

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

Complete this cover form and the Non-Competitive Procurement Application Worksheet in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department Aviation	Originator Name George W. Lyman	Telephone 773-894-5291	Date 5/16/2016	Signature of Application Author
Contract Liaison	Email Contract Liaison	Telephone 773-686-7089		Star IL
David Bowman	david.bowman@cityofchic ago.org	773-686-7089		

List Name of NCRB Attendees/Department	
George W. Lyman	Aviation
David Kaufman	Aviation
David Bowman	Aviation

Request NCRB review be conducted for the	product(s)	and/or service(s) desc	ribed herein.
Company: Sherwin Industries			
Contact Person:	Phone:	Email:	
Randy Jackson	800-525-	8876 randy@s	herwinindustries.com
Project Description: Calibration, Repair, Trai	ining, Parts	s and Supplies for the	Bowmonk Friction Testers
This is a request for:			
🔀 New Contract		Amendment / Mod	ification
Contract Type		Type of Modification	
Blanket Agreement Term: <u>24</u> (# of mo)		Time Extension	🔲 Vendor Limit Increase 🗌 Scope Change
Standard Agreement		Contract Number:	_
		Specification Number:	
		Modification Number:	

Department Request Approval		Recommended Approval	
DEPARTMENT HEAD OR DESIGNEE SUSAN WARNER DOOLEY PRINT NAME	<u>6/6//6</u> 	BOARD CHAIRPERSON Rich Butler PRINT NAME	JUL 1 2 2016 DATE
(FOR NCRB USE ONLY) Recommend Approval/Date: 7-11-16 Return to Department/Date: Rejected/Date:	Ma/16	Approved CHEF PROSUREMENT OFFICER	7/12/15 DATE



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.

O'Hare and Midway International Airports utilize the Bowmonk AFM2 Decelerometers to test the level of friction coefficient to ensure that runway pavement is at a safe level for aircraft operations. Federal Aviation Administration (FAA) Advisory Circular 150/5200-30C Airport Winter Safety and Operations Appendix 3 list approved decelerometers. The City of Chicago Department of Aviation (CDA) Airport Airfield Operations Section (AAO) at MDW and ORD purchased Bowmonk Friction Testers which are on the approved list several years ago. The Bowmonk Friction Testers are calibrated on a yearly basis at a minimum per the FAA Advisory Circular 150/5200-30C. Sherwin Industries is the Bowmonk distributor for the entire United States. All sales and service of the Bowmonk Decelerometer must go through Sherwin Industries. Currently O'Hare utilizes 6 units while Midway utilizes 3 units that require maintenance and calibration.

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

The Bowmonk Friction Testers were purchased several years ago. Sole source contracts have been identified via Chicago Department of Procurement Services web site as far back as 2003. Bowmonk has an exclusive agreement with Sherwin Industries in the United States and a letter from Sherwin Indrustries stating such is included in the sole source packet. PO Number 38464 1/3/11 - 7/1/16. Previous to 2011, calibrations were procured via Direct Vouchers and parts via small order purchase.

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

Sherwin Industries is the sole distributor and service provider of Bowmonk AFM2 Runway Friction Testers in the United States. The CDA has contacted each manufacturer on the attached approved list (FAA Advisory Circular 150/5200-30C Appendix 3 Approved Decelerometers) list and confirmed that each of the units on the approved list would need to be calibrated and maintained by the manufacturer or their approved vendor.

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.

The CDA has contacted each manufacturer on the approved list (FAA Advisory Circular 150/5200-30C Appendix 3 Approved Decelerometers) list and confirmed that each of the units on the approved list would need to be calibrated and maintained by the manufacturer or their approved vendor.

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

The CDA (ORD and MDW) anticipate going out for competitive bid for new decelerometers and a ten year maintenance agreement in two years time. After the ten years term is completed we would anticipate that a sole source contract would have to be pursued or new units be purchased. The CDA believes its current equipment is reaching the end of its useful life.

