



**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.

<b>Department</b> Aviation	<b>Originator Name</b> George Lyman	<b>Telephone</b> (773) 894-5291	<b>Date</b> 06/23/14	<b>Signature of Application Author</b> 
<b>Contract Liaison</b> David Bowman	<b>Email Contract Liaison</b> david.bowman@cityofchicago.org	<b>Telephone</b> (773) 686-7089		

<b>List Name of NCRB Attendees/Department</b>	
George Lyman - Aviation	
Tom Stastny - Aviation	
David Bowman - Aviation	
James Hankin - Aviation	

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

Company: Vaisala, Inc.

<b>Contact Person:</b> Stephanie Haynes	<b>Phone:</b> (612) 308-5523	<b>Email:</b> stephanie.haynes@vaisala.com
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**Project Description:** Runway/Roadway Weather Information Systems (RWIS) Services

**This is a request for:**

**New Contract**       **Amendment / Modification**

**Contract Type**      **Type of Modification**

**Blanket Agreement**    Term: 72 (# of mo)       **Time Extension**       **Vendor Limit Increase**     **Scope Change**

**Standard Agreement**

Contract Number: \_\_\_\_\_  
Specification Number: \_\_\_\_\_  
Modification Number: \_\_\_\_\_

<b>Department Request Approval</b>	<b>Recommended Approval</b>
 DEPARTMENT HEAD OR DESIGNEE	 BOARD CHAIRPERSON
<u>9/3/14</u> DATE	<u>SEP 03 2014</u> DATE
Rosemarie S Andolina PRINT NAME	RICH BUTLER PRINT NAME

**(FOR NCRB USE ONLY)**

Recommend Approval/Date: \_\_\_\_\_

Return to Department/Date: \_\_\_\_\_

Rejected/Date: \_\_\_\_\_

**Approved**       **Rejected**

CHIEF PROCUREMENT OFFICER

9/10/14  
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.

On December 9, 2008, the Federal Aviation Administration (FAA) updated an Advisory Circular (AC) No. 150/5200-30C concerning snow and ice control programs at commercial service airports. The FAA writes that weather forecasting not only enhances the effectiveness and efficiency of a snow program, but it offers airport operators operational cost savings associated with snow clearing tasks, chemical usage, and staffing. The FAA recommends that airport operators select a weather forecasting approach that is continuous, up-to-date and airport weather related information. In particular, the FAA states that one approach is to use a weather support to deicing decision making system. A proven method of forecasting the surface conditions of runways is to use runway surface condition sensors. O'Hare and Midway Airports have utilized in-pavement stationary sensors that benefit from predictive capability for proactive anti-icing decision making respectively since 1986 and 1990 under multiple non competitive contracts with Surface Systems including POs T24920, T24573 and 14768 before being purchased by Vaisala at which time the contract was reassigned to just expired PO 24325.

In addition, the FAA released Advisory Circular (AC) No. 150/5320-12C concerning the Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces. In this AC, the FAA further stated that braking performance on runway surfaces, particularly when wet, had become "a significant safety consideration". Runway surface condition sensors also monitor whether pavement surfaces become wet. Airport Operations staff drive aeronautically active runways sometimes, at minimum, during periodical routine inspection during work shifts. Knowledge given to airport operations staff at both airports from the predictive technology of RWIS ensure the timely application of anti-icing chemicals which prevent ice on pavement surfaces and maintains public safety.

The current contract, executed in May 1, 2007 and reassigned in 2011 has expired as of April 30, 2014 and must be replaced.

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 request for a contract to continue the maintenance of equipment previously imbedded in the runway systems at O'Hare and Midway Airports and maintained by the same vendor. As the equipment and sensors are in good repair and of current requirements of Society of Automotive Engineering Aerospace Recommended Practice #5533 approved technology, it is much more cost-effective to continue maintaining the existing equipment than replacing the equipment through competitive bid. Vaisala is the sole source for certification, service, parts and labor for the existing equipment.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted.)

Vaisala is the only company authorized to provide maintenance services to the RWIS systems at O'Hare and Midway Airports. Vaisala's equipment is proprietary and no other facilities or organizations are authorized or licensed by Vaisala to provide sensors, service / repair, installation, calibration, of software or support for the runway sensors owned by CDA. As such, no formal attempt was made to competitively bid the requirement since no other company would be qualified to respond. If at some point in the future the entire systems need to be replaced, a competitive bid could possibly be conducted though it is likely ongoing maintenance and reporting would become a future non competitive procurement given the proprietary nature of most technology of this sort.

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.

CDA has two RWIS systems imbedded in each of O'Hare and Midway Airports' airfields. Vaisala has stated in writing



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that it is the sole manufacturer and service provider for onsite maintenance work, parts replacement and remote monitoring and maintenance, technical support data hosting and display forecasting services. In addition, CDA has spoken with Luft, another provider of RWIS and they advised they could not maintain the existing system CDA has in place and would need to replace much of the equipment in order to provide RWIS services.

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

This is a request for a 6 year term contract to maintain existing equipment previously installed by Vaisala. As Vaisala is the only vendor and capable of maintaining its proprietary equipment, future requests will depend on whether continued maintenance and operation of the current equipment is in the best financial and operational interest of CDA. CDA believes that competitive bidding may be possible for future procurement cycles should Vaisala license parties outside of Vaisala to perform service, support and other activities that pertain to the manufacture, support, service, and replacement of RWIS equipment. Also, should the life span of existing equipment need replacement it may become more cost effective or required due to obsolescence, competitive bidding for RWIS system or parts of the system new testers may be possible. In the event technology or the market place for RWIS should change during the course of this contract, this contract could be terminated for convenience

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

CDA believes that competitive bidding may be possible for future procurement cycles should Vaisala in the future license third parties to perform service, support, installation or other activities pertaining to the manufacture, support, service, and installation of its RWIS system. Also, should replacement of any runway sensors become more cost effective or required replacement due to obsolescence, competitive bidding for new sensors may be possible. In the meantime, there no other organizations besides Vaisala that are authorized or licensed to produce Vaisala RWIS or its components and there are no authorized organization outside of Vaisala to service, calibrate, or support their runway sensor systems Vaisala currently has only trained basic mechanics outside of Vaisala to install sensors into pavement and kerf cut to the should of roadway or a runway without any calibration or electronic support or support their RWIS systems at both Chicago airports and they currently have no plans to do so.

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?

The price for continued services and the maintenance of equipment previously imbedded in the runway systems at O'Hare and Midway airports are represented below:

2. What is the estimated cost by fiscal year?

Fixed Costs (Maintenance, Forecasting Services and Data Hosting)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
ORD	\$46,980.00	\$47,724.00	\$48,482.88	\$49,256.94	\$50,046.48	\$50,851.81
MDW	\$23,100.00	\$23,562.00	\$24,033.24	\$24,513.90	\$25,004.18	\$25,504.27
Total	\$70,080.00	\$71,286.00	\$72,516.12	\$73,770.84	\$75,050.66	\$76,356.08

Repairs (Estimated Cost - for work not covered under maintenance)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	\$10,000.00	\$11,025.00	\$11,576.00	\$12,155.00	\$12,762.00	\$13,400.00



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Potential Equipment Upgrades

ORD \$119,773.64

MDW \$ 34,059.34

Total \$153,832.98

Notes:

\* It is unlikely that new sensors will be replaced unless under a capital program for a runway overlay. In that event, new or replaced sensors are typically built into the cost of the capital projects. In the event of damage or typically lightning strikes, one sensor is replaced, on average, every three years.

The cost of a typical new runway sensor is \$4300 in addition to the installation and commissioning which costs approximately \$2000 per installation.

\* Midway Airport Equipment Upgrades:

RWIS equipment at Midway Airport was upgraded in 2007, and the RPU electronics currently onsite are supported. Some of the atmospheric sensors are obsolete and recommended for upgrade. Installation of cell modems is required at all sites and to be completed as soon as possible or when modems fail. The total Midway equipment upgrades are estimated to cost \$34,059 over the course of six years.

\* It is unlikely that new sensors will be replaced unless under a capital program for a runway overlay. In that event, additional sensor sites or replaced sensors are typically built into the cost of the capital projects such as the O'Hare Modernization Program. In the event of damage or typically lightning strikes, one sensor is replaced, on average, every two years.

The cost of a typical new runway sensor is \$4300 in addition to the installation and commissioning which costs approximately \$2000 per installation.

\* O'Hare Airport Equipment Upgrades:

A number of the RPU electronics at O'Hare Airport are obsolete and no longer supported. Replacement parts are no longer available for this equipment. As a result, outages at any of these sites are not currently repairable. Upgrading this equipment would greatly improve the reliability of the system as a whole. Some of the sites at O'Hare may be scheduled for removal or replacement as parts of the ongoing O'Hare Modernization Program. Pricing has been included for all required upgrades at each RPU. It is understood that the airport may choose not to upgrade those RPUs that are scheduled for removal or replacement in the near future. Similarly, upgrading to cell modems may not be required at sites that are currently not in use and or will be in use in the future. However, the upgrade to cell modems will improve the contractors' ability to perform remote monitoring and maintenance on the equipment and increase the overall reliability of the system. O'Hare equipment upgrades are estimated to cost \$53,157 over the course of six years.

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 estimates, etc.)

The cost estimates shown are a direct quotation and from previous contract price provided by the contract liaison at Vaisala to CDA. With respect to repairs valued at about \$10,000 per year (escalated 5% per year) that is an estimated amount created by CDA to cover work not included in the monthly maintenance fee for each airport. This money will only be spent as necessary to complete required repairs not covered by monthly maintenance

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.

In the early 1990's Surface Systems Incorporated (SSI) installed sensors in runways at O'Hare and Midway Airports. SSI was then bought by the Quixote Company in the late 1990's and in 2009 was bought by Vaisala Inc. Since this infrastructure has been in place for twenty years and if replaced by another company and technology through a competitive bid process, it is likely that this installation cost should be duplicated with future maintenance contracts subject to the same proprietary services issues being considered in the application. The total 6 year cost of this maintenance contract is anticipated to be far less than the estimated cost of replacement of the RWIS systems at both



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airports.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.
- CDA Procurement and Operations management have negotiated cost estimates down from 20-40% price increase to the current price proposal. Price of the new contract over the previous contract year have only increased 2% for O'Hare and 3% for Midway. CDA and its management team have reviewed the itemized estimates and determined it to be reasonable.

**SCHEDULE REQUIREMENTS**

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

The most recent contract with Vaisala was effective until April 30, 2014. As the contract is not as important during the warmer months a new contract is needed by November 2014. CDA has been working on this new procurement for over a year and has finally reached agreement on pricing and services with the vendor.

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.

Not applicable. Lack of drawings and/or specifications is not a constraining factor to competitive bidding.

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

See attached proposed upgrades in the specifications. There is no schedule as it is based on equipment upgrades due to failure and expansion of OMP schedule. Other than having a contract in place prior to the onset of cold weather (11/1/14 at the latest) when the need to know if the pavement will allow for the freezing or melting of precipitation on contact, there is not a critical schedule or delivery dates for services.

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

As Vaisala is the only known approved equipment manufacturer, service and maintenance provider for the RWIS systems in place at O'Hare and Midway International Airports, and as there is not a current need to replace the systems currently in place, competitive bidding is not cost effective at this point in time. Without a new agreement with Vaisala, the resulting inability to receive the information that the RWIS provides would result in more delays as the Airports' Operations teams would need to close runways more often to conduct friction tests to ensure the pavement is not iced over. The RWIS, amongst its functions, provides the pavement surface temperatures which allow the determination regarding whether the pavement is at a temperature where precipitation will turn icy. Delays caused by closing the runways to do additional friction testing create a ripple effect across the country for aviation which are both inconvenient as well as very expensive for the airlines and its passengers. The ability to know the pavement temperatures also assists the CDA in determining when to apply deicer to the runways to ensure their safety. As applying deicer is an expensive process between the associated material and labor costs, deicing only when necessary results in savings of funds for the airports and their airline partners.

**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.

N/A

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

Vaisala is a dominant player in the RWIS field. While there are other companies that manufacture, distribute and service RWIS, only Vaisala can service the systems currently in place at O'Hare and Midway International Airports.

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the



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job, project or program?

Vaisala is the only provider of parts and service for the RWIS in place at O'Hare and Midway.

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?

Vaisala has the proprietary knowledge of their sensors and as such is able to repair and calibrate the system as necessary. Vaisala does not license other firms to provide repair or service to its RWIS equipment.

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?

As the only way to open the project up to competitive bidding is to replace the existing RWIS at each airport, and given the systems still have significant life span remaining, system replacement is not cost effective at this time. Vaisala is the only company that can service the existing RWIS at O'Hare and Midway,

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?

N/A – procurement is for service and upgrades of existing equipment, not new products or equipment.

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 precluded because Vaisala is the sole supplier of RWIS system in CDA's airports runway and roadway systems and the only authorized service provider for this infrastructure. No other facilities or organizations authorized or licensed to service their components. No organization outside of Vaisala is authorized or licensed to provide service, installation, software or support for these RWIS systems.

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 a letter from manufacturer on company letterhead.

Vaisala is the sole manufacturer of parts and provider of maintenance services for its manufactured equipment. Vaisala is the sole supplier of the RWIS and no other facilities or organization is authorized or licensed to produce parts for Vaisala RWIS system or any of its components (see attached sole source letter from Vaisala dated 1/23/14).

**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.

The CDA has submitted a Request for No Stated Goals request to Procurement (see attached). The just expired contract has a complete waiver. While Vaisala may be able to get a small amount of compliance should certain upgrades be requested by CDA, it would be an insignificant amount of the overall contract value as it would only relate to minimal sawcutting / trenching or electrical work as Vaisala self performs the vast majority of all work on this contract. While Vaisala will look for opportunities for useful participation there is not practicable / meaningful opportunities for indirect or direct compliance. Indirect compliance is further made impractical as Vaisala is not located in the Chicago area.

OTHER

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

N/A.



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

## INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

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

### PROCUREMENT HISTORY

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

### ESTIMATED COST

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

### SCHEDULE REQUIREMENTS

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

### EXCLUSIVE OR UNIQUE CAPABILITY

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

### MBE/WBE COMPLIANCE PLAN

- \* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

### OTHER

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

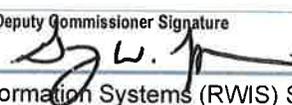
### REVIEW AND APPROVAL

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

# Project Checklist

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

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.

