION, INC.

SPECIFICATION NO.: 33298
REQ NO.: 19215

for

MAINTENANCE, REPAIRS AND REPLACEMENT OF PARTS FOR AIRFIELD LIGHTING CONTROL SYSTEM

CONTRACT PERIOD: SIXTY (60) MONTHS FROM THE DATE OF CONTRACT AWARD AND RELEASE

STARTING: APRIL 1, 2006 THROUGH: MARCH 31, 2011

REQUIRED FOR USE BY CITY OF CHICAGO



Fund Number: 610-85-5305-0162-0162

Bid Deposit: NONE, Drawings: NONE

Information: Angelique Andrews, Contract Negotiator
Phone: (312) 742-9468, e-mail: aandrews@cityofchicago.org

EXECUTE ONE (1) COMPLETE ORIGINAL SOLE SOURCE PACKAGE
All signatures to be sworn to before a Notary Public

Issued by:

City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Richard M. Daley
Mayor

AA/bg

Barbara A. Lumpkin
Chief Procurement Officer

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "TRANSTECH AIRPORT SOLUTIONS INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF AUGUST, A.D. 2008, AT 3:31 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

3410542 8100

080888340



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6804911

DATE: 08-21-08

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:52 PM 08/20/2008
FILED 03:31 PM 08/20/2008
SRV 080888340 - 3410542 FILE



**CERTIFICATE OF DISSOLUTION
OF
TRANSTECH AIRPORT SOLUTIONS INC.**

(Pursuant to 8 Del. C. § 275(c))

Transtech Airport Solutions Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware

DOES HEREBY CERTIFY AS FOLLOWS:

The dissolution of said Transtech Airport Solutions Inc. has been duly authorized by all of the shareholders of the Corporation by written consent in accordance with Section 275(c) of the General Corporation Law of the State of Delaware on August, 18, 2008.

The following is a list of the names and addresses of the directors of the corporation:

NAME	ADDRESS
Zvi Riterband	Transtech Airport Solutions, Inc. c/o BRE 10 Hatzfira Street Tel-Aviv, Israel

The following is a list of the names and addresses of the officers of the corporation:

NAME	TITLE	ADDRESS
Zvi Riterband	President	Transtech Airport Solutions, Inc. c/o BRE 10 Hatzfira Street Tel-Aviv, Israel

THE UNDERSIGNED, duly authorized officer of Transtech Airport Solutions Inc., does make this certificate, hereby declaring and certifying that this is his act and deed on behalf of the Corporation this 18 day of August, 2008.

By: ARITIL
Name: Zvi Riterband
Title: President

8. DETAILED SPECIFICATIONS

8.1. SCOPE OF WORK

The scope of work, under this Contract, includes the furnishing of all labor, materials, replacement of defective parts, necessary tools and equipment, transportation, consumables and services to provide preventive maintenance, repairs and replacement of parts, collectively "Maintenance Services" on the existing Airfield Lighting Control System (ALCS) at Midway International Airport. The Maintenance Services include twenty four (24) hours a day, seven (7) days a week technical support, remote interrogation of the system, two (2) on-site annual inspections, two (2) hours response time to all calls for technical support, training, on-site emergency visits when directed by the Department of Aviation to keep the ALCS at optimum functioning and operating condition at the annual price of \$40,500.00 set forth on the Proposal page.

8.2. SYSTEM DESCRIPTION

The purpose of the Airfield Lighting Control System (ALCS) is to operate and monitor the airfield lighting and navigation aids. The system is controlled/monitored at the FAA air traffic control tower, vault and maintenance shop. The Distributed Computer Control and Monitoring System (DCCMS) provided by Crouse-Hinds Airport Lighting and manufactured by the Contractor, Transtech Airport Solutions, Inc. is designed to provide command and monitoring information in real time, to the air-traffic controllers and to the maintenance staff, as well as historical information. The DCCMS system includes Human-Machine Interfaces (HMIs), computer systems, communication networks, a computerized CCR interface, insulation resistance monitoring equipment, individual lamp control and monitoring equipment and complementary devices.

8.3. PREVENTIVE MAINTENANCE

A. Semi-Annual

1. Clean computer screens, keyboards, equipment racks, Digitrac Interface Units, Megatrac Adaptors and Logitrac Adaptors.
2. Run system diagnostics and evaluate system performance. Restore system failures to original specifications.
3. Optimize system hard disk drives.
4. Visually inspect Digitrac units, Megatrac Adaptors, Logitrac Adaptors, cabling, equipment racks, connections, and communication components. Restore system failures to original specifications.
5. Calibrate Touch Screens as needed.
6. Replace printer cartridges, light bulbs, batteries and any other consumables as needed.
7. Provide up to twelve (12) hours of training as specified by the City. Hours can be divided into shorter multiple sessions.
8. Simulate communications link failures to assure proper system operation. Restore system failures to original specifications.
9. Test to insure calibration is still accurate. Sample ten percent (10%) of circuits and measure output current and voltage compare with system readings. Sample ten percent (10%) circuits for BOL accuracy. Restore to original specifications as needed.
10. Test to insure Leakage to Ground is accurate. Sample ten percent (10%) of the circuits using independent test device to insure Megatrac Adaptor readings match test device readings. Restore to original specifications as needed.