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

With our current equipment (Bowmonk AMF2 Decelerometers) competitive bidding is not possible because Sherwin Industries is Bowmonks sole source distributor for the Bowmonk AMF2 Friction Meter and that includes sales, service and arrangement for calibration. A competitive bid will be possible when we purchase new units which will also include the extended service agreement.



## STIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

ORD - Dept 085, Fund:740, Sec:OPS2, Line: 1440 MDW - Dept 085, Fund: 610, Sec: OP01, Line: 442

2. What is the estimated cost by fiscal year?

\$20,000.00 not to exceed \$100,000 (2 year contract plus up to 3 one year extensions).

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 estimates are based on historical yearly expenditures and estimated maintenance costs due to the age of the eequipment.

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.

The CDA currently has 9 units (6 ORD 3 MDW) which cost approximately \$4,800.00 each that would have to be replaced and a maintenance and calibration agreement would have to be included to avoid the need for a sole source contract in the short term. A sole source contract would eventually be needed unless we purchase new units when the maintenance and calibration agreement expires.

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

The costs are not negotiated. The contract includes a price sheet which identifies cost associated with purchase, repairs and calibration. There will be an opportunity to negotiate when the competitively bid contract goes out on the street in two years.

## SCHEDULE REQUIREMENTS

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

The current contract expires on 7/1/2016. The CDA procurement section notified the Airport Airfield Operations Section several months ago about the impending expiration. The CDA expects a new contract will be in place by November 2016.

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.

With our current equipment (Bowmonk AMF2 Decelerometers) competitive bidding is not possible because Sherwin Industries is Bowmonks sole source distributor for the Bowmonk AMF2 Friction Meter and that includes sales, service and arrangement for calibration.

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

The CDA intends to calibrate the units prior to the July 1, 2016 expiration and make any repairs that are needed. After the contract is exhausted the units will have to be calibrated prior to 2017/2018 snow season. We anticipate going out to bid in two years (with an option for three extensions) for new equipment including extended maintenance and calibration which will give the CDA enough time to research replacement equipment.

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



### budgeted funds.

If the equipment is still meeting its intended purpose, replacement now would not be fiscally prudent. As the maintenance and calibration can not be competitively bid for the xisting equipment a sole source is required. Failure to calibrate the existing units to meet the FAA requirements as stated in AC 150/5200-30C would leave the CDA in violation of FAA requirements.

## 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.

NA

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

Sherwin Industries is the sole U.S. company authorized by Bowmonk the equipment manufacturer to purchase, repair and arrange calibration.

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?

Sherwin Industries is the sole U.S. company authorized by Bowmonk the equipment manufacturer to purchase, repair and arrange calibration.

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?

Sherwin Industries is the sole U.S. company authorized by Bowmonk the equipment manufacturer to purchase, repair and arrange calibration. We have tried to have other entities calibrate the units in the past and Bowmonk has told us that Sherwin is the only company able to make those arrangements.

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?

Sherwin Industries is the sole U.S. company authorized by Bowmonk the equipment manufacturer to purchase, repair and arrange calibration. We have tried to have other entities calibrate the units in the past and Bowmonk has told us that Sherwin is the only company able to make those arrangements.

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?

This contract is to provide for parts, service and calibration of existing City owned Bowmonk equipment. Parts can only be purchased through Bowmonk's Sole U.S. authorized distributor.

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

The ability to competitvely bid the calibration of existing units is precluded by the manufacturer's sole source agreement with Sherwin Industries which is the company that represents Bowmonk in the United States.

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.

Sherwin Industries is the sole source in the US for the Bowmonk AFM2 airfield friction meter. This includes sales, service and arrangement of calibration.



## MBE/WBE COMPLIANCE PLAN

The vendor has requested a waiver from MBE/WBE Goal requirements due to the unique nature of the service provided. CDA has submitted its concurrence with this request in a separate memo.