<b>Date:</b> 06/23/2014		<b>Estimated Award Date:</b>	
<b>Department Name:</b> Aviation		<b>Contract Liaison:</b> David Bowman	
<b>Requisition No:</b> 91817		<b>Telephone:</b> 773 686-7089	
<b>Specification No:</b> 125665		<b>Project Manager:</b> George Lyman	
<b>Modification No:</b>		<b>Telephone:</b> 773 894-5291	
<b>PO No:</b>		<b>Email:</b>	
<b>Contract Liaison Signature</b> 		<b>Deputy Commissioner Signature</b> 	
		<b>Finance Deputy Commissioner Signature</b> 	

**Project Title:** Runway/Roadway Weather Information Systems (RWIS) Services

**Project Description:** Runway/Roadway Weather Information Systems (RWIS) Services

**Funding:**

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTIMATED DOLLAR AMOUNT
	14	740	85	4005	0140	0140			663810.68

Check One:

**New Contract Request**

**Modification or Amendment**

**Purchase Order Information:**

**Contract Term (No. of Months):** 72

**Extension Options (Rate of Recurrence):** 1 (181 Days)

**Estimated Spend/Value:** \$ 663810.68

**Grant Commitment / Expiration Date:**

**Pre-Bid/Submittal Conference:**  Yes  No

Mandatory  Site Visit

**MBE/WBE/DBE Analysis:**

Full Compliance  Contract Specific Goals

No Stated Goals  Waiver Request

Attach MBE/WBE or DBE Goal Setting Memo

**Risk Management / EDS**

Insurance Requirements (included)  Yes  No

EDS Certification of Filing (included)  Yes  No

**Purchase Order Type:**

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

**Contract Type:**

Architect Engineering

Commodity

Construction  JOC  SBI

Professional Services

Revenue Generating

Vehicle & Heavy Equipment

Work Service

Joint Procurement

Reference Contract

**Modification/Amendment Type:**

Time Extension

Vendor Limit Increase

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

Requisition Encumbrance Adjustment

Other (specify):

**Procurement Method:**

Bid  RFP  RFQ  RFI

Small Order

**Special Approvals Required:**

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

GSA/US Communities

**Innovative Procurement:**

Pilot Test

**Vendor Info:**

Name:

Contact:

Address:

E-mail:

Phone:

## **Commissioner's Letter to Procurement**



CHICAGO DEPARTMENT OF AVIATION  
CITY OF CHICAGO

To: Jamie L. Rhee  
Chief Procurement Officer

Attention: Richard Butler  
First Deputy Procurement Officer

Elizabeth Granados-Perez  
Deputy Procurement Officer

From: Rosemarie S. Andolino  
Commissioner

23 June 2014

RSA MB

Subject: **Request for New Non-Competitive Procurement Contract  
Runway/Roadway Weather Information System (RWIS) Services  
Expiring PO Number: 24325  
Expiring Specification Number: 49291  
Current Expiration: 4/30/2014  
Current Vendor: Vaisala, Inc.**

The Chicago Department of Aviation (CDA) requests approval and assistance in awarding a six (6) year non-competitive procurement contract to Vaisala, Inc. for Road Weather Information System (RWIS) Services.

Vaisala holds the existing non-competitively procured contract for Road Weather Information System (RWIS) Services and in fact is the only vendor to comply with FAA and SAE guidelines regarding installation of in-pavement sensors at airports. Vaisala has provided excellent service since October 1995 providing and maintaining this critical safety equipment at O'Hare and Midway International Airports. Vaisala was previously known as Surface Systems and held non-competitive contracts under purchase orders T24926, T24573, 14768 as well as recently expired PO 24325 which was reassigned to Vaisala when they purchased Surface Systems.

The current contract with Vaisala for RWIS expired on April 30, 2014. CDA is requesting to continue the maintenance of the equipment previously installed and maintained by this vendor. Vaisala's equipment is proprietary and no other firms or organizations are authorized to provide the equipment and full scope of services required under this contract. Vaisala is the sole source for replacement parts and equipment for the existing systems and does not authorize or train any other individual or firm to maintain that proprietary equipment.

As the systems are in good repair, it is much more cost-effective to continue maintaining the existing systems than replacing them through competitive bid. The total cost of this procurement is estimated at approximately \$663,810.68 over six (6) years. A breakdown of estimated costs for the 6 year contract term follows:

Fixed Costs (Maintenance, Forecasting Services and Data Hosting)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
ORD	\$46,980.00	\$47,724.00	\$48,482.88	\$49,256.94	\$50,046.48	\$50,851.81
MDW	\$23,100.00	\$23,562.00	\$24,033.24	\$24,513.90	\$25,004.18	\$25,504.27
Total	\$70,080.00	\$71,286.00	\$72,516.12	\$73,770.84	\$75,050.66	\$76,356.08

Repairs (Estimated Cost – for work not covered under Maintenance)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
	\$10,000.00	\$11,025.00	\$11,576.00	\$12,155.00	\$12,762.00	\$13,400.00

Potential Equipment Upgrades

ORD	\$119,773.64
MDW	\$ 34,059.34
Total	\$153,832.98

These cost estimates are based on a direct quotation provided by Vaisala to CDA. If replacement of the existing systems was to be considered through a competitive bid process, it is likely that the cost to replace the system at O’Hare would be in excess of \$590,000 and replacement of the system at Midway would be in excess of \$220,000, and would still require similarly priced monthly maintenance as well as forecasting fees. It is also likely that future maintenance contracts would likely be subject to the same proprietary service issues being considered in this application. The total six-year cost of this maintenance contract is therefore anticipated to be far less than the estimated cost of replacement, even including the upgrading of certain aspects of the existing systems.

As Vaisala is the only vendor capable of maintaining its proprietary systems, CDA is requesting a non-competitive procurement for this service. Future requests will depend on whether continued maintenance and operation of the current systems is in the best financial and operational interest of CDA, whether other parties become authorized and trained by Vaisala to perform maintenance and service of the RWIS or if other firms design equipment that is completely compatible with our current Vaisala equipment. Should replacement of the RWIS become more cost effective or required due to obsolescence, competitive bidding will be possible.

With the existing contract having expired this year, CDA has no contractual means to secure necessary maintenance, repairs and upgrades on the existing systems. Considering the extreme weather conditions experienced in Chicago from heavy rain and snow to extreme cold and freezing the FAA strongly recommends the use of RWIS. A new non-competitive bid contract with Vaisala is therefore of critical need in maintaining safety at O'Hare and Midway International Airports. While the Department of Streets and Sanitation has spoken of initiating a RFP to see if other firms can maintain the RWIS equipment in place in Chicago, they have yet to do so. It is CDA's understanding that only Vaisala can maintain the existing equipment. Should the RFP yield a better solution, and/or the RWIS marketplace changes, or should CDA's operational needs deem a replacement of the current system is needed, this contract could be terminated for convenience and replaced with a new contract.

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

Thank you for your consideration and cooperation.

Funding: 740 85 4005 0140 0140  
610 85 4305 0157 0157

Estimated Cost: \$663,810.68

Duration: 6 Years

User Deputy: George Lyman Phone: (773) 894-5291  
Costas Simos Phone: (773) 838-0625

The following CDA employees participated in drafting the Specifications and/or negotiating with the Contractor:

George Lyman Deputy Commissioner  Date 6/23/14

Tom Stastny Airport Manager  Date 6/23/14

David Bowman Supervisor of Contracts  Date 6/23/14

James Hankin Coordinator of Special Projects  Date 6/23/14

**Vaisala Certificate of Insurance**

## **CONTRACT INSURANCE REQUIREMENTS**

Chicago Department of Aviation and Streets and Sanitation  
Road Weather Information System  
(Maintenance Equipment Upgrades Weather & Pavement Forecast)  
Vaisala (Sole Source Contract)

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final 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 work 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, explosion, collapse, underground, 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 on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for Airport/Airside access and \$1,000,000 for all other sites 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 \$5,000,000 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 \$5,000,000 for Airport/Airside access and \$1,000,000 for all other sites with the same terms herein.

#### 4) Professional Liability

When any system technician, EDP professionals including but not limited to system programmers, hardware and software designers/consultants or any other professional consultants perform Services in connection with this Contract, Professional Liability

Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) Valuable Papers

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

6) Property

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

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

7) Property/Installation Floater

When any major repairs are required including rehabilitation, replacement, upgrades of System Equipment and or installation of Road Weather Information System (RWIS), All Risk Property/Installation insurance must be maintained by the Contractor at replacement cost covering loss or damage to City property including the machinery, equipment/systems, parts and supplies that are part of the project work. The City of Chicago is to be named as an additional insured and loss payee.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street 60602, and Chicago Department of Aviation, 10510 W. Zemke Road, 60666 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from

Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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 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.

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/31/2013

Holder Identifier :

Certificate No : 570052486788



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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Vaisala, Inc. 194 South Taylor Avenue Louisville CO 80027 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES      CERTIFICATE NUMBER: 570052486788      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TB2641004829014	01/01/2014	01/01/2015	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-241-004829-034	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y    N/A	WC2241004829024	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Chicago is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Chicago  
 Dept. of Procurement Services  
 City Hall, Room 403  
 121 N. LaSalle Street  
 Chicago, IL 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Northeast, Inc.*



30 June 2014

CERTIFICATE OF INSURANCE

Certificate holder: City of Chicago  
Attention: Sharon Pickens  
Dept of Procurement Service-City Hall Room 806  
121 North LaSalle St  
Chicago, IL 60602

We hereby confirm that Vaisala Oyj has in our company a General Third Party Liability Insurance and Products Liability Insurance as follows:

Policy Holder: Vaisala Oyj  
Vanha Nurmijärventie 21, Vantaa.

Insured: Vaisala Inc.

Additional Insured: City of Chicago as required by the written contract

Master policy number: LP0000003860 General Third Party Liability and Products Liability, including:  
- professional indemnity coverage  
- excess Auto Liability

Sum insured: USD 4,000,000 any one occurrence and in the aggregate per policy period.

Sub Limit: Professional Indemnity Insurance:  
USD 2,000,000 any one occurrence and in the aggregate per policy period.

Policy period: 01.01.2014 – 31.12.2014

Territorial limits: World wide.

Terms and conditions: C1.2 World Wide General Third Party Liability and Products Liability Terms and Conditions (Occurrence) (1.1.2008), Endorsements (1.1.2014) and General Terms and Conditions (1.1.2004).

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy mentioned above.

IF P & C INSURANCE COMPANY LTD.  
Casualty Underwriting

Susanna Kyntöjärvi

## **EDS Certificate of Filing**

CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 57500  
Certificate Printed on: 06/23/2014

Date of This Filing:06/23/2014 04:11 PM  
Original Filing Date:06/23/2014 04:11 PM

Disclosing Party: Vaisala Inc.  
Filed by: Sarah Davis

Title:Contract Administrator

Matter: Road Weather Information System  
(RWIS)  
Applicant: Vaisala Inc.  
Specification #: 125665  
Contract #:

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

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



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 57500**

**SECTION I -- GENERAL INFORMATION**

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

Vaisala Inc.

Enter d/b/a if applicable:

**The Disclosing Party submitting this EDS is:**

the Applicant

**B. Business address of the Disclosing Party:**

194 South Taylor Avenue  
Louisville, CO 80027  
United States

**C. Telephone:**

303-402-4783

**Fax:**

**Email:**

sarah.davis@vaisala.com

**D. Name of contact person:**

Sarah Davis

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

04-2731916

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

Road Weather Information System (RWIS)

**Which City agency or department is requesting this EDS?**

DEPT OF PROCUREMENT SERVICES

**Specification Number**

125665

**Contract (PO) Number**

**Revision Number**

**Release Number**

**User Department Project Number**

## **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

### **A. NATURE OF THE DISCLOSING PARTY**

**1. Indicate the nature of the Disclosing Party:**

Privately held business corporation

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

No

**State or foreign country of incorporation or organization:**

Delaware

**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:** Mr. Scott Sternberg

**Title:** President

**Role:** Both

**Officer/Director:** Mr. Timmothy J Mattimore Jr

**Title:** Corporate Consel

**Role:** Officer

**Officer/Director:** Ms. Liisa Taipale

**Title:** Finance Director

**Role:** Officer

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest 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. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Vaisala Holding Inc. - 100% - EDS 57512

Owner Details

Name	Address
Vaisala Holding Inc.	194 South Taylor Avenue Louisville, CO 80027 United States

**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?

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, 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.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

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

<b>Name:</b>	DND Electric
<b>Anticipated/ Retained:</b>	Anticipated
<b>Business Address:</b>	2525 Church Road Aurora, IL 60502 United States
<b>Relationship:</b>	Subcontractor - MWDBE
<b>Fees (\$\$ or %):</b>	\$5,281

**Estimated/Paid:** Estimated  
-----

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## **SECTION V -- CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

No

### **B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

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

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

I certify the above to be true

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

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

I certify the above to be true

4. Neither the Disclosing Party, [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- 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

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

I certify the above to be true

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

I certify the above to be true

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

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

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

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

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, [Chapters 2-156](#) and [2-164](#) of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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 transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of [Chapter 1-23 of the Municipal Code](#) (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein

regarding eligibility must be kept current for a longer period, as required by [Chapter 1-23](#) and [Section 2-154-020 of the Municipal Code](#).

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

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

I certify the above to be true

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

I certify the above to be true

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

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

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

Under [Municipal Code Section 2-154-015](#), the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or

any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all 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 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

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 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.

/s/ 06/23/2014

Sarah Davis

Contract Administrator

Vaisala Inc.

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



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 57512**

**SECTION I -- GENERAL INFORMATION**

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

Vaisala Holding Inc.

**Enter d/b/a if applicable:**

**The Disclosing Party submitting this EDS is:**

a legal entity holding a direct or indirect interest in the Applicant

**The Disclosing Party holds an interest in**

Vaisala Inc. and EDS is 57500

**B. Business address of the Disclosing Party:**

194 South Taylor Avenue  
Louisville, CO 80027  
United States

**C. Telephone:**

720-304-4410

**Fax:**

**Email:**

tj.mattimore@vaisala.com

**D. Name of contact person:**

Mr. Timothy J Mattimore Jr

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

52-1398749

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

**1. Indicate the nature of the Disclosing Party:**

Privately held business corporation

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

No

**State or foreign country of incorporation or organization:**

Delaware

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

No

**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:** Mr. Timothy J Mattimore Jr

**Title:** Secretary

**Role:** Officer

---

**Officer/Director:** Mr. Scott Sternberg

**Title:** President/Director

**Role:** Both

**Officer/Director:** Ms. Liisa Taipale

**Title:** Treasurer

**Role:** Officer

**Officer/Director:** Mr. Kjell Forsen

**Title:** Director

**Role:** Director

**Officer/Director:** Ms. Kaarina Muurinen

**Title:** Director

**Role:** Director

## 2. Ownership Information

Please confirm ownership information concerning each person or entity 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: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

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 -- 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?

No

## **SECTION V -- CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

No

## B. FURTHER CERTIFICATIONS

1. Pursuant to [Municipal Code Chapter 1-23](#), Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

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

I certify the above to be true

4. Neither the Disclosing Party, [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- 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

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

I certify the above to be true

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

I certify the above to be true

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

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in [Section 2-32-455\(b\) of the Municipal Code](#), 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 -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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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

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

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

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

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

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

Under [Municipal Code Section 2-154-015](#), the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed,

the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all 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 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

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 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.

/s/ 06/24/2014

Mr. Timothy J Mattimore Jr  
Corporate Secretary  
Vaisala Holding Inc.

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

## **Vaisala Compliances**



CHICAGO DEPARTMENT OF AVIATION  
CITY OF CHICAGO

**MEMORANDUM**

To: Jamie L. Rhee  
Chief Procurement Officer

Attention: Elizabeth Granados-Perez  
Deputy Procurement Officer

Monica Jimenez  
Deputy Procurement Officer

From: Rosemarie S. Andolino  
Commissioner

Subject: MBE/WBE Goals for Vaisala Road Weather Information System (RWIS) Services  
Specification # TBD

*Handwritten: RSA 6/17/14*

The Chicago Department of Aviation (CDA) requests no stated goals be set for MBE/WBE participation for the above mentioned non-competitive procurement specification. This request is based on the specialized commodity nature of Vaisala Road Weather Information System (RWIS) Services and the lack of true subcontracting opportunities. The current contract (PO 24325) was granted a full MBE and WBE waiver.

The CDA has conducted a search on the DPS website (screen print results attached) to identify certified MBE/WBE firms that could participate in a commercially useful manner for the above mentioned contract and, at present, CDA has not discovered any MBE/WBE firms available on the City's directory of certified firms that could participate on this contract.

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

City of Chicago - Certification and Compliance System - Windows Internet Explorer provided by City Of Chicago

https://www.mwdbe.com/.../certification/.../certification.aspx

File Edit View Favorites Tools Help

City of Chicago - Certification and Compliance System

Page Safety Tools

**Department Facts**

About Us:

**City Services**

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- Apply For
- Check Status Of
- Find/Get
- Pay for/Buy
- Register
- Request/File
- Request
- Sign up for/Volunteer

Advanced Search

Apply for Certification

Current Bid Opportunities

Bid Job/Inquiries

**Certification and Compliance System (C2)**

**MWDBE Directory**

Search City of Chicago's MWDBE Directory by entering search terms and clicking Search. You must select at least one certification type.