11. Inspect Logitrac system, check communication to devices for failures and intermittent problems. Restore to original specifications as needed.
12. Review system logs to determine system errors, troubles and faults. Restore to original specifications as needed.
13. Test all uninterruptible power supplies. Restore to original specifications as needed.

B. Annual

1. Perform all Semi-Annual Maintenance Procedures set forth above under Semi-Annual Maintenance.
2. Run System Acceptance Test. Correct any problems found.
3. Update system with applicable application software enhancements.

8.4. RESPONSE TIME

Emergency Call and Response Time: The Contractor is responsible, under this Contract, to keep the entire system in optimum functioning and operating condition. The Contractor will be available within two (2) hours after receiving an emergency call from the Commissioner's representative on a twenty four (24) hours a day seven (7) days a week basis. Contractor must provide an emergency number that is supported twenty four (24) hours a day seven (7) days a week. If the Contractor, via phone or remote interrogation of the system, cannot resolve the problem the Contractor must have a technician available at site within twenty four (24) hours to correct the problem.

Repairs and Replacement Parts: Replace defective or failing parts immediately. If spare parts are used from City's stock, the Contractor must replenish parts in the City's stock as soon as practical at no cost to the City. The Contractor must provide defective or failing parts not available from the City's stock in the quickest available manner. If original components are no longer available, Contractor must provide alternative parts at no additional cost to the City. If replacement parts are not available from City's spare supply stock or the manufacturer, the maximum time for a substitution or repair must not exceed forty eight (48) hours.

Contractor must provide version support and control of all related ALCS software for the City during the Contract period. In addition, Contractor must provide relevant application upgrades to be installed during a coordinated Preventative Maintenance visit at no costs to the City. These application upgrades will be discussed prior to installation with the City to insure that the City approves the installation and understand the benefits the upgrades. Application upgrade training will be provided to the City at no additional cost during the Preventative Maintenance visit as required.

The Contractor is the original manufacturer of the system provided by Crouse-Hinds. Contractor is the only qualified service support provider for the Airfield Lighting Control System at Midway International Airport.

8.5. SPARE PARTS

Contractor will provide a list of recommended spare parts and quantity of each part at the commencement of the Contract and supply any parts that are currently not available in the City's stock at no cost to the City.

8.6. TRAINING REQUIREMENTS

Twelve (12) hours of training are available to the City from the Contractor during each Preventative Maintenance visit to be defined by the City.

The City will supply a list of people to be trained and type of training for each person at least three (3) weeks prior to the scheduled Preventative Maintenance trip by the Contractor's technicians.

Contractor must supply a training agenda including description of training, number of sessions and duration for each type of training required by the City.

Contractor must have a sign-in sheet for all training and a copy must be turned over to the City at the completion of each training session.

8.7. RECORDS/DOCUMENTATION

Contractor must complete the forms in Appendix A as applicable for each on-site visit and distribute the completed paperwork to the City's Maintenance Supervisor within one (1) week of the visit.

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

SECTION I -- GENERAL INFORMATION

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

Cooper Crouse-Hinds

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant
OR

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

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

B. Business address of Disclosing Party:

1200 Kennedy Road
Windsor, CT 06095

C. Telephone: 860-683-4300 Fax: 860-683-4317 Email: john.levelle

D. Name of contact person: John Levelle @cooperindustries.com

E. Federal Employer Identification No. (if you have one): 20-1288146

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

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

* Note B.1.b below.

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

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

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
 - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity);
- the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

is is not

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

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

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

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

...ING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

CERTIFICATION REGARDING LOBBYING

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

None

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

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

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

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

D. 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, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

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

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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

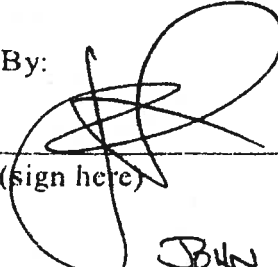
NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Cooper Crouse-Hinds
(Print or type name of Disclosing Party)

Date: 5-19-2009

By: 
(Sign here)

John Lavelle
(Print or type name of person signing)

Controller
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/19/09, by John Lavelle,
at Hartford County, CT (state).

Robin L. Zagorodny Notary Public.

Commission expires: 4/30/2012