## OTHER

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



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

#### **MBE/WBE COMPLIANCE PLAN**

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

#### OTHER

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

## REVIEW AND APPROVAL

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



## **Project Checklist**

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

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Contract Lialson: David Bowman	1	Calibratio	n, Train	ing, Parts	and Ser	vice for B	owmonk	AFM2	2 Airfield Fr	ictior	n Testing	Equipment
Telephone: 773 686-7089		Project Descripti	on:									
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			F	<sup>o</sup> hone: (	(414)2	81-64	00					

August 11, 2014

ACORD	0-

## **CERTIFICATE OF LIABILITY INSURANCE**

SHERIND-01 CMASSMAN01

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AND T	ANCE	R NEGATIVELY AMEND DOES NOT CONSTITU ERTIFICATE HOLDER.	JTE A CO	O OR ALI	BETWEEN	OVERAGE AFFORDED THE ISSUING INSURER	TE HO BY TH (S), AL	E POLICIES
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PRODUCER AVID Risk Solutions, Inc. N17W24222 Riverwood Drive Suite 190	enus)		CONTACT NAME: PHONE (A/C, No, P	Cindy M at: (262) 5	aseman 22-8600	FAX (AIG, No):	(262)	522-8916
Waukesha, Wi 53188			E-MAIL ADDRESS:	cindy.ma	assman@a	vidrisk.com		
				INS	URER(8) AFFOR	IDING COVERAGE		NAIC #
			INSURER A	: Travele	rs Insurant	ce Company		25674
INSURED			INSURER B					
Sherwin Industries			INSURER C					
2129 W. Morgan Ave Milwaukee, WI 53221			INSURER D	11				
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## CHICAGO DEPARTMENT OF AVIATION

## CITY OF CHICAGO

## **MEMORANDUM**

То:	Jamie L. Rhee Chief Procurement Officer
Attention:	Gary Bell
	Assistant Procurement Officer
From: fr	fun Wo Danny Ginger S. Evans
	Commissioner
Subject:	Request for Non Competitive Bid Contract Calibration, Parts and Service for
	Design of Action of the second s

Calibration, Parts and Service for Bowmonk AFM2 Airfield Friction Testing Equipment Vendor: Sherwin Industries, Inc. Estimated Cost: Not to exceed \$100,000

The Chicago Department of Aviation (CDA) requests approval for a sole source contract with Sherwin Industries, Inc. to provide calibration, training, parts and service for Bowmonk AFM2 Airfield Friction Testing Equipment.

Pursuant to the attached letter of exclusivity from the equipment manufacturer, Bowmonk Limited, only Sherwin Industries can provide the annual calibration along with training, parts and service required to keep the units in operating condition. The units must be calibrated annually pursuant to the equipment manufacturer guidance. The friction of the runway is measured on a regular basis adverse weather to ensure the runway surface is safe for aircraft operations. The friction results are conveyed to the airlines and FAA and can be particularly important in the event of an accident to determine if the condition of the runway pavement had an impact on the incident.

Sherwin Industries, a Wisconsin based company, has provided a letter noting their inability to provide MBE/WBE participation on this contract. CDA has reviewed same and given the scope of the work, requests the contract include "No Stated Goals" language or a full waiver as the work does not-have practical means by which compliance can be achieved.

As the units CDA currently owns are nearing the end of their expected life, CDA intends to go out for a competitive bid within the next two (2) years to purchase new friction testers. This bid will also include calibration, training, parts and service for an extended period of time as CDA's research has shown each product manufacturer has a sole source with respect to repairs and calibration.

If you require additional information regarding this request please contact David Bowman at 773-686-7089.

Thank you for your cooperation.

Procurement Type:	Non Competitive		
Duration:	Two (2) years plus	up to three (3) one year extensi	ions
Estimated Cost:	\$20,000 per year r \$100,000 over 5 ye		
Funding:	740 85 4005 0440		
	610 85 4305 0440	0440	
User Contact: 🧳	George Lyman David Kaufman	Phone: 773-894-5291	
	' David Kaufman	773-838-0677	
User Managing Deputy:	Jonathan Leach	Phone: 773-686-3587	

#### **5. DETAILED SPECIFICATIONS**

#### **5.1. SCOPE**

The Contractor must furnish and deliver F.O.B., all labor and materials necessary for the service, parts, calibration, recertification, repair, and training for the Bowmonk AFM2 MK3 Airfield Friction Meters, to the City of Chicago Department of Aviation for O'Hare International Airport and Midway International Airport per the attached pricing schedule, as outlined below and in the attached quote and as described herein all in accordance with the terms and conditions of this specification.