Department of Procurement Services Disclaimer

**Search by Business Name or DBA**

Business Name/DBA

Tip: Try just a few letters of the firm's name

**Search by Business Description**

Business Description

**Search by Commodity Code**

Commodity Code

Click to Lookup Commodity Code (popup window will appear to browse and search available Commodity Codes)

**Search by Contact Person**

Contact Person/Owner

<input type="text" value="First name"/>	<input type="text" value="Last name"/>
---	--

Tip: Use the first letter. Tip: Try just the first few letters

**Search by Location**

**System Links**

- » System Login
- » Password Reminder
- » Account Lookup
- » FAQs
- » MWDBE Directory
- » Apply for Certification
- » Upcoming Events
- » Staff Information
- » News & Announcements
- » Contact Us & Support

**Related Links**

- Department of Procurement Services
- Department of Business Affairs and Consumer Protection
- Department of Aviation

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DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

REQUEST FOR MBE/WBE WAIVER

TO: Jamie L. Rhee  
Chief Procurement Officer

FROM: Doris Moore  
Doris Moore  
Contract Administrator

User Department: Chicago Department of Streets and Sanitation  
Description: Road Weather Information System (RWIS)  
Contract Type: Non-Competitive Procurement  
Specification No. 49291  
Vendor: Vaisala, Inc.  
Amendment Amount: \$667,932.41  
Waiver Amount: 16.9% MBE = \$112,880.58 and 4.5% WBE = \$30,056.96

COMPLIANCE WITH REQUIREMENTS:

PROVIDED TIMELY NOTICE TO AN APPROPRIATE ASSOCIATION

REASON(S) PURSUANT TO ORDINANCE AND REGULATIONS FOR APPROVAL:

- SOLICITED APPROPRIATE NUMBER OF MBE/WBE'S  
 EXCESSIVELY COSTLY  
 IMPRACTICABLE

Vaisala, Inc. is the sole manufacturer of the Road Weather Information System(RWIS). Vaisala Inc. is requesting a full waiver of the 16.9% MBE goal requirement and a full waiver of the 4.5% WBE goal requirement of the Contract. The Department of Streets and Sanitation's concurrence memo dated November 27, 2012 and Vaisala, Inc.'s request per letter dated November 14, 2012 for full waiver of MBE/WBE goals requirement is attached herewith. Based on the unique meteorological knowledge and technical skill sets needed to perform the required services for the Road Weather Information System and Vaisala Inc.'s proprietary knowledge and expertise of the Road Weather Information System, it is apparent that MBE/WBE participation is neither practical nor cost effective. Consequently the Department of Streets and Sanitation has requested that there is no opportunity for direct or indirect participation by certified MBE and/or WBE firms. Due to the aforementioned reasons, MBE/WBE participation is impractical and approval of a full MBE and full WBE waiver is requested.

RECOMMEND:  
 NOT RECOMMEND:  
[Signature] 11/27/2012  
Monica Jimenez  
Deputy Procurement Officer  
Date

APPROVE:  
 DISAPPROVE:  
[Signature] 11/27/12  
Jamie L. Rhee  
Chief Procurement Officer  
Date

November 14, 2012

Jamie Rhee  
Chief Procurement Officer  
Department of Procurement Service  
City Hall, Room 403  
121 North LaSalle Street  
Chicago, IL 60602

Attention: Commissioner Thomas Byrne, Deputy Commissioner Jim Crocker, Director of Technology  
Chris Reiser

Re: MBW/WBE Waiver

Dear All:

We have concluded our efforts to identify and qualify subcontractors to satisfy the City of Chicago's requirements for M/WBE participation for the current Road Weather Information System (RWIS) contract. The process has identified no MBE or WBE subcontractors qualified to achieve the desired installation criteria. Initially, we had an MBE slated to provide traffic control, but since the City is providing its own, we no longer need their participation. As a result, Vaisala, Inc. would like to request a waiver to the City of Chicago's M/WBE goals with the following information:

**MBE Requirement** – we are requesting a full waiver for the 16.9% requirement.

**WBE Requirement** – we are requesting a full waiver for the 4.5% requirement.

The unique meteorological and technical skill sets needed to perform our labor has made this search particularly difficult. Vaisala, Inc.'s proprietary knowledge of our RWIS product allows only certified Vaisala field technicians to perform our installations. Therefore, Vaisala, Inc. would like to request the respective waivers mentioned above.

Please let me know if you have any questions.

Sincerely,



Brent Cobb  
Territory Sales Manager  
Vaisala, Inc.

# **Vaisala Detailed Specifications**

**ARTICLE 1. SCOPE OF WORK AND DETAILED SPECIFICATIONS**

**1.1. General**

**1.1.1. Scope of Services**

The Contractor will provide year-round weather forecasting and Runway/Roadway Weather Information System (RWIS) Maintenance and Data Hosting Services for the Department of Aviation. When directed by the City, the Contractor will also add and service additional RWIS sites as required by the City.

**1.2. Basis of Award**

The Contractor's pricing will incorporate any/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Specification.

**1.3. Funding**

The sources of funds for payments under this Contract are Fund Numbers 14 740 85 4005 0140 0140 and 14 610 85 4305 0157 0157. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City of Chicago.

**1.4. Contract Term**

The Term for this Contract will be seventy-two (72) months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Contract Extension Option (up to 181 days) provision in the Standard Terms and Conditions section of this Contract.

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

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

**1.5. Price Adjustment**

The Contractor's pricing for Line Items 1 – 6 as provided in Exhibit TBD( in Contractor's Proposal) will be firm and not subject to escalation. On the anniversary of each contract year the City will update the pricing associated for the upcoming year.

On an annual basis the Contractor may provide updated pricing for its price list (Line Item 8). The price increase for Line Items 7 and 8 may not exceed the greater of 3% or the one year change in the Municipal Cost Index (MCI).

For year 2, the MCI change will be based on taking the MCI for the month preceding the award of the contract (base index) compared to the MCI for the twelfth (12<sup>th</sup>) month (comparison index) of the contract. For subsequent years, the comparison index will become the base index and the new comparison index will be the last month (36<sup>th</sup>, 48<sup>th</sup>, 60<sup>th</sup>) of the contract year. Thus to calculate the MCI for year 3 it would compare the MCI from months twelve (12) and twenty-four (24) and for year 4 it would compare the MCI from month twenty-four (24) to thirty-six (36).

The price adjustments as mentioned above will not require a formal contract modification.

**1.6 Current Inventory of Equipment Covered Under this Agreement**

The list of current inventory of equipment covered under this agreement follows:

**O'HARE RWIS EQUIPMENT**

Scan-Web-Server- 4ea	
Scan Database Server	5ea
ESP Remote Processing Units (R PUs)	15ea
Theis Relative Humidity/Air Temperature Sensors	5ea
RM Young Wind Speed/Wind Direction Sensors	5ea

WW1'S Precipitation Sensors 2ea  
Yes/No Precipitation Sensors 4ea  
Surface Sensors 28ea  
Sub-surface Temperature Probes 7ea  
33.6K Modems 6ea  
Paccoms 6ea  
Motorola VHF Radios 17ea

EQUIPMENT LOCATIONS

RPU #1 4R Glideslope  
RPU #2 22L Glideslope  
RPU #3 28R Glideslope  
RPU #4 RPU #5 RPU #6 RPU #7 RPU #8 RPU #9 RPU #10 RPU #11 RPU #12 RPU #13 RPU #14 RPU #15  
RPU #16  
RPU#17  
RPU#18  
RPU#19  
RPU#20  
RPU #17 Removed  
10L Glideslope  
14R @ Mid Point  
14R Glideslope  
9R Glideslope  
Vor  
27L Glideslope  
14L Localizer  
West of Inner Bridge  
North of 4L/14L Intersection  
14L Glideslope  
East of Twy F Btn Rwy 10L-28R and Taxiway N  
Runway 9L/27R (under one year warranty period)  
Runway 9L-27R (under one year warranty period)  
Runway 10C-28C  
Runway 10C-28C  
Twy WK Bridge

**MIDWAY RWIS EQUIPMENT**

**Airside**

**RPU #1-Runway 4R**

- 1 FP2000 Surface Sensor made by Vaisala
- 1 Yes/No Precipitation Sensor made by Vaisala
- 1 Theis Relative Humidity / Atmospheric Temp Sensor
- 1 Motorola VHF Radio
- 1 RM Young Wind Speed/Wind Direction Sensor
- 1 Data Radio VHF Model

**RPU #2 –Runway 22L**

- 2 FP2000 Surface Sensors
- 1 Sub-surface Temperature Probe
- 1 Data Radio VHF Model

**RPU #3 –Runway 13 C**

- 2 FP2000 Surface Sensors
- 1 Yes/No Precipitation Sensor made by Vaisala
- 1 Theis Relative Humidity / Atmospheric Temp Sensor
- 1 RM Young Wind Speed/Wind Direction Sensor
- 1 Data Radio VHF Model

**RPU #4 –Runway 31 C**

- 1 FP2000 Surface Sensor made by Vaisala
- 1 Motorola VHF Radio
- 1 Data Radio VHF Model

**Landside**

**RPU #5 –South Flyover**

- 2 FP2000 Surface Sensor made by Vaisala
- 1 Sub-surface Temperature Probe
- 1 Sensit Active Pavement Sensor
- 1 Data Radio VHF Model

**RPU #6 – North Flyover**

- 2 FP2000 Surface Sensors
- 1 Sensit Active Pavement Sensor
- 1 Sub-surface Temperature Probe
- 1 Data Radio VHF Model

**1.7 Weather Forecasting Services (Line Items 1 and 4) (Prices set forth in Exhibit TBD - in Vendor's Proposal )**

O'Hare International Airport

Pavement Temperature Forecasting Services include year-round Atmospheric and Pavement Forecasts for O'Hare International Airport at one (1) station, as well as Consultative Forecasting Services including the following;

1. Daily Forecasts including 5-day weather outlooks
  - To be issued daily at or before 8AM (Eastern Time)
  - 24 hour daily summary
  - 5 day weather outlook
2. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
3. Web and email (if requested) updates of 24- hour notifications 12 hours in advance of the event.
4. In-progress event updating, as needed .
5. Access to a certified meteorologist to support 24-hour operations, via telephone and email.

Midway International Airport (Prices set forth in Exhibit TBD - in Vendor's Proposal)

Pavement Temperature Forecasting Services include a year-round for Midway International Airport one (1) site, including the following;

1. Daily Forecasts including 5-day weather outlooks
  - To be issued daily at or before 8AM (Eastern Time)
  - 24 hour daily summary
  - 5 day weather outlook
2. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
3. Web and email (if requested) updates of 24- hour notifications 12 hours in advance of the event.
4. In-progress event updating, as needed .
5. Access to a certified meteorologist to support 24-hour operations, via telephone and email.

**1.8 RWIS System Services**

Road Weather Information System ("RWIS") is a vital part of operations, thus it is imperative the system remain operational as specified. RWIS requires regular maintenance and attention to deliver optimum performance.

In the event of a malfunction the Contractor will first attempt to correct the problem remotely via telephone and/or computer. The Contractor will provide initial response – including remote diagnostics and site notification - within twenty-four (24) hours of the malfunction.

If the Contractor is unable to correct the problem remotely, the Contractor will send a technician to affect repairs on site within seventy-two (72) hours of the malfunction. The technician must contact Airport Operations eight (8) hours prior to the arrival to set up an escort on the airfield for each Airport. 72 hour response time is dependent on the Contractor gaining access to the airport.

### **1.8.1 Monthly Maintenance Services/ System Monitoring/Reporting by the Contractor**

The agreement includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per Airport location per Exhibit TBD – in Vendor’s proposal (O’Hare International Airport) and Exhibit TBD – in Vendor’s proposal (Midway International Airport).

### **1.8.2 Hardware Maintenance (Line Items 2 and 5)**

Maintain/repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition. Reactive maintenance performed when issues are identified through remote monitoring. Perform on-site preventative maintenance (PM) and calibration on hardware once per year. Includes all parts, labor & travel expenses (except traffic control, bucket and snooper trucks). Includes replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snow plows and other airport equipment, problems with power to the RWIS equipment, airport personnel and airport contractors. Technician must arrive on site in response to request for repairs within twenty-four (24) hours of notification from the Commissioner or authorized representative. The Contractor must ensure that the RWIS is completely operational within three (3) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe as installation is dependent on weather conditions and the use of third-party contractors. Exception may also be made for repairs that are not covered under the monthly maintenance and at the discretion of the Commissioner or authorized representative. Critical hardware and parts that are difficult to ascertain must be maintained by the Contractor as a “stocked item”.

### **1.8.3 Software Maintenance/Support & User Telephone Support/Data Hosting Display (Line Items 3 and 6)**

The Contractor must provide telephone and email support for all users 24 hours per day, 7 days per week, 365 days per year. This support must include but not limited to how to use and interpret the system software and data.

The Contractor must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

The Contractor will provide data hosting and display to provide a secure website for airport personnel to view the RWIS data from any computer with internet access. Data from each RPU will be collected by the Contractor using cell communications and archived at the Contractor’s Data Center for up to seven (7) years. Each RPU will be polled every ten minutes. The Contractor will provide up to 20 user access log –ins for each airport. Each user will have options to configure the display to his/ her preference. The secure website will display RWIS sensor data on a map of each airport as well as in a summary table. The map and summary view will display current sensor data as well as past and future forecast data for up to 24 hours. The display will automatically refresh to always show the latest data as it becomes available. Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts. The RWIS display will allow users to access archive information from any time when station data has been available, for up to seven (7) years. The archive function will recreate the RWIS display as it was at the date/time chosen. If cameras are used at any of the RPU locations, images will be available through the RWIS display. Users will be able to generate PDF reports and export data to Excel through the RWIS display.

### **1.9 System Monitoring/Reporting by the Contractor**

The Contractor will provide automated remote monitoring of RWIS sensor and system function. Data Quality reports will be automatically generated and available via the Navigator display.

System status reports will be provided at the beginning of each week. Status reports will verify sensor and system function and provide detailed information on failures.

The Contractor must have telephone, Internet or other network access to the RWIS stations.

#### **1.10 Equipment Upgrades and Technical Requirements**

**Equipment Upgrades (Line Item 7)** Prices set forth in Exhibit TBD – in Vendor’s proposal)

Pricing is included for required equipment upgrades. Upgrading obsolete equipment will ensure that parts are available to maintain the existing systems over the life of this agreement.

Upgrading to cellular communications will enhance the performance of the Hosted display, eliminate the on-site servers as a single point of system failure, and improve the Contractor’s ability to perform remote monitoring and maintenance.

Additionally, the on-site server software (SCAN Web) is no longer supported.

##### **Midway Airport Equipment Upgrades**

RWIS equipment at Midway Airport was upgraded in 2007, and the RPU electronics currently onsite are still supported. Some of the atmospheric sensors are obsolete and will require upgrade.

Installation of cell modems is required at all sites.

##### **O’Hare Airport Equipment Upgrades**

A number of the RPU electronics at O’Hare Airport are an obsolete model which is no longer supported. Replacement parts are no longer available for this equipment. As a result, outages at any of these sites are not

currently repairable. Upgrading this equipment would greatly improve the reliability of the system as a whole.

Some of these sites may be scheduled for removal or replacement as part of the ongoing O’Hare Modernization Program. Pricing has been included for all required upgrades at each RPU. It is understood that the airport may choose not to upgrade those RPUs that are scheduled for removal/replacement in the near future.

Similarly, upgrading to cell modems may not be required at sites that are currently not in use and/or will not be in use in the future.

