

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

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT, TERM AGREEMENT OR PURCHASE ORDER

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

Request that negotiations be conducted only with Transdyn for the product and/or services described herein.
Name of Person or Firm

This is a request for: ___ (One-Time Contractor P.O. per Requisition # _____, copy attached) or Term Agreement or ___ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the _____
(Program Name) (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 #: _____ Company or Agency Name: _____

Specification #: _____ Contract or Program Description: _____
 Mod #: _____ (Attach List, if multiple)

Al Carey 7443675 Al Carey Water Management 3-2-06
Originator Name Telephone Signature Department Date

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

<input checked="" type="checkbox"/> PROCUREMENT HISTORY	Transdyn is a proprietary SCADA System required to maintain pumping station operations. The first term agreement has expired. This is a 2nd term.
<input checked="" type="checkbox"/> ESTIMATED COST	\$ 950,000 / 5 year contract
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS	Existing agreement expires 4/30/06. This contract should be in place then by 4/30/06.
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY	Transdyn Computer programmers are only ones that can service
<input type="checkbox"/> OTHER	

APPROVED BY: M. F. O'Malley
DEPARTMENT HEAD OR DESIGNEE

03/02/2006
DATE

BOARD CHAIRPERSON DATE

CLAUDE HUMPHREYS

CC: JULIE
HERNANDEZ
TOMLIN

MEMORANDUM
BUREAU OF WATER SUPPLY
DIVISION OF WATER PUMPING

TO: Julie

FROM: Mark F. O'Malley, Engineer of Water Pumping

DATE: February 23, 2006

RE: Renewing our term agreement with Transdyn to keep the pumping station SCADA system operational.

MICHAEL
PATRICK

We are requesting a new five year contract with TRANSDYN, INC. for a term agreement for repair, troubleshooting, equipment replacement, etc. in order to maintain our existing SCADA system that operates our twelve pumping stations. This SCADA system (DYNAC), developed by TRANSDYN, is a proprietary system that runs on a Unix type of server once owned by DEC, can only be maintained by TRANSDYN programmers.

The term agreement with Westin (SYSTEM INTEGRATION SERVICES) was developed for the maintenance of the SCADA system for the filtration plants, is a Windows based system, and uses the Prophecy iFIX software, an integrated Ethernet system, and is not at all similar to the Transdyn system.

The pumping stations are in the process of converting to the Prophecy iFIX system, but it is years away from full implementation. If we do not have Transdyn support for maintaining our existing SCADA system, we would have to begin to man our pumping stations as the existing SCADA system fails, as it does on a regular bases. This is a very mature system, with many failing parts and required work-arounds to keep it in service until the new SCADA system can be constructed.



March 9, 2006

Chicago Water Department
Bureau of Water Pumping
1000 East Ohio Street
Chicago, IL 60611

Attn.: Mark O'Malley

Subject: City Wide SCADA Repair and Service support

Dear Mr. O'Malley,

The City of Chicago Water Distribution Scada System is an extremely sophisticated system even for a large municipal water system. It provides data acquisition at several remote facilities with local control at those facilities and data acquisition at the main Jardine plant. The protocol used for the data acquisition is also diversified at the Chicago system. Typically a water plant Scada system will employ one or two protocols for the I/O equipment while Chicago utilizes Modbus protocol at the Jardine plant for dial-up RTUs, Dynamic protocol at some of the older remote sites, and Allen Bradley Ethernet protocol at some of the newer plants. All of this data must be collected at each site, made available for local control at the site, and transmitted back to Jardine in real-time. In addition to the complexity involved in data acquisition, the City of Chicago utilizes a layered method of control access. This allows local control at the actual I/O control panel, supervisory control at each local Transdyn system, and overall supervisory control from the Jardine plant.

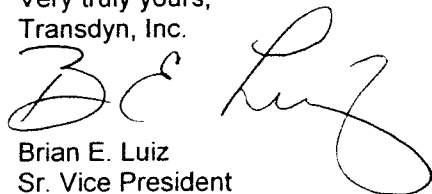
The Transdyn system at Chicago is not only complex in data acquisition, control, and software methodology; there is also a very high level of sophistication in the varying types of computer hardware utilized in the system. Some of the original equipment and design date back almost twenty years. While there have been significant hardware upgrades performed at the three of the facilities as recently as July, 2000 there are still computer servers (VAX Processors) that date back to the late 1980s as well as 1990 versions of the Alpha Processor.

This variation in computer hardware requires supporting VAX VMS and Alpha OpenVMS operating systems as well as different versions of networking and support utilities. In the last eighteen years the Transdyn Dynac software has also been revised and improved many times. Each upgrade in hardware or software has required expertise in the old technology being replaced with the newer technology systems.

To insure the continued performance of this mission critical system, Transdyn personnel in our Pleasanton, Ca. and Atlanta, Ga. Offices have supported the Chicago system since its original installation. Because of this long term support, Transdyn field personnel are uniquely qualified to understand the overall design requirements, the hardware and the software issues required to insure continued system performance.

We would like to thank you for this opportunity to provide support for these critical systems. Should you have any questions or comments please feel free to contact me at the (925) 225-1600 or Mr. Virgil Grovenburg at (678) 473-6400.

Very truly yours,
Transdyn, Inc.