The Maximum Compensation under this Agreement cannot exceed \$100,000.00.

#### 5.2. RUNWAY FRICTION TESTER CALIBRATION, SERVICE AND TRAINING

The contractor shall furnish labor, parts, tools, services, transportation, support and all other items required for the inspection, calibration, repair and training on Friction Testing units owned and operated by the City of Chicago Department of Aviation.

#### **5.3. UNIT CALIBRATION**

The Contractor will calibrate the Bowmonk AFM2 MK3 unit as it is received at the Contractor's calibration and recertification facility. Each unit will be inspected, recalibrated, and recertified per FAA requirements. A Certificate of Calibration will be issued once the unit has passed testing and recalibration. Each unit must be calibrated annually pursuant to FAA Advisory Circular 150/5200-30B.

#### 5.4. SHIPPING

The units will be shipped directly to the Contractor's calibration, recertification and repair facility located in Amherst, NH. It is the responsibility of the City of Chicago Department of Aviation to ship, insure and properly package all units. The Contractor will not accept responsibility for meters returned damaged in transit due to insufficient packaging protection. Units are to be shipped directly to the address below:

Sherwin Industries, Inc C/O Effective Solutions, Inc. 1 Overlook Drive Unit #4 Amherst, NH 03031 Phone (603) 673-6369 Contact: Mr. Steve Landry

In the event that the unit requires additional repair beyond the scope of the repair and calibration facility, the unit will need to be shipped to the original manufacturer located in England. An estimate will *be* provided at the time of evaluation. This estimate is subject to City of Chicago Department of Aviation approval. Shipping charges to and from England will be the responsibility of the City of Chicago Department of Aviation. Freight will be verified by actual shipping company invoices. Labor and parts subject to rates indicated on pricing schedule.

#### **5.5. PARTS**

The Contractor has provided a parts pricing list. Parts will be provided in U.S. dollars at list price. List price includes any duty or import taxes. The service technician will review the current states of each Bowmonk AFM2 MK3 Airfield Friction Meter and replace any parts found to be deficient. Parts needing replacement cannot be determined until the unit is inspected and calibrated. Parts pricing will be adjusted annually. Pricing will be reviewed on an annual basis on the anniversary of the contract. Pricing will be adjusted each year during the five year program. The replacement part pricing is for the cost of the part only and would be plus labor and all applicable freight charges verified by shipping company invoices to substantiate payments. All parts will limit price increase of no more than 3% per year for the two years plus three one year extensions.

#### **5.6. LABOR**

Labor may be performed at the Contractor's designated facility or on site as required. All labor to be billed at the hourly rate as listed on the pricing schedule.

#### **5.7. TRAINING**

The Contractor will provide training in either one day or one half day increments with airport personnel at the rates specified. This training will focus on the proper operation and maintenance of the Bowmonk AFM2 MK3 Runway Friction Meter. Certificates of training will be provided after the course for those who have had their training updated. All travel, subsistence, training materials and labor are included in the training costs.

#### **5.8. GUARANTEE**

The calibration and or repair/service of the units are guaranteed for one year. The Contractor will make any necessary corrections related to the calibration and any repairs/service within one year of the original calibration/repair service at no cost to the City of Chicago Department of Aviation.

