

**CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES  
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	<u>07/05/11</u>
Recommend Approval	<input checked="" type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	<u>4-0</u>

**NON-COMPETITIVE REVIEW BOARD (NCRB)  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Vaisala for the product(s) and/or service(s) described herein.

**This is a request for:**

One-Time Contractor Requisition #: \_\_\_\_\_, copy attached or  Term Agreement or  Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the \_\_\_\_\_ (Attach List).

Pre-Assigned Specification No.: \_\_\_\_\_

Pre-Assigned Contract No.: \_\_\_\_\_

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

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

Contract #: 24325

Company or Agency Name: Vaisala

Specification #: 49291

Contract or Program Description: Weather Forecasting Services

Modification #: 1

(Attach List, if multiple)

Lisa Clark  
Originator Name  
(mm/dd/yr)

744-4667  
Telephone

Lisa Clark  
Signature

Streets and San  
Department

6/21/2011  
Date

<input checked="" type="checkbox"/> <b>PROCUREMENT HISTORY</b>	<u>See attached</u>
<input checked="" type="checkbox"/> <b>ESTIMATED COST</b>	<u>See attached</u>
<input checked="" type="checkbox"/> <b>SCHEDULE REQUIREMENTS</b>	<u>See attached</u>
<input checked="" type="checkbox"/> <b>EXCLUSIVE OR UNIQUE CAPABILITY</b>	<u>See attached</u>
<input checked="" type="checkbox"/> <b>OTHER</b>	<u>NO change to MBE/DBE Plan</u>

APPROVED BY: Robert Richardson

6-21-11

Rich Butler

8.25.11

DEPARTMENT HEAD OR DESIGNEE

DATE

BOARD CHAIRPERSON

DATE

Robert Richardson  
PRINT NAME

Rich Butler  
PRINT NAME

[Signature]  
CHIEF PROCUREMENT OFFICER

9/1/11  
DATE OF APPROVAL

[Signature]

# DPS PROJECT CHECKLIST

## For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name \_\_\_\_\_

**IMPORTANT:** ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

### General Information:

Date: <u>6-21-11</u>	Need by (estimated date): <u>8-1-2011</u>	
Requisition No.: <u>60881</u>	Contact Person: <u>LISA CLARK</u>	Project Manager:
Specification No.: (if known) <u>49291</u>		
PO No.: (if known) <u>24325</u>	Telephone: <u>4-4667</u>	Telephone:
Modification No.: (if known)	Fax: <u>4-3267</u>	Fax:
Previous PO No.: (if known)	Email: <u>liscclark@coc.org</u>	Email:

Project Description: Road weather information system (RWIS)

### Funding:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
<u>01</u>	<u>2011</u>	<u>2045</u>	<u>81</u>	<u>0040</u>	<u>0140</u>				<u>118,277.17</u>

Term Estimated Value \$ 118,277.17

\*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE \_\_\_\_\_ COMMITTED OR \_\_\_\_\_ SPENT BY DEADLINE: \_\_\_\_\_ (DATE)

### Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

### IMPORTANT:

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

### Purchase Order Type (Check All That Apply):

<b>New Request</b> <input checked="" type="checkbox"/> Blanket/Term/DUR/Agreement <input type="checkbox"/> Master Agreement (Task Order) <input type="checkbox"/> Standard/One-Time Purchase	<b>Modification/Amendment</b> <input type="checkbox"/> Time Extension** <input checked="" type="checkbox"/> Vendor Limit Increase \$ <u>118,277.17</u> <input checked="" type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s) <input type="checkbox"/> Other (specify): <u>Requesting to add sites to existing Sole Source Contract</u>
<b>Forms</b> <input type="checkbox"/> Requisition <input type="checkbox"/> Special Approvals <input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term:

\*\* Requested Term (Number of Months): \_\_\_\_\_

### Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference?  Yes\*  No

Requesting Site Visit?  Yes  No

\*If yes, explain reasons why mandatory attendance is necessary.

# DPS PROJECT CHECKLIST

## WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

### Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

### Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property?  Yes  No
  - Will services be performed on or near a waterway?  Yes  No
  - Will services require the handling of hazardous/bio-waste material?  Yes  No
  - Will services require the blocking of streets or sidewalks which may affect public safety?  Yes  No
- Attach Recommendation of **MBE/WBE/DBE Analysis Form**
- Is this a **Revenue Producing contract**?  Yes  No

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

Contractor's Name: *Vaisala*  
Contractor's Address: *1862 Craig Park Ct St. Louis, MO 63146*  
Contractor's e-mail Address: *bert.murillo@vaisala.com*  
Contractor's Phone Number: *1-314-569-1002 Ext 522*  
Contractor's Contact Person: *Bert Murillo*

**CITY OF CHICAGO  
 BLANKET PURCHASE ORDER**

**Original (DPS)**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PO START DATE	PO END DATE	PAGE #
8/19/2011	85	24325	49291	54151024	B		1/1/2007	4/30/2012	1

**BUYER:**

16505 DORIS MOORE 312-744-4924

**ORDERED FROM:**

VAISALA INC  
 PO BOX 8500-53423  
 PHILADELPHIA, PA 19178

**PO DESCRIPTION:** (OLD PO# WAS 14768 - SURFACE SYSTEMS INC) Road Weather Information System RWIS for Dept. of Aviation and Streets and Sanitation