However, the upgrade to cell modems will improve the Contractor’s ability to perform remote monitoring and maintenance on the equipment and increase the overall reliability of the system.

#### **1.11 Parts and Services Not Covered Under Monthly Maintenance (Line Item 8)**

When directed by the Commissioner or Authorized representative, any RWIS related equipment that is required for the system and not covered under the monthly maintenance can be provided at a cost as identified in the contract equipment/installation pricelist portion of the contract (Exhibit TBD – in Vendor’s proposal).

#### **1.12 Additional Site Locations**

The City reserves the right to add additional site location sensors and RPUs during the course of the contract at the rates quoted in Exhibit TBD – in Vendor’s proposal. The maintenance for these units will be covered under the Agreement at the prices quoted in Exhibit TBD – in Vendor’s proposal. A formal Contract Modification will not be required to add additional locations during the term of this Agreement.

#### **1.13 Warranty**

The warranty for additional parts and labor is detailed in Exhibit TBD. The Contractor’s standard warranty will apply.

**1.14 Custom Software**

The compensation specified in the Contractor's Proposal hereby grants to the City a perpetual, irrevocable and royalty-free license to use all software that is developed under this Contract by the Contractor and incorporated into the RWIS System by the Contractor, any subcontractor to the Contractor or any other party, as directed by the Contractor, if any. This license will include, but is not limited to, all programs and programming documentation. The Custom Software will all include all firmware and other fixed media whereby software is added to or maintained on the RWIS System.

The City may use the Custom Software on any or all central processing units used, owned or controlled by the City or entities controlled or affiliated with the City, and like or similar organizations that may hereafter be formed or connected with the City, for no additional fee. The City will have the right to reproduce the Custom Software, as necessary, solely for the City's use. The City will not sell, disclose or otherwise distribute the Custom Software to any third party at any time, but the City reserves the right, after the expiration or termination of this Contract, to have other contractors perform maintenance operation on the RWIS System, and to modify the Custom Software as necessary to maintain or otherwise modify the RWIS System.

Prior to the expiration or termination of this Contract the Contractor must provide to the City all source codes for Custom Software.

**1.15 Use of Weather Forecast by the City**

The City will not redistribute or retransmit (in any form) the Weather Forecasts to any third parties, including corporations affiliated with, controlled by or under common control with the City and including any other political entity within the same state or to any other state or political subdivision, unless (i) disclosure, redistribution or retransmission is required by law or by a valid order of a court or other governmental body of the United States or any political subdivision of it, (ii) the City can demonstrate that the disclosure, redistribution or retransmission did not cause harm to Contract or, or (iii) the disclosure, redistribution or retransmission is necessary for implementation of the RWIS System.

**1.16 Access to City's Weather Systems**

Any Weather Forecasts to be provided are based in whole or in part on non- copyrightable facts, such as weather data available from the City's or from other weather monitoring systems, including without limitation Road/Runway Weather Information Systems. City agrees to provide the Contractor with remote electronic access to its weather facts for use by the Contractor in preparing Weather Forecasts for the City. In addition, the City recognized that the Contractor may use the City's weather facts to prepare enhanced weather faces and/or Weather Forecasts for others as long as the others agree not to engage in any form of redistribution or retransmission of Weather Information and/or the Weather Forecasts. The Contractor agrees that it will not resell or otherwise charge others for the City's weather facts, however, the Contractor may charge others for other services of copyrightable information developed by the Contractor and provided by the Contractor to others in conjunction with or based on the City's weather facts. To the extent that weather facts of the City are supplied to others, the Contractor will include an acknowledgement that the City is the source of the weather facts. The City acknowledges that the Weather Information and Weather Forecasts are protected by copyright and that the Weather Information and Weather Forecasts are provided to the City for the City's internal use only. But the City will have the right to distribute the raw weather information to any vendor it sees fit.

**1.17 Contractor's Rights to Weather Forecasts**

The parties agree that at all times the Weather Forecasts will remain the sole and exclusive property of the Contractor and will be free from any claim or right, license, title or interest by the City, except as provided in the Contract.

**1.18 Warranty of Weather Forecasts**

Weather is an act of nature. There are no warranties, expressed or implied with respect to weather forecasts provided pursuant to this Contract and accordingly, the Weather Forecasts provided hereunder are provided "as is". With regard to the Weather Forecasts, the Contractor makes no expressed or implied representations or warranties of any kind including but not limited to warranties of fitness for a particular purpose or intended use or of merchantability (which are disclaimed). The Contractor assumes no responsibility with respect to the use by the customer or its employees or clients of the Weather Forecasts.

**1.19 Copyright Ownership**

Contractor and the City intend that, to the extent permitted by law, the deliverables, except Contractor licensed or Third-party software, to be produced by the Contractor at the City's instance and expense pursuant to this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the City will be sole copyright owner of the deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the deliverables prepared for the City under this Contract, and all goodwill relating to them, free and clear of any liens, claims of other encumbrances, to the fullest extent permitted by law. If any deliverable includes any Contractor proprietary documents, except Contractor licensed or Third-party software, the Contractor hereby grants to the City an irrevocable, non-transferable, paid-up license to use all of the Contractor's proprietary documents, except Contractor licensed or Third-party software, submitted to the City as a deliverable for any City purpose. Contractor will, and will cause all of its subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the deliverables, except Contractor licensed or Third-party software, and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the deliverables, except Contractor licensed or Third-party software. Contractor warrants and represents that the deliverables are complete, entire and comprehensive, and that the deliverables constitute a work of original authorship, except Contractor licensed or Third-party software.

**1.20 Contractor Licensed Software**

The compensation specified in the Contractor's Proposal hereby grants to the City a non-exclusive irrevocable license in perpetuity to use the Contractor's proprietary software, including Contractor's proprietary software, including the programs and programming documentation that has not been developed exclusively for the City under this Contract, in accordance with the software license. The City will have the right to reproduce the Contractor Licensed Software as necessary for backup purposes. All aspects of the Contractor Licensed Software, including without limitation, programs and methods of processing, will remain the sole and exclusive property of the Contractor. City acknowledges that no title to or ownership of the Contractor licensed Software, or any part thereof, is hereby transferred to the City.

**1.21 Third-Party Software**

The Contractor must secure for the City licenses (or sublicenses) and associated maintenance agreements for all software that is developed by a third party, is purchased as a whole by the Contractor and included as part of the RWIS System in the course of the services, if any. Prior to the expiration or termination of this Contract the Contractor must take all reasonable steps to ensure that the City's licenses (or sublicenses) continue to be in force for all Third-party Software, and that the City will be able to continue to use all Third-party Software after the expiration or termination hereof.

**1.22 Programming Language, Technical Specification of System**

Prior to performing any programming activities relating to the RWIS System the Contractor agrees that it will contact the Department and the City's Department of Business Information Services to determine the proper programming language and/or other technical details to which the services and software should conform, if required. If the Contractor fails to determine the proper programming language, or fails to determine other pertinent technical specification of the RWIS System, and such failure leads either to: (1) the development of Custom Software that does not function as required by this Contract, or (2) to the development of software that does not interface or function properly with the City's existing systems, then the Contractor will return and re-perform, at its sole expense, all programming work or other services that are necessary to correct the deficient functionality.

The Contractor must secure for the City licenses (or sublicenses) and associated maintenance agreements for all software that is developed by a third party, is purchased as a whole by the Contractor and included as part of the RWIS System in the course of the services, if any. Prior to the expiration or termination of this Contract the Contractor must take all reasonable steps to ensure that the City's licenses (or sublicenses) continue to be in force for all Third-party Software, and that the City will be able to continue to use all Third-party Software after the expiration or termination hereof.

## WARRANTY

Vaisala hereby represents and warrants all Products manufactured by Vaisala and sold hereunder to be free from defects in workmanship or material during a period of twelve (12) months from the date of delivery save for products for which a special warranty is given. If any Product proves however to be defective in workmanship or material within the period herein provided Vaisala undertakes to the exclusion of any other remedy to repair or at its own option replace the defective Product or part thereof free of charge and otherwise on the same conditions as for the original Product or part without extension to original warranty time. Defective parts replaced in accordance with this clause shall be placed at the disposal of Vaisala.

Vaisala also warrants the quality of all repair and service works performed by its employees to products sold by it. In case the repair or service works should appear inadequate or faulty and should this cause malfunction or nonfunction of the product to which the service was performed Vaisala shall at its free option either repair or have repaired or replace the product in question. The working hours used by employees of Vaisala for such repair or replacement shall be free of charge to the client. This service warranty shall be valid for a period of six (6) months from the date the service measures were completed.

This warranty is however subject to following conditions:

- a) A substantiated written claim as to any alleged defects shall have been received by Vaisala within thirty (30) days after the defect or fault became known or occurred, and
- b) the allegedly defective Product or part shall, should Vaisala so require, be sent to the works of Vaisala or to such other place as Vaisala may indicate in writing, freight and insurance prepaid and properly packed and labelled, unless Vaisala agrees to inspect and repair the Product or replace it on site.

This warranty does not however apply when the defect has been caused through

- a) normal wear and tear or accident;
- b) misuse or other unsuitable or unauthorized use of the Product or negligence or error in storing, maintaining or in handling the Product or any equipment thereof;

- c) wrong installation or assembly or failure to service the Product or otherwise follow Vaisala's service instructions including any repairs or installation or assembly or service made by unauthorized personnel not approved by Vaisala or replacements with parts not manufactured or supplied by Vaisala;
- d) modifications or changes of the Product as well as any adding to it without Vaisala's prior authorization;
- e) other factors depending on the Customer or a third party.

Notwithstanding the aforesaid Vaisala's liability under this clause shall not apply to any defects arising out of materials, designs or instructions provided by the Customer.

This warranty is expressly in lieu of and excludes all other conditions, warranties and liabilities, express or implied, whether under law, statute or otherwise, including without limitation ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE and all other obligations and liabilities of Vaisala or its representatives with respect to any defect or deficiency applicable to or resulting directly or indirectly from the Products supplied hereunder, which obligations and liabilities are hereby expressly cancelled and waived. Vaisala's liability shall under no circumstances exceed the invoice price of any Product for which a warranty claim is made, nor shall Vaisala in any circumstances be liable for lost profits or other consequential loss whether direct or indirect or for special damages.

## **Vaisala Response to CDA (Proposal)**

# VAISALA

January 23, 2014

Chicago Department of Aviation  
10510 West Zemke Road  
Chicago, IL 60666  
Attn: David Bowman

RE: Contract No. 24325  
Road Weather Information Systems (RWIS)

Dear David:

Vaisala Inc. provides the City of Chicago with Runway Weather Information System (RWIS) equipment and services under the above-referenced contract. Our goal in providing these services is to maximize the value of the existing infrastructure purchased by the City and utilized by the Chicago Midway International Airport (MDW), Chicago O'Hare International Airport (ORD), and Department of Streets and Sanitation.

We are the only vendor capable of providing these services, for reasons as follows:

- Vaisala is the sole source for replacement parts for the existing systems. No other vendor's pavement sensors are compatible with this system.
- No other vendors or distributors are authorized to sell Vaisala RWIS component parts in this market.
- Vaisala has not shared technical information with other vendors to facilitate integration of our technology into other RWIS systems.
- Vaisala is the only vendor to comply with the FAA and SAE guidelines regarding installation of in-pavement sensors at airports. Vaisala is also the only vendor to meet FAA requirements for AIP funding of in-pavement runway sensors.
- Vaisala does not offer factory training on the RWIS system or components. While other vendors may have offered limited preventive maintenance services for this system in the past, no vendors have had access to training on new sensors and components. There are no other vendors who are qualified to maintain all of the RWIS equipment owned by the City of Chicago.
- This contract requires a vendor that can provide a variety of complex products and services. There are currently no other vendors that are able to provide the full scope of services required under this contract.

Please feel free to contact me should you have any questions.

Sincerely,



Nancy Thomsen  
North America Market Segment, Sales Manager  
Vaisala Inc.

July 10, 2014

Chicago Department of Aviation  
10510 West Zemke Road  
Chicago, IL 60666  
Attn: David Bowman

Dear David:

Enclosed please find our proposal for Road Weather Information Systems (RWIS) at O'Hare and Midway International Airports. This proposal includes pricing for RWIS system services, equipment upgrades, and line item equipment and services pricing.

Please feel free to contact me should you have any questions.

Sincerely,



Stephanie Haynes  
Sales Manager/Business Analyst  
Vaisala Inc.

## **Forecast Services**

### O'Hare International Airport (Prices set forth in Exhibit A)

Forecasting Services include year-round Atmospheric and Pavement Forecasts for O'Hare International Airport at one (1) station as well as Consultative Forecasting Services.

Forecasts of atmospheric and pavement conditions will be delivered in a graphical format. Forecasts will be provided for all available atmospheric parameters, including: surface temperature, surface condition, air temperature, dew point, rain state, and wind speed. Atmospheric and Pavement Forecasts will be delivered via the Navigator display.

Consultative Forecasting Services consist of:

- Daily forecasts including 5-day weather outlooks
  - To be issued daily at or before 8 AM (Eastern Time)
  - 24-hour daily summary
  - 5-day weather outlook
- Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
- Web and email (if requested) updates of 24-hour notifications 12 hours in advance of the event.
- In-progress event updating, as needed.
- Access to a certified meteorologist to support 24-hour operations, via telephone and email.

Forecasts will be delivered via the Navigator display and may optionally be delivered via email or text message.

### Midway International Airport (Prices set forth in Exhibit B)

Forecasting Services include year-round Atmospheric and Pavement Forecasts for Midway International Airport at one (1) station as well as Consultative Forecasting Services.

Forecasts of atmospheric and pavement conditions will be delivered in a graphical format. Forecasts will be provided for all available atmospheric parameters, including: surface temperature, surface condition, air temperature, dew point, rain state, and wind speed. Atmospheric and Pavement Forecasts will be delivered via the Navigator display.

Consultative Forecasting Services consist of:

- Daily forecasts including 5-day weather outlooks
  - To be issued daily at or before 8 AM (Eastern Time)
  - 24-hour daily summary
  - 5-day weather outlook
- Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
- Web and email (if requested) updates of 24-hour notifications 12 hours in advance of the event.
- In-progress event updating, as needed.
- Access to a certified meteorologist to support 24-hour operations, via telephone and email.

Forecasts will be delivered via the Navigator display and may optionally be delivered via email or text message.

## **RWIS System Services**

Road Weather Information System ("RWIS") is a vital part of operations, thus it is imperative the system remain operational as specified. RWIS requires regular maintenance and attention to deliver optimum performance.

In the event of a malfunction the Contractor will first attempt to correct the problem remotely via telephone and/or computer. The Contractor will provide initial response – including remote diagnostics and site notification – within 24-hours of the malfunction.

If the Contractor is unable to correct the problem remotely the Contractor will send a technician to affect repairs on site within seventy-two (72) hours of the malfunction. The technician must contact Airport Operations eight (8) hours prior to the arrival to set up an escort onto the airfield. 72-hour response time is dependent on the Contractor gaining access to the airport.

The Agreement includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per location per Exhibit A (O'Hare International Airport) and Exhibit B (Midway International Airport).

#### *System Monitoring/Reporting*

The Contractor will provide automated remote monitoring of RWIS sensor and system function. Data Quality reports will be automatically generated and available via the Navigator display.

System status reports will be provided at the beginning of each week. Status reports will verify sensor and system function and provide detailed information on failures.

The Contractor must have telephone, Internet or other network access to the RWIS stations.

#### *Hardware Maintenance Services*

Maintain/repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition

Perform preventive maintenance (PM) on hardware once per year

Reactive maintenance performed when issues are identified through remote monitoring

Includes all parts, labor & travel expenses (except traffic control, bucket and snooper trucks)

Includes replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snow plows and other airport equipment, problems with power to the RWIS equipment, airport personnel, and airport contractors.