#### **5.9. EXCEPTIONS**

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection. The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

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## CHICAGO DEPARTMENT OF AVIATION

## CITY OF CHICAGO MEMORANDUM

To:	Jamie L. Rhee Chief Procurement Officer
Attention:	Monica Jimenez Deputy Procurement Officer
From: f	Ginger S. Evans Commissioner
Subject:	Concurrence with Contractor's Request for Full MBE/WBE Waiver
	Vendor: Sherwin Industries, Inc

Specification Number: 223267

The Chicago Department of Aviation (CDA) is in receipt of a letter from Sherwin Industries, Inc. dated May 23, 2016 (attached) requesting a full waiver from the standard 16.9% MBE and 4.5% WBE participation requirements and is in concurrence pending review and approval by the Department of Procurement Services. Alternatively, "No Stated Goals" is also acceptable to the CDA to address the vendor's inability to commit to compliance.

Given the sole source nature of the required services, Sherwin Industries, Inc, or the certified independent lab, Effective Solutions, Inc., performs almost all of the work. As such, direct compliance is not possible. Indirect participation through channels such as office supplies/equipment or travel are not practical either as noted in Sherwin's letter.

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

Thank you for your cooperation.



## CHICAGO DEPARTMENT OF AVIATION

## CITY OF CHICAGO MEMORANDUM

To:	Jamie L. Rhee Chief Procurement Officer
Attention:	Monica Jimenez

From: Ginger S. Evans Commissioner

Subject: Concurrence with Contractor's Request for Full MBE/WBE Waiver Vendor: Sherwin Industries, Inc Specification Number: 223267

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

Thank you for your cooperation.

10510 WEST ZEMKE ROAD, P.O. BOX 66142, CHICAGO, ILLINOIS 60866



May 23, 2016

Mr. George Lyman O'Hare International Airport Midway International Airport

City of Chicago Chicago, Illinois 60666

Subject: MBE WBE Waiver request for Calibration and Servicing the Bowmonk AFM2 MK3 Airfield Friction Meters Owned by O'Hare International Airport and Midway International Airport.

Dear Mr. Lyman:

Sherwin Industries, Inc. is the sole source authorized distributor in the United States for the Bowmonk AFM2 MK3 Airfield Friction Meters. This includes sales, service, repair and the arrangement of the calibration and certification. Annual calibration and certifications are required annually per the manufacturer according to FAA standards.

Sherwin Industries, Inc. is not a local Chicago firm; the corporate office is located in Milwaukee, WI and has its calibration and recertification facility located in Amherst, NH. As a result of our location in Milwaukee, WI and Amherst, NH it is not practical for us to use Chicago Area MBE or WBE firms in either direct or indirect fashion for calibration and service of the Bowmonk AFM2 MK3 Airfield Friction Meters.

Our parts suppliers are local Wisconsin firms with whom we have negotiated and set up supply contracts for parts required for the Bowmonk AFM2 MK3 Airfield Friction Meters.

Due to the nature of our business, all of our travel requirements are booked by the individual staff involved to ensure that their personal needs and schedules are met.

Our computer systems and recalibration and recertification requirements are met in house due to the customization we have within our business.

Our accounting system requirements are all designed, maintained and run by internal staff.

As the distributor of this equipment, Sherwin Industries, Inc. is the sole source supplier of the Bowmonk AFM2 MK 3 Airfield Friction Meters for the sales, service, repair, calibration, recertification and training in the United States of America.

We would, therefore, request a waiver from the City of Chicago for its MBE / WBE requirements for this work effort. Should you have any questions, please feel free to contact me at 800-525-8876 or email me at rjackson@sherwinindustries.com.

Cordially,

Sherwin Industries, Inc.

Randy S. Jackson Vice President



## **CERTIFICATE OF FILING FOR**

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 85498 Certificate Printed on: 05/26/2016 Date of This Filing:05/26/2016 10:45 AM Original Filing Date:05/26/2016 10:45 AM

Disclosing Party: Sherwin Industries, Inc. Filed by: Mr. Randy S Jackson Title:Vice President

Matter: Calibration and Recertification of Bowmonk AFM2 MK3 Airifield Friction Meters Applicant: Sherwin Industries, Inc. Specification #: 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.