**COMMODITY INFORMATION**

Line	Item	Item Description	UOM	Unit Cost
1	9392154155	MAINTENANCE, COMPUTER AND DATA PROCESSING EQUIPMENT - RWIS SYSTEM UPGRADE AT MIDWAY INT'L AIRPORT	Job	87,554.46
2	9181201100	RUNWAY WEATHER INFORMATION SERVICES - SCAN*CAST PAVEMENT CONDITION FORECASTING SERVICES AT O'HARE INT'L AIRPORT	Month	745.00
3	9181201200	RUNWAY WEATHER INFORMATION SERVICES - SCAN*CAST PAVEMENT CONDITION FORECASTING SERVICES AT MIDWAY INT'L AIRPORT	Month	685.00
4	9392154300	MAINTENANCE, COMPUTER AND DATA PROCESSING EQUIPMENT - RWIS MAINTENANCE AND REPAIR SERVICES AT O'HARE INT'L AIRPORT	Month	2,819.66
5	9392154310	MAINTENANCE, COMPUTER AND DATA PROCESSING EQUIPMENT - RWIS MAINTENANCE AND REPAIR SERVICES AT MIDWAY INT'L AIRPORT	Month	939.70
6	93921.54	PARTS AND SERVICE NOT COVERED UNDER MAINTENANCE AGREEMENT PER SSI PRICING SCHEDULE	USD	1.00
7	9181200030	SCANCAST PAVEMENT CONDITION FORECASTING SERVICES	Month	2,650.00
8	9207710010	WEATHER DATA BASE ACCESS - WEATHER DATA BASE ACCESS CHARGE	Minute	1.45
9	9207720010	CUSTOM GRAPHICS - CUSTOM GRAPHICS IMAGES PER IMAGE	Each	2.00
10	9392154105	MAINTENANCE, COMPUTER AND DATA PROCESSING EQUIPMENT - EXCLUDES COMPONENTS THAT ARE UNDER WARRANTY	Month	2,184.98

Be made upon receipt of an original vendor invoice form referencing this order and associated Receipt(s). Submit the original invoice to the Office of the City Comptroller, Invoice Intake Division, 33 N. LaSalle, Room 700, Chicago, IL 60602. All invoices must be accompanied by a copy of the purchase order. Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase. This order is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO  
PRE-APPROVED  
MODIFICATION / OVERRIDE REQUISITION**

**Copy (Department)**

<b>DELIVER TO:</b>  081-2045 1ST DIST 4200 N. NARRAGANSETT AVE. Chicago, IL 60634	<b>REQUISITION:</b> 60881 For PO Number: 24325  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 81 - DEPT OF STREETS & SANITATION <b>PREPARER:</b> Lisa M Clark <b>NEEDED:</b> <b>PRE-APPROVED</b> 6/16/2011
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**REQUISITION DESCRIPTION**

REQUEST TO ADD SITES AND INCREASE VENDOR LIMIT TO PO 24325 VAISALA  
 SPECIFICATION NUMBER: 49291  
 Mod Reason: SCOPE CHANGE

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	93921 REQUEST TO ADD SITES TO EXISTING SOLE SOURCE CONTRACT	6 X 0.00	Each	0.00	0.00						
<b>SUGGESTED VENDOR:</b> VAISALA INC		<b>REQUESTED BY:</b> Lisa M Clark									
<b>DIST</b>	<b>BFY</b>	<b>FUND</b>	<b>COST CTR</b>	<b>APPR</b>	<b>ACCNT</b>	<b>ACTV</b>	<b>PROJECT</b>	<b>RPT CAT</b>	<b>GENRL</b>	<b>FUTR</b>	
1	011	0100	0812045	0140	220140	0000	00000000	000000	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>
2	93921 REQUEST LIMIT INCREASE	118,277.17	USD	0.00	0.00						
<b>SUGGESTED VENDOR:</b> VAISALA INC		<b>REQUESTED BY:</b> Lisa M Clark									
<b>DIST</b>	<b>BFY</b>	<b>FUND</b>	<b>COST CTR</b>	<b>APPR</b>	<b>ACCNT</b>	<b>ACTV</b>	<b>PROJECT</b>	<b>RPT CAT</b>	<b>GENRL</b>	<b>FUTR</b>	
1	011	0100	0812045	0140	220140	0000	00000000	000000	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>
<b>REQUISITION TOTAL:</b>											<b>0.00</b>

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose. Requisitions prepared incorrectly will be returned to the using department.



City of Chicago  
Richard M. Daley, Mayor

Department of  
Streets and Sanitation

Thomas G. Byrne  
Commissioner

City Hall, Room 700  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4611  
(312) 744-4737 (FAX)  
(312) 744-2971 (TTY)

<http://www.cityofchicago.org>

## MEMORANDUM

TO: Jamie L. Rhee  
Chief Procurement Officer

FROM: *Thomas G. Byrne* (Signature)  
Thomas G. Byrne, Commissioner  
Department of Streets and Sanitation

DATE: June 20, 2011

SUBJECT: Request Modification to Sole Source Contract  
Road Weather Information System (RWIS)  
Contract Number: 24325  
FMPS Requisition Number: 60881

The Department of Streets and Sanitation is requesting a modification to an existing sole source contract with Vaisala under PO 24325. Vaisala recently purchased SSI (PO 14768) and the contract was just reassigned under the Vaisala name. Vaisala provides roadway weather information to both Streets and Sanitation and the Department of Aviation. Streets and Sanitation uses the information received from the RWIS server to determine if snow and or ice are building on the pavement. The information is critical for making decisions to determine when and where to apply resources for snow removal programs.

Streets and Sanitation would like to modify the contract to add weather sensors to 6 new sites. We will also need to increase the vendor limit on this contract by \$118,277.17.