Technician must arrive on site in response to request for repairs within seventy-two (72) hours of notification from the Commissioner or authorized representative. On-site response is dependent on the technician's access to the equipment, which may require runway closures. On-site response may not be required within the designated timeframe if an outage is caused by damage excluded in this agreement, as detailed above.

The Contractor must ensure that the RWIS is completely operational within five (5) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe as installation is dependent on weather conditions and the use of third-party contractors. Exceptions may also be made for repairs that are not covered under this Agreement and at the discretion of the Commissioner or authorized representative.

Critical hardware and parts that are difficult to ascertain must be maintained by the contractor/technician as a "stocked item."

#### *User Telephone Support*

The Contractor must provide telephone and email support for all users, the support must include but not limited to how to use and interpret the system software and data.

Telephone and email support will be available 24/7/365.

The Contractor must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

#### **Data Hosting & Display**

The Contractor will provide a secure website for airport personnel to view the RWIS data from any computer with internet access.

Data from each RPU will be collected by the Contractor using cell communications and archived at the vendor's Data Center for up to 7 years. Each RPU will be polled every 10 minutes.

The Contractor will provide up to 20 user access log-ins for each airport. Each user will have options to configure the display to his/her preferences.

The secure website will display RWIS sensor data on a map of the airport as well as in a summary table. The map and summary view will display current sensor data as well as past and future forecast data for up to 24 hours.

The display will automatically refresh to always show the latest data as it becomes available.

Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts.

The RWIS display will allow users to access archive information from any time when station data has been available, for up to 7 years. The archive function will recreate the RWIS display as it was at the date/time chosen.

If cameras are used at any of the RPU locations, images will be available through the RWIS display.

Users will be able to generate PDF reports and export data to Excel through the RWIS display.

The Contractor will be compensated on a monthly basis per location per Exhibit A (O'Hare International Airport) and Exhibit B (Midway International Airport).

**Equipment Upgrades (Prices set forth in Exhibit C)**

Pricing is included for required equipment upgrades. Upgrading obsolete equipment will ensure that parts are available to maintain the existing systems over the life of this agreement.

Upgrading to cellular communications will enhance the performance of the Hosted display, eliminate the on-site servers as a single point of system failure, and improve the Contractor's ability to perform remote monitoring and maintenance. Additionally, the on-site server software (SCAN Web) is no longer supported. It is recommended that this upgrade be completed as soon as possible.

**Midway Airport Equipment Upgrades**

RWIS equipment at Midway Airport was upgraded in 2007, and the RPU electronics currently onsite are still supported. Some of the atmospheric sensors are obsolete and recommended for upgrade.

Installation of cell modems is required at all sites.

**O'Hare Airport Equipment Upgrades**

A number of the RPU electronics at O'Hare Airport are an obsolete model which is no longer supported. Replacement parts are no longer available for this equipment. As a result, outages at any of these sites are not currently repairable. Upgrading this equipment would greatly improve the reliability of the system as a whole.

Some of these sites may be scheduled for removal or replacement as part of the ongoing O'Hare Modernization Program. Pricing has been included for all required upgrades at each RPU. It is understood that the airport may choose not to upgrade those RPUs that are scheduled for removal/replacement in the near future.

Similarly, upgrading to cell modems may not be required at sites that are currently not in use and/or will not be in use the future. However, the upgrade to cell modems will improve the Contractor's ability to perform remote monitoring and maintenance on the equipment and increase the overall reliability of the system.

**EXHIBIT A  
COMPENSATION SCHEDULE  
O'HARE INTERNATIONAL AIRPORT**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
RWIS Maintenance - Annual Price	\$ 25,200.00	\$ 25,704.00	\$ 26,218.08	\$ 26,742.44	\$ 27,277.29	\$ 27,822.84
RWIS Maintenance - Monthly Price	\$ 2,100.00	\$ 2,142.00	\$ 2,184.84	\$ 2,228.54	\$ 2,273.11	\$ 2,318.57
+1 RPU	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Forecasting - Annual Price	\$ 12,000.00	\$ 12,240.00	\$ 12,484.80	\$ 12,734.50	\$ 12,989.19	\$ 13,248.97
Forecasting - Monthly Price	\$ 1,000.00	\$ 1,020.00	\$ 1,040.40	\$ 1,061.21	\$ 1,082.43	\$ 1,104.08
Hosting - Annual Price	\$ 9,780.00	\$ 9,780.00	\$ 9,780.00	\$ 9,780.00	\$ 9,780.00	\$ 9,780.00
Hosting - Monthly Price	\$ 815.00	\$ 815.00	\$ 815.00	\$ 815.00	\$ 815.00	\$ 815.00
<b>Total Annual Price</b>	<b>\$ 46,980.00</b>	<b>\$ 47,724.00</b>	<b>\$ 48,482.88</b>	<b>\$ 49,256.94</b>	<b>\$ 50,046.48</b>	<b>\$ 50,851.81</b>
<b>Total Monthly Price</b>	<b>\$ 3,915.00</b>	<b>\$ 3,977.00</b>	<b>\$ 4,040.24</b>	<b>\$ 4,104.74</b>	<b>\$ 4,170.54</b>	<b>\$ 4,237.65</b>

**EXHIBIT B**  
**COMPENSATION SCHEDULE**  
**MIDWAY INTERNATIONAL AIRPORT**

<b>Midway Airport</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
RWIS Maintenance - Annual Price	\$ 8,100.00	\$ 8,262.00	\$ 8,427.24	\$ 8,595.78	\$ 8,767.70	\$ 8,943.05
RWIS Maintenance - Monthly Price	\$ 675.00	\$ 688.50	\$ 702.27	\$ 716.32	\$ 730.64	\$ 745.25
+1 RPU	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Forecasting - Annual Price	\$ 10,000.00	\$ 10,200.00	\$ 10,404.00	\$ 10,612.08	\$ 10,824.32	\$ 11,040.81
Forecasting - Monthly Price	\$ 833.33	\$ 850.00	\$ 867.00	\$ 884.34	\$ 902.03	\$ 920.07
Hosting - Annual Price	\$ 5,000.00	\$ 5,100.00	\$ 5,202.00	\$ 5,306.04	\$ 5,412.16	\$ 5,520.40
Hosting - Monthly Price	\$ 416.67	\$ 425.00	\$ 433.50	\$ 442.17	\$ 451.01	\$ 460.03
<b>Total Annual Price</b>	<b>\$ 23,100.00</b>	<b>\$ 23,562.00</b>	<b>\$ 24,033.24</b>	<b>\$ 24,513.90</b>	<b>\$ 25,004.18</b>	<b>\$ 25,504.27</b>
<b>Total Monthly Price</b>	<b>\$ 1,925.00</b>	<b>\$ 1,963.50</b>	<b>\$ 2,002.77</b>	<b>\$ 2,042.83</b>	<b>\$ 2,083.68</b>	<b>\$ 2,125.36</b>

**EXHIBIT C - RWIS EQUIPMENT UPGRADES**

**MIDWAY EQUIPMENT UPGRADES - REQUIRED**

**ALL REQUIRED UPGRADES**

**COMMUNICATION EQUIPMENT**

6	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	5,850.00
6	LX Modem Kit	238795	\$	900.00	\$	5,400.00
6	Modem Activation - 4G Verizon	Project Item				

**ATMOSPHERIC SENSORS**

<b>Air Temp / Humidity Sensors</b>						
2	HMP155 w/ Connection Cable 3.85m 8-pin M12	HMP155 E1AA11A0A1A1A0A	\$	1,273.00	\$	2,546.00
2	HMP155 LX-RPU NA Accessory Kit	76903000	\$	122.00	\$	244.00
2	Radiation Shield	DTR503A	\$	315.00	\$	630.00
2	Rain Detector (RAIN ON/OFF)	DRD11A	\$	2,150.00	\$	4,300.00
2	DRD11A LX-RPU NA Accessory kit	76905000				
<b>Precipitation / Visibility Sensors</b>						
1	PWD Connection Cable 3.85m (16 wires)	217150	\$	175.00	\$	175.00
1	PWD12, Precipitation / Visibility Sensor, 10-2000m	PWD C>NNNN1NANNNNBN	\$	7,480.64	\$	7,480.64
1	Installation Kit for PWD10/12/20/22	76800000	\$	300.00	\$	300.00
<b>Wind Sensors</b>						
2	Wind Sensor Kit	WM30B2CB	\$	1,430.00	\$	2,860.00
2	WMS301 LX-RPU NA Accessory Kit	76902000	\$	225.00	\$	450.00
<b>Sensor Mounting Hardware Components</b>						
2	Sensor Mounting Hardware Kit, Pole	DRUNIVARM	\$	787.00	\$	1,574.00

**INSTALLATION SERVICES**

1	On-Site Equipment Installation	INSTDAY	\$	2,250.00	\$	2,250.00
1	Installation by Vaisala personnel. Includes equipment installation, calibration, configuration and start-up.					

<b>TOTAL, REQUIRED UPGRADES</b>	<b>\$ 34,059.64</b>
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<b>TOTAL, MIDWAY EQUIPMENT UPGRADES</b>	<b>\$ 34,059.64</b>
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**O'HARE EQUIPMENT UPGRADES - REQUIRED**

**11 SITES**

**COMMUNICATION EQUIPMENT**

11	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	10,725.00
11	LX Modem Kit	238795	\$	900.00	\$	9,900.00
11	Modem Activation - 4G Verizon	Project Item				

<b>TOTAL, 11 SITES</b>	<b>\$ 20,625.00</b>
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**27L GLIDESLOPE**

**WEATHER STATION ELECTRONICS**

1	Vaisala SSI RWS Upgrade for Standard Size Enclosure, 30x24x12 (110VAC)	70030200	\$	7,469.00	\$	7,469.00
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**COMMUNICATION EQUIPMENT**

1	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	975.00
1	LX Modem Kit	238795	\$	900.00	\$	900.00
1	Modem Activation - 4G Verizon	Project Item				

<b>TOTAL, 27L GLIDESLOPE</b>	<b>\$ 9,344.00</b>
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**14L LOCALIZER**

**WEATHER STATION ELECTRONICS**

1	Vaisala SSI RWS Upgrade for Standard Size Enclosure, 30x24x12 (110VAC)	70030200	\$	7,469.00	\$	7,469.00
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**COMMUNICATION EQUIPMENT**

1	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	975.00
1	LX Modem Kit	238795	\$	900.00	\$	900.00
1	Modem Activation - 4G Verizon	Project Item				

<b>TOTAL, 14L LOCALIZER</b>	<b>\$ 9,344.00</b>
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**NORTH 4L-22R/14L-32R****WEATHER STATION ELECTRONICS**

1	Vaisala SSI RWS Upgrade for Standard Size Enclosure, 30x24x12 (110VAC)	70030200	\$	7,469.00	\$	7,469.00
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**COMMUNICATION EQUIPMENT**

1	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	975.00
1	LX Modem Kit	238795	\$	900.00	\$	900.00
1	Modem Activation - 4G Verizon	Project Item				

<b>TOTAL, NORTH 4L-22R/14L-32R</b>					<b>\$</b>	<b>9,344.00</b>
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**ALL SITES****INSTALLATION SERVICES**

1	On-Site Equipment Installation Installation by Vaisala personnel. Includes equipment installation, calibration, configuration and start-up. Installation price assumes that all upgrades will be completed at the same time.	INSTDAY	\$	4,500.00	\$	4,500.00
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<b>TOTAL, O'HARE EQUIPMENT UPGRADES - REQUIRED</b>					<b>\$</b>	<b>53,157.00</b>
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**O'HARE EQUIPMENT UPGRADES - OPTIONAL****14R GLIDESLOPE**

\*This site may be scheduled for decommissioning in 2015-2016 due to construction. The upgrade options may not be required if this site will be removed in the near future.

**WEATHER STATION ELECTRONICS**

1	Vaisala SSI RWS Upgrade for Standard Size Enclosure, 30x24x12 (110VAC)	70030200	\$	7,469.00	\$	7,469.00
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**COMMUNICATION EQUIPMENT**

1	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	975.00
1	LX Modem Kit	238795	\$	900.00	\$	900.00
1	Modem Activation - 4G Verizon	Project Item				

**ATMOSPHERIC SENSORS**

1	Rain Detector (RAIN ON/OFF)	DRD11A	\$	2,150.00	\$	2,150.00
1	DRD11A LX-RPU NA Accessory kit	76905000				

<b>TOTAL, 14R GLIDESLOPE</b>					<b>\$</b>	<b>11,494.00</b>
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**14L GLIDESLOPE**

\*This site may be scheduled for decommissioning in 2015-2016 due to construction. The upgrade options may not be required if this site will be removed in the near future.

**WEATHER STATION ELECTRONICS**

1	Vaisala SSI RWS Upgrade for Standard Size Enclosure, 30x24x12 (110VAC)	70030200	\$	7,469.00	\$	7,469.00
1	Vaisala SSI RWS Serial Port Expansion Kit - Adds 2 Serial Ports	70120050	\$	305.00	\$	305.00

**COMMUNICATION EQUIPMENT**

1	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	975.00
1	LX Modem Kit	238795	\$	900.00	\$	900.00
1	Modem Activation - 4G Verizon	Project Item				

**ATMOSPHERIC SENSORS****Air Temp / Humidity Sensors**

1	HMP155 w/ Connection Cable 3.5m 8-pin M12	HMP155 E1AA11A0A1A1A0A	\$	1,273.00	\$	1,273.00
1	HMP155 LX-RPU NA Accessory Kit	76903000	\$	122.00	\$	122.00
1	Radiation Shield	DTR503A	\$	315.00	\$	315.00
1	Rain Detector (RAIN ON/OFF)	DRD11A	\$	2,150.00	\$	2,150.00
1	DRD11A LX-RPU NA Accessory kit	76905000				

**Wind Sensors**

1	Wind Sensor Kit	WM30B2CB	\$	1,430.00	\$	1,430.00
1	WMS301 LX-RPU NA Accessory Kit	76902000	\$	225.00	\$	225.00

**Sensor Mounting Hardware Components**

1	Sensor Mounting Hardware Kit, Pole	DRUNIVARM	\$	787.00	\$	787.00
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<b>TOTAL, 14L GLIDESLOPE</b>					<b>\$</b>	<b>15,951.00</b>
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**VORTAC**

\*This site may be scheduled for decommissioning or relocation due to construction. The upgrade options may not be required if this site will be removed in the near future.

**WEATHER STATION ELECTRONICS**

1	Vaisala SSI RWS Upgrade for Standard Size Enclosure, 30x24x12 (110VAC)	70030200	\$	7,469.00	\$	7,469.00
1	Vaisala SSI RWS Serial Port Expansion Kit - Adds 2 Serial Ports	70120050	\$	305.00	\$	305.00
1	Vaisala SSI RWS 4 Surface Sensor Expansion Kit - Adds 4 Sensors	70120044	\$	1,421.00	\$	1,421.00

**COMMUNICATION EQUIPMENT**

1	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	975.00
1	LX Modem Kit	238795	\$	900.00	\$	900.00
1	Modem Activation - 4G Verizon	Project Item				

**ATMOSPHERIC SENSORS**

<b>Air Temp / Humidity Sensors</b>						
1	HMP155 w/ Connection Cable 3.5m 8-pin M12	HMP155 E1AA11A0A1A1A0A	\$	1,273.00	\$	1,273.00
1	HMP155 LX-RPU NA Accessory Kit	76903000	\$	122.00	\$	122.00
1	Radiation Shield	DTR503A	\$	315.00	\$	315.00
1	Rain Detector (RAIN ON/OFF)	DRD11A	\$	2,150.00	\$	2,150.00
1	DRD11A LX-RPU NA Accessory kit	76905000				
<b>Precipitation / Visibility Sensors</b>						
1	PWD Connection Cable 3.85m (16 wires)	217150	\$	175.00	\$	175.00
1	PWD12, Precipitation / Visibility Sensor, 10-2000m	PWD CNNNN1NANNNNBN	\$	7,480.64	\$	7,480.64
1	Installation Kit for PWD10/12/20/22	76800000	\$	300.00	\$	300.00
<b>Wind Sensors</b>						
1	Wind Sensor Kit	WM30B2CB	\$	1,430.00	\$	1,430.00
1	WMS301 LX-RPU NA Accessory Kit	76902000	\$	225.00	\$	225.00
<b>Sensor Mounting Hardware Components</b>						
1	Sensor Mounting Hardware Kit, Pole	DRUNIVARM	\$	787.00	\$	787.00

<b>TOTAL, VORTAC</b>						<b>\$ 25,327.64</b>
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**9R GLIDESLOPE**

\*This site may be scheduled for decommissioning or relocation due to construction. The upgrade options may not be required if this site will be removed in the near future.