May 23, 2016

Mr. George Lyman O'Hare International Airport Midway International Airport

City of Chicago Chicago, Illinois 60666

## Reference: Calibration and Recertification of Bowmonk AFM2 MK3 Airfield Friction Meters Two Year Agreement with Three Year Extension Mutually Agreed Upon

Dear Mr. Lyman:

Sherwin Industries, Inc. is pleased to provide the following two year sales, service, parts, calibration, recertification, repair and training proposal for the Bowmonk AFM2 MK3 Airfield Friction Meters to the City of Chicago Department of Aviation.

#### Scope:

Sherwin Industries, Inc. will provide all labor and materials necessary for the sales, service, parts, calibration, recertification, repair and training for the Bowmonk AFM2 MK3 Airfield Friction Meters owned by the City of Chicago, Department of Aviation for O'Hare International Airport and Midway International Airport per the attached pricing schedule.

#### Calibration:

Sherwin Industries, Inc. will calibrate the Bowmonk AFM2 MK3 unit as it is received at our calibration and recertification facility. Each unit will be inspected, recalibrated and recertified per FAA Requirements. A Certificate of Calibration will be issued once the unit has passed testing and recalibration. Each unit must be calibrated annually pursuant to FAA Advisory Circular 150/5200-30B.

Part Number	Description	Unit of Measure	Price
#SR&R AFM2	Calibration and Recertification of Bowmonk AFM2 MK3 Meter	EACH	\$375.00
	Includes labor on calibration		
	***Any Additional service or repair per parts list ***		
	It will be the responsibility of the airport to annually ship the unit(s)		
	to the calibration and recertification facility in Amherst, NH		



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Service:

The units will be shipped directly to the calibration, recertification and repair facility located in Amherst, NH. Units will be calibrated and recertified to FAA Requirements. It is the responsibility of the owner to ship, insure and properly package all units. Sherwin Industries, Inc. will not accept responsibility for meters returned damaged in transit due to insufficient packaging protection. Units are to be shipped directly to the address listed below:

Sherwin Industries, Inc. c/o Effective Solutions, Inc. 1 Overlook Drive Unit #4 Amherst, NH 03031 Phone: 603-673-6369 Contact: Mr. Steve Landry

In the event that the unit requires additional repair beyond the scope of the repair and calibration facility, the unit will need to be shipped to the original manufacturer located in England. An estimate will be provided at the time of evaluation. This estimate is subject to the City of Chicago approval. Shipping charges to and from England will be the responsibility of the owner. They will be verified by actual shipping company invoices. Labor and repair subject to rates indicated on pricing schedule.

#### Parts:

The service technician will review the current status of each Bowmonk AFM2 MK3 Airfield Friction Meter and replace any parts found to be deficient. Parts needing replacement cannot be determined until the unit is inspected and calibrated. All Labor to be billed at the hourly rate indicated on the pricing schedule. Parts pricing is adjusted annually. Pricing will be adjusted each year during the five year program. Pricing is subject to freight charges verified by shipping company invoices to substantiate payment.

#### Training:

Sherwin Industries, Inc. will provide one day of hands on training with the airport personnel. This training will focus on the proper operation and maintenance of the Bowmonk AFM2 MK 3 Runway Friction Meter. Certificates of training will be provided after the course for those who have had their training updated.



	Replacement Parts, Repairs, Training and Service		
#SBOW-30	Replacement Battery for Bowmonk AFM2 MK3	EACH	\$125.00
#SBOW-027	Replacement Ink Cartridge	EACH	\$11.85
#SBOW-034	Replacement Paper – case of ten rolls	CASE	\$47.50
#SBOW-021	Replacement Printer for Bowmonk AFM2 MK3	EACH	\$136.85
#SBOW-015	Wall Charger for Bowmonk AFM2 MK3	EACH	\$89.25
#SBOW-023	Vehicle Charger for Bowmonk AFM2 MK3	EACH	\$89.25
#SBOW-012	Replacement Carrying Case for Bowmonk AFM2 MK3	EACH	\$97.50
#SBOW-039	Replacement Touch Keyboard for Bowmonk AFM2 MK3	EACH	\$160.65
#SBOW-0440	Onsite Labor Rate	HOUR	\$130.00
#SBOW-BOX	Replacement Box Which Houses Internal Parts	EACH	\$370.50
#SBOW-ACC	TKI Accelerometer	EACH	\$705.00
#SBOW-TKB	TKB511 Main PCB Circuit Board	EACH	\$734.95
#SBOW-LCD	2 x 16 LCD Display	EACH	\$91.65
#SBOW-PRT	Replacement Printer	EACH	\$280.00
#SBOW-044	Labor Rate for Repairs	HOUR	\$130.00
Training 12	Bowmonk AFM2 MK3 Training Full Day	EACH	\$1,750.00
Training 06	Bowmonk AFM2 MK 3 Training Half Day	EACH	\$875.00