Attached please find the sole source package which includes the justification, FMPS requisition, project checklist, price proposal, EDS and a no change letter from Vaisala regarding MBE/WBE.

We are asking to be on the agenda for the July sole source meeting.

Thank you for your consideration.

cc: Richardson, Bobby  
Jim Crocker  
Greg Deweese  
John Bieg  
Smith, Valleta  
File



## Contract Modification to Sole Source Contract # 24325 with Vaisala.

### PROCUREMENT HISTORY:

Surface Systems, Inc (SSI) roadway weather information system (RWIS) has been used at O'Hare Airport since 1986 and at Midway Airport since 1990. Streets and Sanitation has used the services and equipment of SSI since November of 1987 on roadways throughout the City. The monthly maintenance of the system as well as the data and forecasting services have been provided via non competitive bid since commissioning of the equipment at various locations most recently under PO's T4961880701, T1918920101 and 14768. Roadway Weather Information Systems (RWIS) monitor weather conditions at remote airfield/roadway locations. RWIS system is specifically designed for monitoring and displaying pavement surface conditions, pavement temperature, freeze point temperature, chemical percent concentration, subsurface temperature and atmospheric conditions. The RWIS system reports atmospheric/meteorological conditions which include the following air temperature, relative humidity, dew point, precipitation classification, visibility barometric pressure, snow depth and wind/speed direction. The information from the RWIS station is collected by, archived and displayed on an RWIS server system for use at the Airports and Streets and Sanitation for winter maintenance operations. In pavement surface sensors measure bridge deck and roadway/runway pavement surface temperature, freeze point temperature, chemical concentration, surface conditions and communicate these signals to the RPU. The RPU transfers all of its data and images to the RWIS server. The RWIS server system stores the RWIS data in a standard SQL server database for access by users. The RWIS user displays include all sensor and forecast data in a browser based data display format.

Streets and Sanitation, in particular, uses the information received from the RWIS server to determine if snow and or ice are building on the pavement. That information is critical for making decisions to determine when and where to apply DSS resources for snow removal programs.

SSI was recently bought out by Vaisala. Procurement Services reassigned Contract 14768 from SSI to Vaisala on March 14, 2011. The new PO is 24325.

### ESTIMATED COST:

We are asking to modify the current contract to add 6 RWIS sites. Please see the attached quote from Vaisala for the cost breakdowns. The locations are as follows:

7300 S. Kedzie  
3256 E. 95<sup>th</sup> St  
5800 E. River Road

3300 W. Howard  
Cermak Road  
Torrance at 136<sup>th</sup> Street

The cost associated with adding the new sites is \$82,847.17

We will need to increase the vendor limit for that amount plus \$35,430 for maintenance of existing equipment for use in the 2011-2012 snow season.

The current limit on PO 23525 is \$175,345.09. That will not cover DSS needs and DOA needs.

The total increase we are requesting under this modification is \$ 118,277.17

SCHEDULE REQUIREMENTS:

DSS needs to have the new sensors in place and functioning by August 1, 2011 for the 2011-2012 snow season.

MBE/WBE COMMITMENT:

There is no change to the current MBE/WBE plan.

EXCLUSIVE OR UNIQUE CAPABILITY:

1. Compatibility of Equipment/service:

- Vaisala designs and manufactures their equipment specifically to be compatible with their remote processing units (RPUs).
- Vaisala is the only firm with the capability to upgrade the system which is currently being utilized by the City
- Product compatibility allows us to implement new equipment into our system while still being supported with older legacy equipment allowing upgrades to be phased in.
- Vaisala is the only manufacture of a non-intrusive sensor that is capable of providing a friction reading to help gauge road level grip.
- As the original equipment manufacturer Vaisala is uniquely qualified to service the equipment in the field both from a knowledge and parts availability standpoint.

2. Data Hosting:

- As the current data host for the City of Chicago's RWIS data and the equipment vendor Vaisala has the expertise to poll the RPUs and provide up-to-date pavement data.
- Through their data hosting capabilities Vaisala is also capable of remotely diagnosing existing RWIS RPUs and sensors for first-level response during any equipment outages.

3. Data Sharing:

- As the current data host for the City of Chicago and multiple local agencies to include the Illinois DOT, Illinois Tollway, McHenry County their specialized software allows for the sharing among



multiple agencies. This sharing allows for the tracking of incoming storms to supplement information coming from 3<sup>rd</sup> party media sources.

In summary, the existing equipment at the Airports and Streets and Sanitation locations are not compatible with other similar type pavement condition monitoring equipment manufactured by other companies. A competitive bid would either give the existing vendor an advantage if we wish to maintain the existing sensors or would prove expensive for a complete replacement as it would require coring and trenching of the roadways.

**Vaisala Vendor Limit Increase 06/16/2011**

Quote #	3	5/18/2011	\$ 47,417.17	New Equipment at 111th + Longwood & Sayre + Kennedy
Quote #	2	5/18/2011	\$ 7,950.00	Maintenance Agreement
Quote #	1	5/18/2011	\$ 27,480.00	Data Management
Total - owed 2011			<b>\$ 82,847.17</b>	
2012 Costs				
			\$ 7,950.00	Maintenance Agreement
			\$ 27,480.00	Data Management
Total Projected 2012			<b>\$ 35,430.00</b>	
Total 2011 + 2012 Costs			<b>\$ 118,277.17</b>	



May 20, 2011

City of Chicago  
Department of Streets and Sanitation  
121 N. LaSalle Street  
Room 701  
Chicago, IL 60602