**WEATHER STATION ELECTRONICS**

1	Vaisala SSI RWS Upgrade for Standard Size Enclosure, 30x24x12 (110VAC)	70030200	\$	7,469.00	\$	7,469.00
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**COMMUNICATION EQUIPMENT**

1	Digi WR21 4G LTE Cell Modem	238792	\$	975.00	\$	975.00
1	LX Modem Kit	238795	\$	900.00	\$	900.00
1	Modem Activation - 4G Verizon	Project Item				

<b>TOTAL, 9R GLIDESLOPE</b>						<b>\$ 9,344.00</b>
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**ALL SITES****INSTALLATION SERVICES**

1	<b>On-Site Equipment Installation</b> Installation by Vaisala personnel. Includes equipment installation, calibration, configuration and start-up. Installation price assumes that all upgrades will be completed at the same time.	INSTDAY	\$	4,500.00	\$	4,500.00
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<b>TOTAL, O'HARE EQUIPMENT UPGRADES - OPTIONAL</b>						<b>\$ 66,616.64</b>
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**RWIS EQUIPMENT/SENSORS/PERIPHERALS**

Cable Gland, PG16	227437	
Nut, Cable Gland, PG16	227442	
RS485 Biasing Resistor Block	50001200	
Female Disconnect, Insulated, 22-18 AWG	18600201	
Male Disconnect, Insulated, 22-18 AWG	18600200	
28Vdc Power Supply Kit	56023500	
DSC111/DST111 Installation Manual (North Americal)	00000050	

**PAVEMENT SENSORS**

<b>Vaisala SSI Passive Pavement Sensor FP2000 300' Grey #3 Kit</b>	<b>76420300</b>	<b>\$</b>	<b>4,060.00</b>
Includes 300' Type IIA cable, 1-20 oz. encapsulating epoxy, 1-6 oz. topcoat epoxy #3 concrete, 1 Steel Stick			
<b>Vaisala SSI Passive Pavement Sensor FP2000 300' Black #9 Kit</b>	<b>76421300</b>	<b>\$</b>	<b>4,060.00</b>
Includes 300' Type IIA cable, 1-20 oz. encapsulating epoxy, 1-6 oz. topcoat epoxy #9 asphalt, 1 Steel Stick			
<b>Vaisala Subsurface Temperature Probe w/300' D Kit</b>	<b>76510310</b>	<b>\$</b>	<b>1,380.00</b>
Includes 300' Type IIA cable, 1-20 oz. encapsulating epoxy			
<b>Splice Kit</b>	<b>24051020</b>	<b>\$</b>	<b>80.00</b>
<b>Splice Tool Kit</b>	<b>24051016</b>	<b>\$</b>	<b>529.00</b>
Hand presser and swaging tool			
<b>Type V Surface Sensor Extension Cable in Linear Feet</b>	<b>42110002</b>	<b>\$</b>	<b>1.50</b>
Up to 500 feet shipped via UPS, longer lengths via common carrier			<b>Per Foot</b>
<b>Non-invasive Surface State Sensor</b>	<b>DSC111</b>	<b>\$</b>	<b>16,565.00</b>
DSC111 Aiming Tool Kit	DSC111KIT	\$	660.00
<b>Non-invasive Surface Temperature Sensor</b>	<b>DST111</b>	<b>\$</b>	<b>5,430.00</b>
<b>Non-invasive Sensor Cables</b>			
Communication cable between DSC111 and DST111	216548	\$	96.00
10m cable for communications and power supply	216546	\$	96.00
25m cable for communications and power supply	216547	\$	139.00
50m cable for communications and power supply	DR221741Z50M	\$	397.00
100m cable for communications and power supply	DR221741Z100M	\$	795.00
150m cable for communications and power supply	DR221741Z150M	\$	1,192.00

**ATMOSPHERIC & ENVIRONMENTAL SENSING DEVICES**

<b>Air Temp / Humidity Sensors</b>			
HMP155 w/ Connection Cable 3.5m 8-pin M12	HMP155 E1AA11A0A1A1A0A	\$	1,273.00
HMP155 LX-RPU NA Accessory Kit	76903000	\$	122.00
Radiation Shield	DTR503A	\$	315.00
<b>Rain Detector (RAIN ON/OFF)</b>			
DRD11A LX-RPU NA Accessory kit	DRD11A	\$	2,150.00
	76905000		
<b>Precipitation / Visibility Sensors</b>			
PWD12, Precipitation / Visibility Sensor, 10-2000m	PWD C>NNNN1NANNNNBN	\$	7,480.64
PWD22, Precipitation / Visibility Sensor, 10-20,000m	Project Item	\$	10,614.93
PWD Connection Cable 3.85m (16 wires)	217150	\$	175.00
Installation Kit for PWD10/12/20/22	76800000	\$	300.00
U-Bolts(4), Square Clamps(2), Nuts(8), Split Washer(8)	XARMOUNT		
Cross Arm, 1.2 m	212564		
Cable Gland, PG16	227437		
Nut, Cable Gland, PG16	227442		
Biasing Resistor Block	50001200		
Female Disconnect, Insulated, 22-18 AWG	18600201		
Male Disconnect, Insulated, 22-18 AWG	18600200		
PWD Roadway Installation Manual	00000051		
<b>Wind Sensors</b>			
<b>Wind Sensor Kit</b>	<b>WM30B2CB</b>	<b>\$</b>	<b>1,430.00</b>
Mechanical Wind Sensor	WMS301		
Mounting Accessories Kit for WMS301 and 50mm-110mm Mast	WMS30KIT		
Cable, 10 m	19904		
WMS301 LX-RPU NA Accessory Kit	76902000	\$	225.00
<b>Wind Sensor (Spare Part)</b>	<b>WMS301</b>	<b>\$</b>	<b>1,238.24</b>
Mechanical Wind Sensor			
Mounting Accessories Kit for WMS301 and 50mm-110mm Mast	WMS30KIT	\$	115.00
<b>Ultrasonic Wind Sensor Kit, Standard, Heated</b>	<b>WMT700 2B2A0A003B1A2</b>	<b>\$</b>	<b>3,190.00</b>
Ultrasonic Wind Sensor, Heated Transducers, 65m/s, -40...+60C	WMT702		
Mounting Accessories Kit for WMT70	WMT70FIX		
Cable, 10 m	WMT70CABLE2		
WMT702 LX-RPU NA Accessory Kit (Heated Version)	76906000	\$	338.00

**RWIS EQUIPMENT/SENSORS/PERIPHERALS**

<b>Pressure Sensor</b>	<b>PTB1101A0AB</b>	<b>\$</b>	<b>950.00</b>
BAROCAP® silicon capacitive absolute pressure sensor Range: 500-1100 hPa Total accuracy (-20 ... +45 °C): ±1.00 hPa 0..5 Vdc Standard Installation			
<b>PTB110 LX-RPU NA Accessory Kit</b>	<b>76904000</b>	<b>\$</b>	<b>110.00</b>
<b>Fixed Color Camera Kit - Pole Mount</b>	<b>232246</b>	<b>\$</b>	<b>4,618.00</b>
Includes fixed network camera with heater, fan, 1 ft CAT5 patch cable, pole mount installation kit			
<b>Fixed Color Camera Kit - Tower Mount</b>	<b>232245</b>	<b>\$</b>	<b>4,618.00</b>
Includes fixed network camera with heater, fan, 30 ft rugged ethernet cable, 1 ft CAT5 patch cable, wall mount bracket, tower mount installation kit			
<b>Camera Cables</b>			
Ethernet Cable, Outdoor, 30 Ft Rugged	221361	\$	52.00
Ethernet Cable, Outdoor, 50 Ft Rugged	224853	\$	55.00
Ethernet Cable, Outdoor, 100 Ft Rugged	232449	\$	92.88
Ethernet Cable, Outdoor, 150 Ft Rugged	232450	\$	131.76
<b>Fixed Mobotix Camera</b>		<b>\$</b>	<b>3,840.00</b>
Mobotix 12 Camera	ICECAM_MOBM12		
30' cable for Mobotix Camera	221361		
4' cable for Mobotix Camera	221507		

**COMMUNICATION EQUIPMENT**

<b>Digi WR21 4G LTE Verizon Cell Modem</b>	<b>238792</b>	<b>\$</b>	<b>975.00</b>
<b>LX Modem Kit, includes antenna, cables, mounting brackets</b>	<b>238795</b>	<b>\$</b>	<b>900.00</b>
<b>Modem Activation - 4G Verizon</b>	<b>Project Item</b>		

**MANUALS**

<b>LX Technical Manual</b>	<b>00000005</b>	<b>\$</b>	<b>305.00</b>
Includes one printed copy and on copy on CD			
<b>Airport System Installation Manual</b>	<b>00000001</b>	<b>\$</b>	<b>30.00</b>
<b>Sensor/Sub Probe Installation/Splice Manual</b>	<b>00000003</b>	<b>\$</b>	<b>30.00</b>

**FREIGHT**

<b>Next Day Express Delivery</b>	<b>SRA902</b>		<b>3% Equip. Total</b>
<b>2-3 Day Delivery</b>	<b>SRA902</b>		<b>2% Equip. Total</b>
<b>Ground Delivery</b>	<b>SRA902</b>		<b>1% Equip. Total</b>

**RWIS SERVICES**

**INSTALLATION SERVICES**

<b>RWIS Electronics &amp; Atmospheric Sensor Installation</b>	<b>SRA131</b>	<b>\$</b>	<b>1,500.00</b>
Installation by Vaisala personnel. Includes equipment installation, calibration, configuration and start-up. Excludes installation of pavement sensors and Airport Mounting Structures.			
<b>Pavement Sensor/Sub-Surface Sensor Replacement</b>	<b>SRA131</b>	<b>\$</b>	<b>4,750.00</b>
Replacement of damaged FP2000 or Sub-Surface Sensor in place. Includes splice to Type V cable. Does not include replacement of Type V cable or other electrical work.			
<b>Contractor Installation Work</b>	<b>SRA408</b>		<b>QUOTE ON REQUEST</b>
Civil works and/or electrical work required to install Airport Mounting Structures, Type V cable, and/or new RWIS equipment on-site.			

**SERVICE / PREVENTATIVE MAINTENANCE CONTRACTS & ENGINEERING**

<b>Commissioning / Site Acceptance</b>	<b>SRA141</b>	<b>\$</b>	<b>200.00</b>
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**RWIS EQUIPMENT/SENSORS/PERIPHERALS**

	<b>Per Hour</b>
<p>Commissioning is performed by Vaisala Field Service Engineer on site after installation has been completed. It is the process that brings the installed RWIS equipment into a fully operational condition. If performed as a separate service, the Field Engineer will calibrate and terminate the pavement sensor cables. The completion of commissioning signifies the start of warranty period.</p>	
<p><b>Web Training</b></p> <p>Navigator II User Training. Training will be provided remotely over WebEx online software. Up to 3 training sessions may be provided at no additional charge.</p>	<p><b>237013</b>      \$    <b>1,250.00</b></p>
<p><b>On-Site Training</b></p> <p>Navigator II User Training on-site, at customer's facilities. Duration: 1 day. Training equipment and facilities as specified by Vaisala are furnished by the Buyer. The maximum number of delegates we can accommodate on this course is 20. Vaisala retains the right to cancel the training at any stage if these requirements are not met. Training fee covers electronic copy of course material for up to 20 delegates.</p>	<p><b>237013</b>      \$    <b>4,500.00</b></p>

**Vaisala Anticipated Cost Over 6 Years – New Contract**

The total cost of this procurement is estimated at approximately \$663,810.68 over six (6) years. A breakdown of estimated costs for the 6 year contract term follows:

Fixed Costs (Maintenance, Forecasting Services and Data Hosting)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
ORD	\$46,980.00	\$47,724.00	\$48,482.88	\$49,256.94	\$50,046.48	\$50,851.81
MDW	\$23,100.00	\$23,562.00	\$24,033.24	\$24,513.90	\$25,004.18	\$25,504.27
Total	\$70,080.00	\$71,286.00	\$72,516.12	\$73,770.84	\$75,050.66	\$76,356.08

Repairs (Estimated Cost – for work not covered under Maintenance)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
	\$10,000.00	\$11,025.00	\$11,576.00	\$12,155.00	\$12,762.00	\$13,400.00

Potential Equipment Upgrades

ORD	\$119,773.64
MDW	\$ 34,059.34
Total	\$153,832.98

Vaisala Runway/Roadway Weather Information System (RWIS) Services

6/23/2014

Line No.	Commodity Code	Item Description	UOM	QTY
1	9181201114	RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS - FORECASTING SERVICES AT O'HARE INT'L. AIRPORT	MONTH	72
2	9181201110	RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS - MAINTENANCE AT O'HARE INT'L. AIRPORT	MONTH	72
3	9181201118	RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS - DATA HOSTING AT O'HARE INT'L. AIRPORT	MONTH	72
4	9181201116	RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS - FORECASTING SERVICES AT MIDWAY INT'L. AIRPORT	MONTH	72
5	9181201112	RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS - MAINTENANCE AT MIDWAY INT'L. AIRPORT	MONTH	72
6	9181201120	RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS - DATA HOSTING AT MIDWAY INT'L. AIRPORT	MONTH	72
7	93921.52	EQUIPMENT UPGRADES PER VAISALA PROPOSAL FOR O'HARE AND MIDWAY INT'L AIRPORTS	USD	\$153,832.98
8	93921.54	REPAIRS, PARTS AND SERVICE NOT COVERED UNDER MAINTENANCE AGREEMENT PER VAISALA PRICING SCHEDULE	USD	\$70,918.00



DEPARTMENT OF STREETS AND SANITATION  
CITY OF CHICAGO

Date: July 31, 2014

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

From: Charles L. Williams  
Charles L. Williams  
Commissioner

Re: **Request to appear before the Non Competitive Review Board (NCRB)**  
Vaisala

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The Department of Streets and Sanitation (DSS) requests your authorization to appear before the Non Competitive Review Board with the Department of Aviation for approval to procure services with Vaisala for Road Weather Information Services while we explore available procurement options.

The Department of Streets and Sanitations requirements are not as restrictive as the Department of Aviation. It is the intent to submit a Request for Information to identify if there is an opportunity for a competitive solicitation if the service requirements are advertised separately. Many of components appear to be interchangeable, electrical contractors provide installation and Meteorologists provide forecasting.

State agencies such as Ohio and Alaska are currently using Vaisala for Road Weather Information Services as a result of a competitive solicitation. The Department wants to create a mechanism so that updates as they are provided do not result in the installation of proprietary equipment.

For additional information, please contact Michele Gamble, Contract Coordinator, (312) 744-4667.