**Additional Comments:** 

- 1. The replacement part pricing is for the cost of the part only and would be plus labor and all applicable freight charges verified by shipping company invoices to substantiate payments.
- 2. It will be the responsibility of the airport to annually ship the unit(s) to the calibration and recertification facility in Amherst, NH.
- 3. Pricing will be reviewed on an annual basis on the anniversary of the contract.



Should you have any questions, please feel free to contact me at 800-525-8876 or email me at rjackson@sherwinindustries.com.

Cordially,

Sherwin Industries, Inc.

Randy S. Jackson Vice President



May 23, 2016

Mr. George Lyman O'Hare International Airport Midway International Airport City of Chicago Chicago, Illinois 60666

Reference: Price Increases during Calibration and Recertification of Bowmonk AFM2 MK3 Airfield Friction Meters Two Year Agreement with one extension if mutually agreed upon

Dear Mr. Lyman:

Sherwin Industries, Inc. will limit all price increases to no more than 3% per year during the two year agreement. This price increase will only take affect in the event the costs of the labor, materials, parts or service is increases from the manufacturer. The price increase will only occur on the individual item increased at that time and will not be an across the board increase.

Should you have any questions, please feel free to contact me at 800-525-8876 or email me at rjackson@sherwinindustries.com.

Cordially,

Sherwin Industries, Inc.

Randy S. Jackson Vice President



To Whom It May Concern:

This is to confirm that Sherwin Industries located at 2129 West Morgan Avenue, Milwaukee, WI 53221-1534 is the sole source in the United States for the Bowmonk AFM2 airfield friction meter. This includes sales, service and arrangement of calibration.

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

Randy S. Jackson Vice President

# BOWNONK LIMITED

DIAMOND ROAD, NORWICH, NORFOLK, ENGLAND NR6 6AW Telephone: (01603) 485153 Fax: (01603) 418150 International Tel: (44) 1603 485153 International Fax: (44) 1603 418150

E-mail: info@bowmonk.co.uk Website: www.bowmonk.com

3rd June 2016

Reference the calibration interval for the Bowmonk AFM2

To whom it may concern,

At the time of our gaining approval from the FAA for our Bowmonk AFM2 runway friction tester, it was agreed that the calibration frequency should be yearly.

Yours truly,

Ernie Hill Managing Director

DIAMOND ROAD, ST FAITH'S INDUSTRIAL ESTATE, NORWICH, NORFOLK NR6 6AW Telephone: Norwich (01603) 485153 Fax: (01603) 418150 E-mail: info@bowmonk.co.uk Website: www.bowmonk.com

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27/04/16

To Whom It May Concern:

This is to confirm that Sherwin Industries located at 2129 West Morgan Avenue, Milwaukee, WI 53221-1534 is the sole source in the US for the Bowmonk AFM2 airfield friction meter. This includes sales, service and arrangement of calibration.

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

Yours truly,

Helen Wilkinson



# To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of

## Business Services. I certify that

SHERWIN INDUSTRIES, INC., INCORPORATED IN WISCONSIN AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JUNE 12, 1996, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



# In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 25TH day of MAY A.D. 2016.

Authentication #: 1614602180 verifiable until 05/25/2017 Authenticate at: http://www.cyberdriveillinois.com

Jesse W

SECRETARY OF STATE