*modify*

Reference: City of Chicago – Road Weather Information Systems (RWIS) Program

To Whom It May Concern,

Per your request, Vaisala has comprised the following documents to assist in the modification of the City of Chicago contract #14768. Here is a list of attachments and/or notes along with a short summary of parts/services included:

1. Attachment #1 – Price quotation to add (6) RWIS sites to the existing City of Chicago contract #14768
  - a. Site locations of the (6) Additional RWIS Sites:
    - - 7300 So. Kedzie
    - - 3256 E 95th St
    - - 5800 E River Road
    - - 3300 West Howard
    - - Cermak Road
    - - Torrence @ 136th Street
  - b. Pricing is per the current contract #14768 at a price of \$2,650 annually per RPU added to the maintenance agreement.
    - With the additional RWIS sites, Vaisala would be responsible for maintaining (12) RWIS sites.
    - The original Scope of Work included the maintenance of (9) RWIS sites. Throughout the duration of the contract the City has either decommissioned or elected not to utilize (3) RWIS sites and currently Vaisala is maintaining (6) of the original (9) sites. While the city is adding (6) new sites to the agreement Vaisala will wrap (3) of these sites into the agreement at no additional charge to meet the original scope of the agreement. The other (3) sites have been quoted per the contract.
2. Attachment #2 – Price quotation to renew the RWIS data hosting contract. This service provides the City's interface to the RWIS data. This service was not originally wrapped into contract #14768.
  - a. Includes RWIS data hosting for all (12) RWIS sites – Annual Charge
  - b. Includes cellular communications charges for (12) cellular CDMA modems – Annual Charge

3. Attachment #3 – Price quotation to add non-intrusive sensors to (2) existing RWIS locations.
  - a. Location 1 – Sayre Ave over the Kennedy Expressway – Tower mounted location
  - b. Location 2 – 111<sup>th</sup> Street at Longwood – Pole Mounted sensor location
  - c. Warranty: 12 month warranty on these new sensors. They will be covered under the maintenance agreement for full parts and labor coverage.
  
4. Pavement Forecasting
  - a. The original RWIS sites will continue to be exported for the generation of pavement forecasts.

I hope the included attachments and notes help in the evaluation and modification of this contract. We appreciate our current working relationship with the City of Chicago and look forward to helping the City meet their RWIS needs into the future. Please feel free to contact with any questions or requests for clarification in regards to the attached documents.

Sincerely,



Bert Murillo  
**Vaisala Inc.**  
Territorial Sales Manager  
Office: (800) 325-7226  
Fax: (314) 569-3567  
Email: [bert.murillo@vaisala.com](mailto:bert.murillo@vaisala.com)



# QUOTATION Attachment #1

Boulder Operations  
P.O. Box 3659  
Boulder, CO 80307-3659, USA  
Phone 303 499 1701  
Fax 303 499 1767

Contact: Bobby Richardson / Lisa Clark  
Customer: City of Chicago - Streets and Sanitation  
Address: 121 N La Salle (Room 704)  
Chicago, IL  
Email/Fax: robert.richardson@cityofchicago.org / gregory.deweesa@cityofchicago.org  
Phone: \_\_\_\_\_

Date: Updated: 06/15/2011  
Quote No: QU# BM052011-1\_REV 2  
Project: (6) Additional Sites added to RWIS Maintenance Agreement  
Lead Time: N/A

VAISALA pricing is in U.S. Dollars.

QUOTATION VALID FOR 90 DAYS

PL1103R7.0

Qty.	Item Description	Part #	Unit Price	Extended Price
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### SERVICE / PREVENTATIVE MAINTENANCE CONTRACTS & ENGINEERING

Maintenance Agreement - Per Year  
Includes Parts and Labor per City of Chicago Agreement #14768  
Maintenance Agreement - Per Year for the following locations:  
- 7300 So. Kedzie  
- 3256 E 95th St  
- 5800 E River Road  
- 3300 West Howard  
- Cermak Road  
- Torrence @ 136th Street

3

SRH151

2,650

7,950.00

GRAND TOTAL, System Equipment, Software & Services

7,950.00

Detailed conditions covering sale of the offered equipment can be found in the enclosed sales policy, "Standard Conditions of Sale of Vaisala." Warranty includes on-site repair, if required.

#### PURCHASER'S ACCEPTANCE

This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number.

Vaisala Standard Terms of Sales and accompanying quote materials are incorporated herein by reference.

Quote No: QU# BM052011-1\_REV 2  
Project: (6) Additional Sites added to RWIS Maintenance Agreement

Purchaser: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Quotation Submitted by:

Bert Murillo

Title:

Territory Sales Manager

Purchaser Order No: \_\_\_\_\_

Ship to: \_\_\_\_\_

Ship Via: \_\_\_\_\_  
or BESTWAY

Shipping Account # \_\_\_\_\_



# QUOTATION Attachment #2

**Boulder Operations**  
P.O. Box 3659  
Boulder, CO 80307-3659, USA  
Phone 303 499 1701  
Fax 303 499 1767

**Contact:** Bobby Richardson / Lisa Clark  
**Customer:** City of Chicago - Streets and Sanitation  
**Address:** 121 N La Salle (Room 704)  
Chicago, IL  
**Email/Fax:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

**Date:** Updated 06/15/2011  
**Quote No:** QU# BM051811-1 REV 2  
**Description:** Navigator Online - RWIS Data Hosting  
**Lead Time:** TBD

VAISALA pricing is in U.S. Dollars.