Thank you in advance

Attachments:



**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.

<b>Department</b>	<b>Originator Name</b>	<b>Telephone</b>	<b>Date</b>	<b>Signature of Application Author</b> 
Streets and Sanitation	Michele Gamble	(312) 744-4667	07/28/14	
<b>Contract Liaison</b>	<b>Email Contract Liaison</b>	<b>Telephone</b>		
Michele Gamble	michele.gamble@cityofchicago.org	(312) 744-4667		

<b>List Name of NCRB Attendees/Department</b>
Michele Gamble - Streets and Sanitation Chris Reiser - Streets and Sanitation

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

Company: Vaisala, Inc.

<b>Contact Person:</b> Stephanie Haynes	<b>Phone:</b> (612) 308-5523	<b>Email:</b> stephanie.haynes@vaisala.com
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**Project Description:** Runway/Roadway Weather Information Systems (RWIS) Services

<b>This is a request for:</b>	<input type="checkbox"/> Amendment / Modification
<input checked="" type="checkbox"/> New Contract	
<b>Contract Type</b>	<b>Type of Modification</b>
<input checked="" type="checkbox"/> Blanket Agreement    Term: <u>72</u> (# of mo)	<input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change
<input type="checkbox"/> Standard Agreement	Contract Number: _____
	Specification Number: _____
	Modification Number: _____

<b>Department Request Approval</b>	<b>Recommended Approval</b>	
 DEPARTMENT HEAD OR DESIGNEE <i>e.c.</i>	 _____ BOARD CHAIRPERSON	 _____ DATE
Charles L. Williams PRINT NAME	 _____ PRINT NAME	

<b>(FOR NCRB USE ONLY)</b>
Recommend Approval/Date: _____
Return to Department/Date: _____
Rejected/Date: _____

Approved       Rejected

\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER      DATE



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

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

**Justification for Non-Competitive Procurement Worksheet**

**PROCUREMENT HISTORY**

1. Describe the requirement and how it evolved from initial planning to its present status.

In the early 2000's DSS saw the value in the pavement management procedures augmented by the RWIS system in use by CDA. DSS realized the value such a system would add to snow and ice control programs across the city. Monitoring the pavement conditions allows DSS to delay the deployment of salt trucks and plows, sometimes for hours, generating substantial savings in materials, labor and equipment associated with snow clearing tasks. A proven method of forecasting the surface conditions of bridge decks and roadways is to use surface condition sensors. DSS used to utilize in-pavement stationary sensors. However, unlike CDS, our embedded sensors were susceptible to damage and destruction through normal road repair and repaving. DSS started converting to pole-mounted laser sensors in 2009 and completely converted to pole-mounted sensors in 2013 to ensure continuity within the system. DSS has partnered with CDA on non-competitive contracts with Surface Systems including POs T24920, T24573 and 14768 before being purchased by Vaisala at which time the contract was reassigned to just expired PO 24325.

Surface condition sensors also monitor whether pavement surfaces become wet. Knowledge given to snow command from the predictive technology of RWIS ensure the timely application of salt which prevent ice on pavement surfaces and maintains public safety.

The current contract, executed in May 1, 2007 and reassigned in 2011 has expired as of April 30, 2014 and must be replaced.

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 request for a contract to continue the maintenance of equipment previously mounted alongside roadways and bridges within the city of Chicago. The equipment and sensors are in good repair. It is much more cost-effective to continue maintaining the existing equipment than replacing the equipment through competitive bid. Vaisala is the sole source for certification, service, parts and labor for the existing equipment.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted.)

Vaisala is the only company authorized to provide maintenance services to the RWIS systems used by the Dept. of Streets and Sanitation throughout the city. Vaisala's equipment is proprietary and no other facilities or organizations are authorized or licensed by Vaisala to provide sensors, service / repair, installation or calibration of software or support for the cameras and sensors owned by DSS. As such, no formal attempt was made to competitively bid the requirement since no other company would be qualified to respond. If at some point in the future the systems need to be replaced in their entirety a competitive bid could possibly be conducted though it is likely ongoing maintenance and reporting would become a future non competitive procurement given the proprietary nature of this technology.

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.

DSS has a RWIS system with 12 sites scattered across the city. Vaisala has stated in writing that it is the sole manufacturer and service provider for onsite maintenance work, parts replacement and remote monitoring and maintenance, technical support data hosting and display forecasting services.



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

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

This is a request for a 6 year term contract to maintain existing equipment previously installed by Vaisala. As Vaisala is the only vendor and capable of maintaining its proprietary equipment, future requests will depend on whether continued maintenance and operation of the current equipment is in the best financial and operational interest of DSS. DSS believes that competitive bidding may be possible for future procurement cycles should Vaisala license parties outside of Vaisala to perform service, support and other activities that pertain to the manufacture, support, service, and replacement of RWIS equipment. Also, should the life span of existing equipment need replacement it may become more cost effective or required due to obsolescence, competitive bidding for RWIS system or parts of the system new testers may be possible. In the event technology or the market place for RWIS should change during the course of this contract, this contract could be terminated for convenience

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

DSS believes that competitive bidding may be possible for future procurement cycles should Vaisala in the future license third parties to perform service, support, installation or other activities pertaining to the manufacture, support, service, and installation of its RWIS system. Also, should replacement of any bridge sensors become more cost effective or required replacement due to obsolescence, competitive bidding for new sensors may be possible. In the meantime, there no other organizations besides Vaisala that are authorized or licensed to produce Vaisala RWIS or its components and there are no authorized organization outside of Vaisala to service, calibrate, or support their runway sensor systems Vaisala currently has only trained basic mechanics outside of Vaisala to install sensors at the sites without any calibration or electronic support or support their RWIS systems and they currently have no plans to do so.

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?

The price for continued services and the maintenance of equipment previously installed systems at city sites are represented below:

2. What is the estimated cost by fiscal year?

Fixed Costs (Maintenance, Forecasting Services and Data Hosting)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Total	\$60,625.00	\$63,656.25.00	\$66,840.	\$70,181.25	\$73,690.00	\$77,374.00

Repairs (Estimated Cost - for work not covered under maintenance)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	\$5,200.00	\$5,381.00	\$5,650.50	\$5,933.00	\$6,229.65	\$6,541.00

Potential Equipment Upgrades

Total \$72,000

Notes:

\* In the event of damage or typically lightning strikes, one sensor is replaced, on average, every year.

The cost of a typical new camera / sensor is \$3,200 in addition to the installation and commissioning which costs



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

approximately \$2000 per installation.

**Equipment Upgrades:**

Cameras and sensor arrays were upgraded in 2013, and the RPU electronics currently at the sites are supported.

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 estimates, etc.)

The cost estimates shown are from previous contract prices provided by the contract liaison at Vaisala to DSS. With respect to repairs valued between \$5,000 and \$6,000 per year (escalated 5% per year) that is an estimated amount created by DSS to cover work not included in the monthly maintenance fee for our sites. This money will only be spent as necessary to complete required repairs not covered by monthly maintenance

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.

In the early 1990's Surface Systems Incorporated (SSI) installed sensors in streets across Chicago. SSI was then bought by the Quixote Company in the late 1990's and in 2009 was bought by Vaisala Inc. If this system were to be replaced by another company with new technology through a competitive bid process, it is likely that these installation cost would be duplicated with future maintenance contracts subject to the same proprietary services issues being considered in the application. The total 6 year cost of this maintenance contract is anticipated to be far less than the estimated cost of replacement.

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

CDA Procurement and Operations management have negotiated cost estimates down from 20-40% price increase to the current price proposal. Price of the new contract over the previous contract year have only increased 2% for O'Hare and 3% for Midway. CDA and its management team have reviewed the itemized estimates and determined it to be reasonable.

**SCHEDULE REQUIREMENTS**

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

The most recent contract with Vaisala was effective until April 30, 2014. As the contract is not as important during the warmer months a new contract is needed by November 2014.

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.

Not applicable. Lack of drawings and/or specifications is not a constraining factor to competitive bidding.

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

There is no schedule as it is based on equipment upgrades due to failure. Other than having a contract in place prior to the onset of cold weather (11/1/14 at the latest) when the need to know if the pavement will allow for the freezing or melting of precipitation on contact, there is not a critical schedule or delivery dates for services.

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

As Vaisala is the only known approved equipment manufacturer, service and maintenance provider for the RWIS systems in the City of Chicago, and as there is not a current need to replace the systems currently in place, competitive bidding is not cost effective at this point in time. Without a new agreement with Vaisala, the resulting inability to receive the information that the RWIS provides would result in more expensive snow removal operations, possibly leading to hazardous pavement conditions for emergency vehicles as well as ordinary citizens. The RWIS,



**DEPARTMENT OF PROCUREMENT SERVICES  
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among its other functions, provides the pavement surface temperatures which allow the determination regarding whether the pavement is at a temperature where precipitation will turn icy. The ability to know the pavement temperatures also assists DSS in determining when to apply salt to the streets and bridge decks to ensure their safety. As applying salt is an expensive process between the associated material and labor costs, salting only when necessary results in considerable savings for the city.

**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.

N/A

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

Vaisala is a dominant player in the RWIS field. While there are other companies that manufacture, distribute and service RWIS, only Vaisala can service the systems currently in place throughout the city.

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?

Vaisala is the only provider of parts and service for the RWIS used by Snow Command..

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?

Vaisala has the proprietary knowledge of their sensors and as such is able to repair and calibrate the system as necessary. Vaisala does not license other firms to provide repair or service to its RWIS equipment.

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?

As the only way to open the project up to competitive bidding is to replace the existing RWIS across the city, and given the systems still have significant life span remaining, system replacement is not cost effective at this time. Vaisala is the only company that can service the existing RWIS in the City of Chicago.

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?

N/A – procurement is for service and upgrades of existing equipment, not new products or equipment.

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 precluded because Vaisala is the sole supplier of RWIS system in roadway systems and the only authorized service provider for this infrastructure. No other facilities or organizations authorized or licensed to service their components. No organization outside of Vaisala is authorized or licensed to provide service, installation, software or support for these RWIS systems.

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 a letter from manufacturer on company letterhead.

Vaisala is the sole manufacturer of parts and provider of maintenance services for its manufactured equipment. Vaisala is the sole supplier of the RWIS and no other facilities or organization is authorized or licensed to produce parts for Vaisala RWIS system or any of its components (see attached sole source letter from Vaisala dated 1/23/14).

**MBE/WBE COMPLIANCE PLAN**

\* All submissions must contain detailed information about how the proposed firm will comply with the requirements



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

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.

DSS agrees with CDA's Request for No Stated Goals request to Procurement (see attached). The just expired contract has a complete waiver. While Vaisala may be able to get a small amount of compliance should certain upgrades be requested by DSS, it would be an insignificant amount of the overall contract value as it would only relate to minimal electrical work as Vaisala performs the vast majority of all work on this contract. While Vaisala will look for opportunities for useful participation there is not practicable / meaningful opportunities for indirect or direct compliance. Indirect compliance is further made impractical as Vaisala is not located in the Chicago area.

OTHER

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

N/A.

# Project Checklist

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

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.

<b>Date:</b> July 31, 2014		<b>Estimated Award Date:</b>		<b>Project Manager:</b>	
<b>Department Name:</b> Streets and Sanitation		<b>Contract Liaison:</b> Michele Gamble		<b>Christopher Reisser</b>	
<b>Requisition No:</b>	<b>Specification No:</b>	<b>Telephone:</b> 3127444867		<b>Telephone:</b> 7738448850	
<b>PO No:</b>	<b>Modification No:</b>	<b>Email:</b> michele.gamble@cityofchicago.org		<b>Email:</b> christopher.reisser@cityofchicago.org	
<b>Contract Liaison Signature</b> <i>Michele Gamble</i>		<b>Deputy Commissioner Signature</b> <i>James Crocker</i>		<b>Finance Deputy Commissioner Signature</b> <i>James Crocker</i>	
<b>Project Title:</b> Road Weather Information System					
<b>Project Description:</b> Road Weather Information System					

**Funding:**

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTIMATED DOLLAR AMOUNT
	014	310	81	2047	0140	0	0	0	620,000

Check One:

**New Contract Request**

**Modification or Amendment**

**Purchase Order Information:**

**Contract Term (No. of Months):** 60

**Extension Options (Rate of Recurrence):**

**Estimated Spend/Value:** \$620,000.00

**Grant Commitment / Expiration Date:**

**Pre-Bid/Submittal Conference:**  Yes  No

Mandatory  Site Visit

**MBE/WBE/DBE Analysis:**

Full Compliance  Contract Specific Goals

No Stated Goals  Waiver Request

Attach MBE/WBE or DBE Goal Setting Memo

**Risk Management / EDS**

Insurance Requirements (included)  Yes  No

EDS Certification of Filing (included)  Yes  No

**Purchase Order Type:**

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

**Contract Type:**

Architect Engineering

Commodity

Construction  JOC  SBI

Professional Services

Revenue Generating

Vehicle & Heavy Equipment

Work Service

Joint Procurement

Reference Contract

**Modification/Amendment Type:**

Time Extension

Vendor Limit Increase

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

Requisition Encumbrance Adjustment

Other (specify):

**Procurement Method:**

Bid  RFP  RFQ  RFI

Small Order

**Special Approvals Required:**

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

GSA/US Communities

**Innovative Procurement:**

Pilot Test

**Vendor Info:**

**Name:** Vaisala, Inc

**Contact:** Kurt Kinion

**Address:** 2055 Craigshire Road, Suite 120

**E-mail:** kurt.kinion@vaisala.com

**Phone:** 303-436-2944

#### Scope of Services

The Contractor must provide year-round weather forecasting and Runway/Roadway Weather Information System (RWIS) Maintenance and Data Hosting Services for the Department of Streets and Sanitation. When directed by the City, The Contractor must also add and service additional RWIS sites as required by the City.

#### Basis of Award

The Contractor's pricing will incorporate any/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Specification.

#### Funding

The sources of funds for payments under this Contract for City of Chicago Department of Streets and Sanitation are Fund Numbers 014-0310-0812047-0140-220140. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City of Chicago.

#### Contract Term

The Term for this Contract will be seventy-two (72) months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Contract Extension Option (up to 181 days) provision in the Standard Terms and Conditions section of this Contract.

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

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

#### Forecasting Services consist of:

1. 72-Hour Forecasts, updated every hour of which include the following Atmospheric and Road Surface Forecast Parameters in the RoadDSS Navigator Display:

- Pavement Temperature
- Pavement Condition
- Subsurface pavement temperatures
- Air Temperature
- Dew Point Temperature
- Wind Speed
- Precipitation
- Cloud Cover

2. Daily forecasts including 5-day weather outlooks

- a. 24-hour daily summary
  - b. 5-day weather outlook
3. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
  4. Web and email (if requested) updates of 24-hour notifications 12 hours in advance of the event.
  5. In-progress event updating, as needed.
  6. Access to a certified meteorologist to support 24-hour operations, via telephone and email.

Forecasts will be delivered via the RoadDSS Navigator display and may optionally be delivered via email or text message.

Consultative Forecasting Services consist of:

- Daily weather forecasts including comment on the automated pavement forecast, 24-hour summary, and 10-day weather outlook
- Email and Web notifications of adverse weather 24 hours in advance of a significant weather event (e.g. forecasts of snowfall of 1 inch or greater). These notifications can be driven by the parameters and thresholds that are most relevant to the City of Chicago's operations.
- Email and Web updates of (the 24-hour) significant weather event notifications 12 hours in advance of the event.
- In-Progress event updating
- 24/7/365 toll free access direct to Certified Meteorologist to support 24-hour operations
- 24/7/365 verbal alerts to key personnel

#### RWIS System Maintenance Services

In the event of a malfunction will first attempt to correct the problem remotely via telephone and/or computer. must provide initial response – including remote diagnostics and site notification – within 24-hours of the malfunction.