QUOTATION VALID FOR 90 DAYS

PL1103R7.0

Qty.	Item Description	Part #	Unit Price	Extended Price
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### HOSTED SOFTWARE SOLUTIONS

Qty.	Item Description	Part #	Unit Price	Extended Price
	Vaisala RoadDSS Navigator			
12	Data Management per site per year (price per station) - Price Per Year	Project Item	1,350	16,200.00
12	Communication charges per station - Price Per Year	Project Item	940	11,280.00

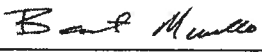
<b>GRAND TOTAL, System Equipment, Software &amp; Services</b>				<b>27,480.00</b>
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Detailed conditions covering sale of the offered equipment can be found in the enclosed sales policy, "Standard Conditions of Sale of Vaisala." Warranty includes on-site repair, if required.

### PRICING STIPULATIONS

Unless otherwise noted, Buyer/Others to provide the following:

- See accompanying Scope Document for additional details.
- RWIS tower and/or sensor pole.
- AC power at the site(s), including any necessary permits.

PURCHASER'S ACCEPTANCE		Quote No:	<u>QU# BM051811-1_REV 2</u>
This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number.		Project:	<u>Navigator Online - RWIS Data Hosting</u>
Vaisala Standard Terms of Sales and accompanying quote materials are incorporated herein by reference.		Purchaser:	_____
		Address:	_____
		Signature:	_____
		Title:	_____
		Date:	_____
Quotation Submitted by:		Purchaser Order No:	_____
<u>Bert Murillo</u> 		Ship to:	_____
Title:		Ship Via:	_____
<u>Territory Sales Manager</u>		or BESTWAY	_____
		Shipping Account #	_____



# QUOTATION Attachment #3

**Boulder Operations**  
P.O. Box 3659  
Boulder, CO 80307-3659, USA  
Phone 303 499 1701  
Fax 303 499 1767

**Contact:** Bobby Richardson / Lisa Clark  
**Customer:** City of Chicago - Streets and Sanitation  
**Address:** 121 N La Salle (Room 704)  
Chicago, IL  
**Email/Fax:** robert.richardson@cityofchicago.org / gregory.deweese@cityofchicago.org  
**Phone:**

**Date:** Updated 06/15/2011  
**Quote No:** QU# BM092410-1\_REV 3  
**Project:** Non-Intrusive Sensors - Equipment and Installation Services  
**Lead Time:** 6 - 8 Weeks ARO

VAISALA pricing is in U.S. Dollars.

PL063010R3.0

QUOTATION VALID FOR 90 DAYS

Qty.	Item Description	Part #	Unit Price	Extended Price
<b>ATMOSPHERIC &amp; ENVIRONMENTAL SENSING DEVICES</b>				
1	Lattice Tower Installation Kit for Remote Surface State Sensors Location: SAYRE AV. OVER KENNEDY EXP.	228699	188.92	188.92
Sensor Mounting Hardware Kit, Pole Location: 111th Street @ Longwood				
1	Sensor arm and universal mounting kit for 80-600mm poles	DRUNIVARM	775.00	775.00
1	Cable Gland, PG16	227437		
1	Nut, Cable Gland, PG16	227442		
1	RS485 Biasing Resistor Block	50001200		
1	Female Disconnect, Insulated, 22-18 AWG	18600201		
1	Male Disconnect, Insulated, 22-18 AWG	18600200		
1	28Vdc Power Supply Kit	56023500		
1	DSC111/DST111 Installation Manual (North Americal)	00000050		
<b>PAVEMENT SENSORS</b>				
2	Remote Surface State Sensor	DSC111	15,096.00	30,192.00
2	Remote Surface Temperature Sensor (RS485)	DST111	4,948.75	9,897.50
<b>SENSOR CABLES</b>				
2	Communication cable between DSC111 and DST111	216548	90.00	180.00
2	25 m cable for communications and power supply	216547	170.00	340.00
<b>INSTALLATION SERVICES</b>				
1	On-Site Equipment Installation Installation of DSC/DST Non-Intrusive sensors on (1) Lattice and (1) Pole	INSTDAY	2,843.75	2,843.75
<b>SERVICE / PREVENTATIVE MAINTENANCE CONTRACTS &amp; ENGINEERING</b>				
1	Commissioning / Site Acceptance 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. The VAISALA Field Engineer will calibrate and terminate the pavement sensor cables. The completion of commissioning signifies the start of warranty period. Travel costs except airfare are included; airfare billed at cost.	SAT	3,000.00	3,000.00
<b>GRAND TOTAL, System Equipment, Software &amp; Services</b>				<b>47,417.17</b>

Detailed conditions covering sale of the offered equipment can be found in the enclosed sales policy, "Standard Conditions of Sale of Vaisala."

**Buyer's Responsibilities**

Unless otherwise noted, Buyer/Others to provide the following:

- X RWIS tower and/or sensor pole.
- X All civil works, including trenching and other ground work, as required.
- X AC power and communication and communications equipment at the site, including any necessary permits.
- X Work zone traffic control including flaggers, as needed.

**PURCHASER'S ACCEPTANCE**

This Quotation is deemed accepted when Purchaser returns  
the acknowledgement copy of this Quotation with a valid Purchase Order Number.

The Vaisala Standard Terms of Sales are incorporated herein by reference.

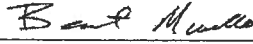
Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Quotation Submitted by: Bert Murillo



Purchaser Order No: \_\_\_\_\_

Ship to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

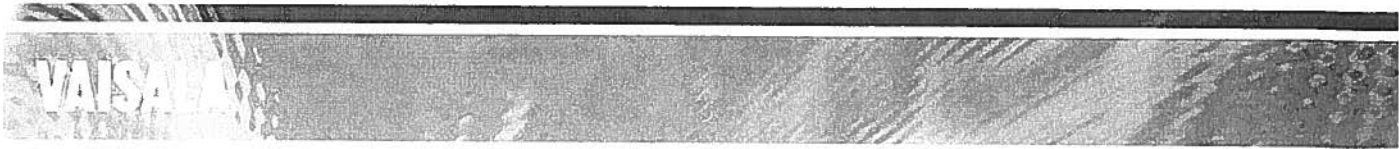
Title: Territory Sales Manager

Ship Via: \_\_\_\_\_

or BESTWAY

Shipping Account #: \_\_\_\_\_





June 15, 2011

City of Chicago  
Attn: Lisa Clark  
Department of Streets and Sanitation  
121 N. LaSalle St.  
Chicago, IL 60602

Dear Ms. Clark:

This letter shall serve as confirmation that that Vaisala Inc. agrees with the contract terms and conditions as stated in Contract # 14768 and Specification # 49291. Further, the previously submitted MBE/WBE plan dated May 1<sup>st</sup>, 2007 remains unchanged for the new contract under PO 24325.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt Kinion".

Kurt Kinion  
National Sales Manager  
Roads, Americas

ASSIGNMENT OF FUNDS AGREEMENT

This Assignment shall be effective on the 1 day of July, 2010

Surface Systems, Inc. (Contractor Name), a Missouri

(State of Incorporation) corporation, at 11612 Lilburn Park Rd, St. Louis, MO 63144

(Contractor Address) ("Assignor") hereby assigns and transfers all monies due or to become due under City of Chicago contract ("Contract")

Contract Number: 14768, Specification Number: 49291

Job/Project Description and/or #: Road Weather Information Systems (RWIS) for the Chicago Department of Aviation

to Vaisala Inc. (Company or Financial Institution), a Delaware

(State of Incorporation) corporation, at 194 S. Taylor Ave, Louisville CO 80027

(Company or Financial Institution Address) ("Assignee") effective as of the date of this Assignment of Funds Agreement.

It is understood and agreed by the undersigned Assignor and Assignee that:

- 1. The Assignor shall remain fully responsible and liable for all contractual obligations under the referenced contract and any performance bond issued shall remain in full force and effect through the date of completion of this contract;
2. The payment voucher checks issued by the City Comptroller's Office for monies due or to become due under the referenced contract must be payable "jointly" to both the Assignor and the Assignee;
3. The payment voucher checks issued by the City must be transferred only to the Assignee for disbursement of funds and not to any other business entity without prior written consent of the Chief Procurement Officer;
4. The Assignee acknowledges that it is entitled to receive only those sums to which the Assignor is lawfully entitled, and that any liens, set-offs, or other obligations take priority over Assignee's rights to the contract funds;
5. The City will continue to transfer monies due or to become due under the referenced contract to the Assignee until the Chief Procurement Officer receives written notice from both the Assignor and Assignee requesting termination of this assignment agreement.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of this 27 day of July, 2010

ASSIGNOR:

Surface Systems Inc (Contractor's Name)

AFFIX CORPORATE SEAL (if required in state of incorporation)

By: Kurt Kinion (Authorized Signature)

Title: Kurt Kinion, National Sales Manager (Print)

Name: Kurt Kinion

Attest: [Signature] (Corporate Secretary)

State of Colorado, County of Boulder

This instrument was ACKNOWLEDGED before me this 27 day of July, 2010 by

Kurt Kinion as National Sales Mgr of Vaisala Inc

and John Grimon as Reg Market. Seg. Mgr of Vaisala Inc

[Signature] Notary Public

KERSTIN PARKER NOTARY PUBLIC STATE OF COLORADO My Commission Expires 3/25/2013

ASSIGNEE:

Vaisala Inc  
(Assignee Corporation's Name)

AFFIX CORPORATE SEAL (if required in state of incorporation)

By: [Signature]  
(Authorized Signature)

Title: Reg Market Seg Mgr  
(Print)

Name: Geoff Bing  
(Print)

Attest: [Signature]  
(Corporate Secretary)

State of Colorado, County of Boulder

This instrument was ACKNOWLEDGED before me this 25 day of July, 2015 by

Geoff Bing as Reg Market Seg Mgr of Vaisala Inc.

and Alan Reid as Corporate Secretary of Vaisala Inc.

[Signature]  
Notary Public



**CONSENT OF ASSIGNMENT OF FUNDS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in consideration of the covenants and agreements set forth in the foregoing assignment agreement, the City of Chicago hereby consents to the assignment and transfer of contract funds for the referenced contract from \_\_\_\_\_, the Assignor, to \_\_\_\_\_, the Assignee. This assignment is with recourse to the Assignor, who, in addition to the Assignee, shall remain responsible to the City under the terms and conditions set forth in the above Assignment of Funds Agreement.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Jamie L. Rhee  
Chief Procurement Officer

# TRANSFER OF CONTRACT AGREEMENT

Effective upon the consent of the City of Chicago,

ASSIGNOR Sorlac Systems, Inc (Original Contractor Name), a  
Missouri (State of Incorporation) corporation, 11612 Lilburn Park  
St. Louis, MO 63144 (Original Contractor Address) ("Assignor") assigns its rights and  
delegates its duties and obligations under the City of Chicago contract identified below ("Contract") to

ASSIGNEE Vaisala Inc (Assignee Company Name), a  
Delaware (State of Incorporation) corporation, 194 S. Taylor Ave  
Louisville, CO 80027 (Assignee Company Address) ("Assignee").