If is unable to correct the problem remotely will send a technician to affect repairs on site within (120) hours of the malfunction. The Vaisala technician must contact City Operations eight (8) hours prior to the arrival. The 120-hour response time is dependent on gaining access to the RWIS site.

The Agreement includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per location per Exhibit A.

#### System Monitoring/Reporting

- Automated remote monitoring of RWIS sensor and system function for the City. Data Quality reports automatically generated and available via the RoadDSS Navigator display.
- System status reports to be provided at the beginning of each week. Status reports to verify sensor and system function and provide detailed information on failures.
- The Contractor must have telephone, Internet or other network access to the RWIS stations.

#### Hardware Maintenance Services

- Maintain/repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition
- Perform preventive maintenance (PM) on hardware once per year
- Reactive maintenance performed when issues are identified through remote monitoring
- Includes all parts, labor & travel expenses (except traffic control, bucket and snooper trucks)

The program must include replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snow plows and other city equipment, problems with power to the RWIS equipment, city personnel, and city contractors. On all current Vaisala RWIS contracts Vaisala performs a yearly Preventative Maintenance (PM) to ensure that going into the winter season the customer's equipment is prepared for the harsh conditions.

The Contractors technician must arrive on site in response to request for repairs within (120) hours of notification from the Commissioner or authorized representative. On-site response is dependent on the technician's access to the equipment, which may require traffic lane closures. On-site response may not be required within the designated timeframe if an outage is caused by damage excluded in this agreement, as detailed above.

Vaisala must ensure that the RWIS is completely operational within five (5) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe as installation is dependent on weather conditions and the use of third-party contractors. Exceptions may also be made for repairs that are not covered under this Agreement and at the discretion of the Commissioner or authorized representative.

Critical hardware and parts that are difficult to ascertain will be maintained by /technician as a "stocked item."

The Contractors technicians report their maintenance activities on a daily basis, including the time spent at each site, the actions performed, and a report of any maintenance concerns requiring follow-up. Vaisala, at the completion of service work, will notify the Office of Maintenance within twenty-four (24) hours that the requested work has been completed.

The Contractor must provide a weekly status report to City RWIS administrator indicating faults with the system to help in management of tasks and the submission of the Request for Service tickets. This reporting process is crucial for preparation and management of the RWIS system health.

#### User Telephone Support

- The Contractor must provide telephone and email support for all users, the support must include but not limited to how to use and interpret the system software and data.
- Telephone and email support will be available 24/7/365.
- must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

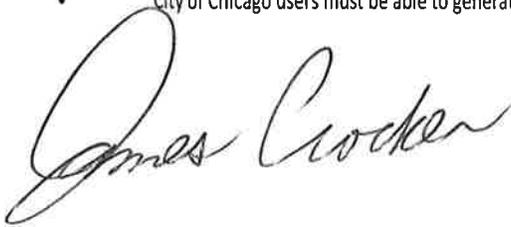
#### RoadDSS Cloud-Data Hosting & Display

The Contractor must provide a secure Road DSS Cloud Service for City personnel to view the RWIS data from any computer with internet access.

Data from each RPU will be collected by using cell communications and archived at the vendor's Data Center for up to 7 years. Each RPU can be polled at a specific frequency (5,10 or 15 minute is typical) or at a designated frequency upon request from the City Operations personnel.

Polling frequency can also be reduced in the summer upon request from the City of Chicago. The Contractor must provide user access log-ins for the City Operations personnel. Each user will have options to configure the display to his/her preferences.

- The secure website will display RWIS sensor data on a map of the city as well as in a summary table.
- The map and summary view will display current sensor data as well as past and future forecast data for up to 24 hours.
- The display will automatically refresh to always show the latest data as it becomes available.
- Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts should the optional forecast services be purchased by the City of Chicago. Link to other vendor forecast products can also be added to customize and tailor the display to City preferences.
- The RWIS display will allow users to access archive information from any time when station data has been available, for up to 7 years. The archive function will recreate the RWIS display as it was at the date/time chosen.
- If cameras are used at any of the RPU locations, images will be available through the RWIS display.
- City of Chicago users must be able to generate PDF reports and export data to Excel through the RWIS display.

A handwritten signature in black ink, reading "James Crocker". The signature is written in a cursive style with a large, looping initial "J".

## Vaisala Road Weather Program Services Program

### Vaisala Forecast Services - City of Chicago Streets and Sanitation

(Prices set forth in Exhibit A)

Vaisala offers a full RWIS program to help the city utilize and gain as much cost benefit and efficiency from the system as possible during winter operations. Vaisala offers Forecasting Services of which include a six (6) month Atmospheric and Pavement Forecast service for the City of Chicago Streets and Sanitation. As illustrated in Exhibit A, Vaisala proposes three options for consideration by the City of Chicago. Options vary from forecasting for a group (3) three or all (12) twelve RWIS stations as well as no additional forecasting services.

Vaisala has also included consultation support services of which will support City winter operations with forecast interpretation/ weather event timing as well as discussions around the impact to the treatment strategies on a storm by storm basis. Consultative Services is also an option and is independent from the Pavement forecast services for the Snow Command Center.

Forecasts of atmospheric and pavement conditions will be delivered in a graphical format within the existing RoadDSS Cloud display. Forecasts will be provided for all available atmospheric parameters, including: surface temperature, surface condition, air temperature, dew point, rain state, and wind speed. Atmospheric and Pavement Forecasts will be delivered via the RoadDSS Navigator display.

#### Forecasting Services consist of:

1. 72-Hour Forecasts, updated every hour of which include the following Atmospheric and Road Surface Forecast Parameters in the RoadDSS Navigator Display:
  - Pavement Temperature
  - Pavement Condition
  - Subsurface pavement temperatures
  - Air Temperature
  - Dew Point Temperature
  - Wind Speed
  - Precipitation

- Cloud Cover
  
- 2. Daily forecasts including 5-day weather outlook
  - a. 24-hour daily summary
  - b. 5-day weather outlook
  
- 3. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
  
- 4. Web and email (if requested) updates of 24-hour notifications 12 hours in advance of the event.
  
- 5. In-progress event updating, as needed.
  
- 6. Access to a certified meteorologist to support 24-hour operations, via telephone and email.

Forecasts will be delivered via the RoadDSS Navigator display and may optionally be delivered via email or text message.

**Consultative Forecasting Services consist of:**

- Daily weather forecasts including comment on the automated pavement forecast, 24-hour summary, and 10-day weather outlook
  
- Email and Web notifications of adverse weather 24 hours in advance of a significant weather event (e.g. forecasts of snowfall of 1 inch or greater). These notifications can be driven by the parameters and thresholds that are most relevant to the City of Chicago's operations.
  
- Email and Web updates of (the 24-hour) significant weather event notifications 12 hours in advance of the event.
  
- In-Progress event updating

- 24/7/365 toll free access direct to Certified Meteorologist to support 24-hour operations
- 24/7/365 verbal alerts to key personnel

## **Vaisala RWIS System Maintenance Services**

Road Weather Information System ("RWIS") is a vital part of operations, thus it is imperative the system remain operational as specified. RWIS requires regular maintenance and attention to deliver optimum performance.

In the event of a malfunction the Contractor will first attempt to correct the problem remotely via telephone and/or computer. The Contractor will provide initial response – including remote diagnostics and site notification – within 24-hours of the malfunction.

If the Contractor is unable to correct the problem remotely the Contractor will send a technician to affect repairs on site within (120) hours of the malfunction. The Vaisala technician must contact City Operations eight (8) hours prior to the arrival. The 120-hour response time is dependent on the Contractor gaining access to the RWIS site.

The Agreement includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per location per Exhibit A.

### ***System Monitoring/Reporting***

- Vaisala currently provides automated remote monitoring of RWIS sensor and system function for the City. As part of the new program, Data Quality reports can be automatically generated and available via the RoadDSS Navigator display.
- System status reports will be provided at the beginning of each week. Status reports will verify sensor and system function and provide detailed information on failures.
- The Contractor must have telephone, Internet or other network access to the RWIS stations.

### ***Hardware Maintenance Services***

# VAISALA

- Maintain/repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition
- Perform preventive maintenance (PM) on hardware once per year
- Reactive maintenance performed when issues are identified through remote monitoring
- Includes all parts, labor & travel expenses (except traffic control, bucket and snooper trucks)

Vaisala's program includes replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snow plows and other city equipment, problems with power to the RWIS equipment, city personnel, and city contractors. On all current Vaisala RWIS contracts Vaisala performs a yearly Preventative Maintenance (PM) to ensure that going into the winter season the customer's equipment is prepared for the harsh conditions.

The Vaisala technician will arrive on site in response to request for repairs within (120) hours of notification from the Commissioner or authorized representative. On-site response is dependent on the technician's access to the equipment, which may require traffic lane closures. On-site response may not be required within the designated timeframe if an outage is caused by damage excluded in this agreement, as detailed above.

Vaisala must ensure that the RWIS is completely operational within five (5) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe as installation is dependent on weather conditions and the use of third-party contractors. Exceptions may also be made for repairs that are not covered under this Agreement and at the discretion of the Commissioner or authorized representative.

Critical hardware and parts that are difficult to ascertain will be maintained by the contractor/technician as a "stocked item."

Vaisala technicians report their maintenance activities on a daily basis, including the time spent at each site, the actions performed, and a report of any maintenance concerns requiring follow-up. Vaisala, at the completion of service work, will notify the Office of Maintenance within twenty-four (24) hours that the requested work has been completed.

Vaisala will provide a weekly status report to City RWIS administrator indicating faults with the system to help in management of tasks and the submission of the Request for Service tickets. This reporting process is crucial for preparation and management of the RWIS system health.

## ***User Telephone Support***

- The Contractor must provide telephone and email support for all users, the support must include but not limited to how to use and interpret the system software and data.
- Telephone and email support will be available 24/7/365.
- The Contractor must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

## **RoadDSS Cloud-Data Hosting & Display**

Vaisala currently provides a secure Road DSS Cloud Service for City personnel to view the RWIS data from any computer with internet access. This contract expires in October of 2014 and will need renewal in order to continue delivery of the proposed forecast and reporting tools as proposed as part of this proposal. Vaisala has included the RoadDSS Cloud Display service into this annual program and can adjust current service periods to align with contract execution and activation as necessary.

Data from each RPU will be collected by the Contractor using cell communications and archived at the vendor's Data Center for up to 7 years. Each RPU can be polled at a specific frequency (5,10 or 15 minute is typical) or at a designated frequency upon request from the City Operations personnel.

Polling frequency can also be reduced in the summer upon request from the City of Chicago.

The Contractor will provide user access log-ins for the City Operations personnel. Each user will have options to configure the display to his/her preferences.

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- Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts should the optional forecast services be purchased by the

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City of Chicago. Link to other vendor forecast products can also be added to customize and tailor the display to City preferences.

- The RWIS display will allow users to access archive information from any time when station data has been available, for up to 7 years. The archive function will recreate the RWIS display as it was at the date/time chosen.
- If cameras are used at any of the RPU locations, images will be available through the RWIS display.
- Users will be able to generate PDF reports and export data to Excel through the RWIS display.

The Contractor will be compensated on a monthly basis per location per Exhibit A (City of Chicago Streets and Sanitation).

**Exhibit A: City of Chicago Streets and Sanitation**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
RWIS Maintenance - Annual Price	\$53,535.00	\$54,605.70	\$55,697.81	\$56,811.77	\$57,948.01	\$59,106.97
RWIS Maintenance - Monthly Price	\$4,461.25	\$4,550.48	\$4,641.48	\$4,734.31	\$4,829.00	\$4,925.58
+1 RPU/Month	\$371.00	\$371.00	\$371.00	\$371.00	\$371.00	\$371.00
Pavement Temperature and Atmospheric Forecasting (6 month) Winter Service (12 sites) - Annual Price	\$14,040.00	\$14,461.20	\$14,895.04	\$15,341.89	\$15,802.14	\$16,276.21
Pavement Temperature and Atmospheric Forecasting (6 month) Winter Service (12 Sites)- Monthly Price	\$1,170.00	\$1,205.10	\$1,241.25	\$1,278.49	\$1,316.85	\$1,356.35

Pavement Temperature and Atmospheric Forecasting (6 month) Winter Service (3 site) - Annual Price	\$3,510.00	\$3,615.30	\$3,723.76	\$3,835.47	\$3,950.54	\$4,069.05
Pavement Temperature and Atmospheric Forecasting (6 month) Winter Service (3 Site)- Monthly Price	\$292.50	\$301.28	\$310.31	\$319.62	\$329.21	\$339.09
Pavement Temperature Forecast/Roadway Treatment Consultation - Annual Price	\$1,475.00	\$1,519.25	\$1,564.83	\$1,611.77	\$1,660.13	\$1,709.93
Pavement Temperature Forecast Roadway Treatment Consultation - Monthly Price	\$122.92	\$126.60	\$130.40	\$134.31	\$138.34	\$142.49
RoadDSS Cloud Hosting - Annual Price	\$28,680.00	\$29,253.60	\$29,838.67	\$30,435.45	\$31,044.15	\$31,665.04

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RoadDSS Cloud Hosting - Monthly Price	\$2,390.00	\$2,437.80	\$2,486.56	\$2,536.29	\$2,587.01	\$2,638.75
<b>Option 1: Program pricing with 3 sites of pavement forecasting and consultation, 12-site Field Maintenance and RoadDSS Cloud hosting</b>						
<b>Total Annual Price</b>	<b>\$87,200.00</b>	<b>\$88,993.85</b>	<b>\$90,825.07</b>	<b>\$92,694.46</b>	<b>\$94,602.82</b>	<b>\$96,550.98</b>
<b>Total Monthly Price</b>	<b>\$7,266.67</b>	<b>\$7,416.15</b>	<b>\$7,568.76</b>	<b>\$7,724.54</b>	<b>\$7,883.57</b>	<b>\$8,045.92</b>
<b>Option 2: Program pricing with 12 sites of pavement forecasting and consultation, 12-site Field Maintenance and RoadDSS Cloud hosting</b>						
<b>Total Annual Price</b>	<b>\$97,730.00</b>	<b>\$99,839.75</b>	<b>\$101,996.35</b>	<b>\$104,200.88</b>	<b>\$106,454.43</b>	<b>\$108,758.14</b>

NOT ACCEPTED

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Total Monthly Price	\$8,144.17	\$8,319.98	\$8,499.70	\$8,683.41	\$8,871.20	\$9,063.18
Option 3: Program pricing with-out pavement forecasting and consultation (only 12-site Field Maintenance and RoadDSS Cloud hosting)						
Total Annual Price	\$82,215.00	\$83,859.30	\$85,536.49	\$87,247.22	\$88,992.16	\$90,772.00
Total Monthly Price	\$6,851.25	\$6,988.28	\$7,128.04	\$7,270.60	\$7,416.01	\$7,564.33

NOT ACCEPTED

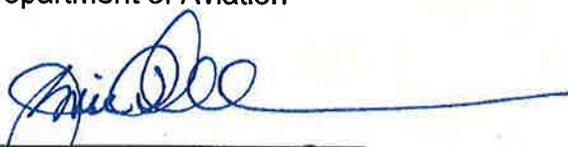


DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**NO STATED GOAL REPLY MEMORANDUM**

TO: Rosemarie S. Andolino  
Commissioner  
Department of Aviation

FROM:

  
\_\_\_\_\_  
Jamie L. Rhee *RB*  
Chief Procurement Officer

DATE: JUL 2<sup>nd</sup> 2014

RE: **Vaisala Road Weather Information System (RWIS) Services  
Specification No. 125665/Requisition No. 9817**

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After further review and consideration, the Department of Procurement Services approves the No Stated Goals for the Vaisala Road Weather Information System (RWIS) Services project for the Chicago Department of Aviation.

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

JLR:gs