Specification Number of the Contract: 49291

Contract Number: 14768

Job/Project Description and/or #: Road Weather Information System (RWIS) for Chicago Department of  
Aviation

Effective immediately, Assignee accepts Assignor's rights under the Contract and assumes performance of the Contract, including all of Assignor's duties, and obligations under it, which may require Assignee to post a performance and payment bond acceptable to the City of Chicago. By this instrument, Assignor authorizes and directs the Comptroller of the City of Chicago to pay Assignee, all moneys due under the Contract for work performed after the effective date of this transfer.

SIGNED as of this 27 day of July, 20 10, by:

ASSIGNOR:

Sorlac Systems Inc  
(Original Contractor's Name)

By: [Signature]  
(Authorized Signature) Kurt Kinion  
Title: National Sales Manager

Name: Kurt Kinion  
(Print)

AFFIX CORPORATE SEAL (if requires in state of Incorporation)

Attest: [Signature]  
(Corporate Secretary)

State of Colorado, County of Boulder

This instrument was ACKNOWLEDGED before me this 27 day of July, 20 10 by  
Kurt Kinion as National Sales Mgr of Vaisala Inc  
and John Grimmer as Reg. Market Sq. Mgr of Vaisala Inc

[Signature]  
Notary Public

KERSTIN PARKER  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 3/25/2013

**ASSIGNEE:**

Vaisala Inc  
(New Contractor's Name)

By: [Signature]  
(Authorized Signature)

Title: Reg Market Seg. Mgr.  
(Print)

Name: Geoff Bing  
(Print)

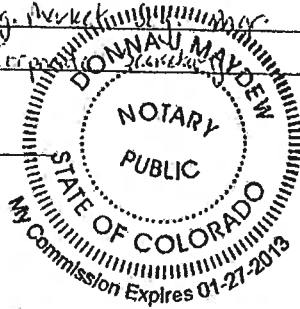
Attest: [Signature]  
(Corporate Secretary)

AFFIX CORPORATE SEAL (if requires in state of Incorporation)

State of Colorado, County of Boulder

This instrument was ACKNOWLEDGED before me this 29 day of July, 20 10 by  
Geoff Bing as Reg. Marketing Mgr. of Vaisala Inc.  
and Alan Reid as Corporate Secretary of Vaisala Inc.

[Signature]  
Notary Public



**CONSENT TO TRANSFER OF CONTRACT**

THE CITY OF CHICAGO consents to the transfer of the above Contract from the Assignor,  
\_\_\_\_\_ to the Assignee, \_\_\_\_\_, and will accept performance from the  
Assignee. This consent is for the convenience of the Assignor and the Assignee; it does not relieve Assignor of its  
duties and obligations to the City under the Contract. The Assignor and Assignee may agree to additional terms and  
conditions between themselves consistent with the terms of this Consent and the above Transfer of Contract  
Agreement.

**CITY OF CHICAGO**

By: \_\_\_\_\_

Jamie L. Rhee  
Chief Procurement Officer  
City of Chicago

Date: \_\_\_\_\_

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

**SECTION I -- GENERAL INFORMATION**

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

Vaisala Inc

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1.  the Applicant

OR

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

OR

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

B. Business address of Disclosing Party:

194 S. Taylor Ave

Louisville, CO 80027

C. Telephone: 314 346-2091 Fax: 314-812-3722 Email: bert.morillo@vaisala.com

D. Name of contact person: Bert Morillo

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. (Include project number and location of property, if applicable):

Real Weather Information System (RWIS) for the Chicago Department of Aviation

G. Which City agency or department is requesting this EDS? Chicago Department of Aviation

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

Specification # 49291 and Contract # 14768

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

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

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

\* Note B.1.b below.

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

Delaware

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

- Yes  No  N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

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

Name	Title
<u>Scott J. Stenberg</u>	<u>President</u>
<u>Alan W. Reid</u>	<u>CFO</u>

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

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

Name	Title
N/A	

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

Name	Business Address	Percentage Interest in the Disclosing Party
- None -		

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

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

Yes                       No

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

---

---

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

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



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

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

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

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

(Add sheets if necessary)

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

**SECTION V -- CERTIFICATIONS**

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

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

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

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

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

Yes       No

## B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
  - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 2, 3 and 4 concern:
  - the Disclosing Party;
  - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
  4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
  5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

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

\_\_\_\_\_  
\_\_\_\_\_  
N/A  
\_\_\_\_\_

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

**C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

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

**1. CERTIFICATION**

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

is  is not

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

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

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

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

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

**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?

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

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

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

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

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

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

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

**A. CERTIFICATION REGARDING LOBBYING**

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

---

N/A

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

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

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

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

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

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

## **B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.



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

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

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

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

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

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

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

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

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

### CERTIFICATION

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

Vaisala Inc  
(Print or type name of Disclosing Party)

Date: 7/29/10

By:

*Geoff Bing*  
(sign here)

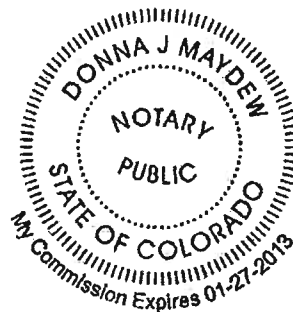
Geoff Bing  
(Print or type name of person signing)

Reg. Market Seg. Mgr.  
(Print or type title of person signing)

Signed and sworn to before me on (date) July 29, 2010, by Geoff Bing,  
at Boulder County, CO (state).

Donna J. Mayden Notary Public.

Commission expires: 1-27-2013.



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

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

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as 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?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of

such familial relationship.

**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.

Vaisala Inc.  
(Print or type name of Disclosing Party)

Date: 7/29/10

By:

[Signature]  
(Sign here)

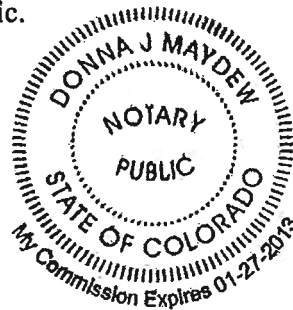
Crestif Bing  
(Print or type name of person signing)

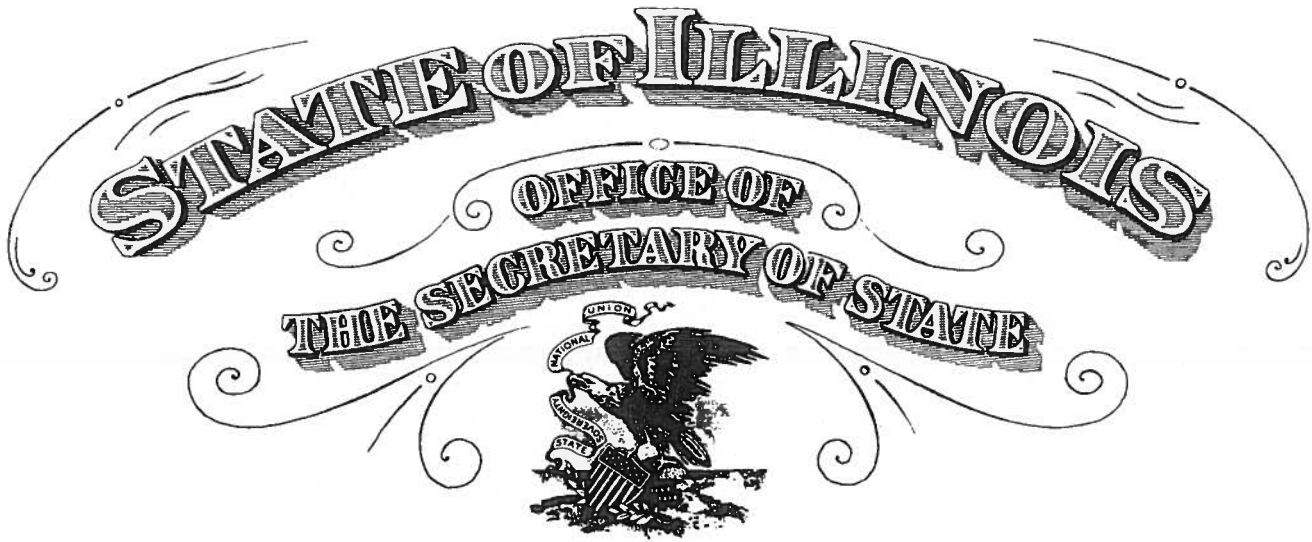
Reg. Market Sec. Mgr.  
(Print or type title of person signing)

Signed and sworn to before me on (date) July 29, 2010, by Crestif Bing,  
at Denver County, CO (State).

Donna J. Maydeu Notary Public.

Commission expires: 1.27.2013





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

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

VAISALA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 09, 2003, 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 10TH day of MARCH A.D. 2011 .*

*Jesse White*

Authentication #: 1106901618

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

<b>Section I: General Contract Information</b>	
Department Name	Streets and Sanitation
Department Contact Name	Lisa Clark
Department Contact Number	312-744-4667
Department Contact Email	<a href="mailto:lisaclark@cityofchicago.org">lisaclark@cityofchicago.org</a>
Contract Number	Sole Source PO 24325 ( original PO was 14768- assignment of contract from SSI to Vaisala in 2011)
Contract Subject Name	Road Weather Information System (RWIS)- Used by DSS and DOA
Contract Initiation Date	5/1/2007
Original Contract Amount	\$879,824.38 PO 14768, New PO 24325 limit is \$175,345.09
Original Contract Expiration Date	4/30/2012
Budgeted amount for current year	\$140,500 ( DSS )
Year to date expenditure	\$0
Are funds	<input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant
What is the funding strip?	011-0300-081-2045-0140-220140
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes
If no, what is the plan to address the short fall?	N/A
<b>Section II: Contract Modifications</b>	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$118,277.17
New total contract amount	\$293,622.26
New contract expiration date	No change 4/30/2012
Goods/services provided by this contract	Weather Sensors that are used to determine call-outs for snow removal drivers and salt usage during snow events

Justification of need to modify this contract	The services and equipment provided under this contract are critical in the snow removal operations. Information received from the vendor helps determine calls-outs and the amount of salt that will be needed for snow events.
Impact of denial	We could potentially spend more money per snow event by calling out more drivers than we really need and applying more salt to area roads than needed.
<b>Section III. Issue a Request for Services to a Master Consulting Agreement</b>	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	\$
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
<b>Section IV: Assessment of Office of Budget and Management Analyst</b>	
Approve/Deny	Reason: Approve <ul style="list-style-type: none"> <li>- Road sensors equipment provided under this contract are critical to snow removal operations.</li> <li>- Information received from the vendor/road sensors helps determine calls-outs and salt usage for snow events, both of which impact the cost of snow removal operations.</li> </ul>
OBM Analyst Initials	HR
OBM Analyst Name/number	Hernandes Ries/312-744-2848