Brian E. Luiz
Sr. Vice President

FEA. 25840

CITY OF CHICAGO ALL PURPOSE REQUISITION FORM

DATE: 1/11 BUREAU/DIVISION: PSOD SHIP CODE: DOS SHIP TO: PSOD ATTN: A. Wintropfe DATE NEEDED: ASAP

LINE	TERM	FUND	COMMODITY CODE	SYS CODE	ITEM DESCRIPTION	ENTER CATALOG INFORMATION				UNTT PRICE	UNTT OF MEASURE	QUANTITY		TOTAL PRICE
						CATALOG NAME#	CATALOG DATE	CATALOG PAGE	CATALOG TEMPART #			ORDER	REV.D.	
01			96896		Parts & Service of Sealed System - 5 yr contract					105000.00 YR	S			525000.00
SUPERVISOR OF CONTRACTS														
JAN 1 / 2003														
B09689603														

COMMENTS: New Sealed System Contract

CHECK OR COMPLETE ALL THAT APPLY	FY	LINE	FUND	DEPT	ORGN	APPR	ACTV	OBT	PROJECT	RPTS	DOLLAR AMT.	PAGE TOTAL	GRAND TOTAL (ALL PAGES)
		01	200	88	4105	0160	W102	220160			525000.00	525000.00	525000.00

FOR FINANCE OFFICE USE ONLY

NEW TA OR CONTRACT: 2 SOLE SOURCE:

PURCHASE ORDER: CONTRACT AMENDMENT:

DIRECT VOUCHER: EMERGENCY REQUEST:

7-DAY BID: REJECTED:

VENDOR INFORMATION

COMPANY NAME: Newsday Central INVOICE NUMBER(S):

ADDRESS: 1609 Plunkett

City: Peasantry CA State: CA ZIP: 94588

VENDOR CODE: 867028 A

REP/PHONE:

BUREAU/DIVISION INFORMATION

SECTION MANAGER/ APPR PREPARED BY: CG M. J. St. Onge

ADDRESS: PHONE: 4-31075

DEPUTY AUTHORIZATION: DATE: 1/12/06 PHONE: 4-3102

DETAILED SPECIFICATIONS

SCOPE

The Contractor shall provide Repair Service, Parts and Support Service for the SCADA computer monitoring and control system, located in the City's water pumping stations. In addition, the Contractor shall furnish and deliver, to the City of Chicago, Department of Water, Parts whether separately or in conjunction with Repair Service, all in accordance with the terms and conditions of this Specification and the Contractor's Proposal (Attachment A).

TYPES OF SYSTEMS

The Contractor shall perform repair service, furnish parts and support service for the following systems:

- Programmable Logic Controllers (PLC)
- Software support (PLC)
- RTU telemetry system
- SCADA system
- Process controls
- Instrumentation and signal loops
- All associated pressure controls and flow metering
- Associated wiring and raceways
- Fiber and other associated LAN systems
- Compaq Alpha Servers and other associated workstations, monitors and services
- Telephone telemetry systems

SERVICE REQUIREMENTS

Notification for Service

The Department of Water will contact the Contractor using the Dynamic Advanced control (DYNAC) System Telephone Support Plan, for any emergency services required. If the Contractor's and the Department of Water's technicians cannot resolve the system problem, the Contractor will send a technician to make repairs. Repair services requiring the use of a Contractor's technician requires Department of Water approval.

Repair Service

The Contractor shall respond to requests for repair service, if the Department of Water and the Contractor cannot resolve the system problem via DYNAC System Telephone Support, within twenty-four (24) hours or one (1) business day of notification by the Department of Water.

The Department of Water will furnish the Contractor with the location and description of the equipment to be repaired. The name and phone number of a contact person at the location who will be available for arranging access to the equipment will be provided at the time of notification.

Repair Services shall be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise requested by the Commissioner of the Department of Water or authorized representative.

Each time repair service is requested, the Contractor shall perform the following:

DETAILED SPECIFICATIONS

Otherwise requested by the Commissioner of the Department of Water or authorized representative.

Emergency Repair Services shall be performed twenty-four (24) hours per day, seven (7) days per week, unless otherwise required by the Commissioner of the Department of Water or authorized representative.

The cost of DYNAC System Telephone Support Plan is \$15,142.00 per year and does not include the costs of labor, parts and any other expenses necessary to repair the equipment. The DYNAC System Telephone Support plan is to be paid annually by the Department of Water.

Labor

Unit pricing for labor to maintain and/or repair the SCADA system shall be based on the following rates:

- work performed during regular working hours
(8:00 a.m. to 5:00 p.m., Monday through Friday) \$ 110.00 per hour
- work performed during other than regular working hours
(5:00 p.m. to 8:00 a.m., Monday through Friday,
all day Saturday and Sunday) \$ 165.00 per hour
- work performed during trade holidays
(New Year's Eve, New Year's Day, President's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Eve, Thanksgiving Day,
Christmas Eve, Christmas Day) \$ 220.00 per hour

The Contractor must furnish a time sheet for any labor performed used in conjunction with any services specified herein.

Parts and Materials

Unit pricing for any repair parts and/or materials for the SCADA system are as follows:

- Contractor cost for repair parts plus percentage mark-up of 15%
- Contractor cost for replacement and/or new parts and materials
plus percentage mark-up of 15%
- Contractor cost for related software and computer equipment plus percentage mark-up of 15%

The Contractor must furnish a manufacturer's invoice or print of manufacturer's price list for any parts and/or materials used in conjunction with any services specified herein.

Expenses

Unit pricing for reimbursable expenses used in conjunction with the services specified herein are as follows:

- Contractor cost plus percentage mark-up of 15%

DETAILED SPECIFICATIONS

In the event a technician is required to make repairs to the SCADA computer monitoring and control system, the cost of expenses will be billed at cost plus fifteen (15%) percent. All reimbursable costs are subject to the Commissioner of the Department of Water's approval. The reimbursable cost include the following:

- Travel (air fare, auto rental, public transportation and meals and lodging)
- Equipment rental
- Freight charges

The Contractor must furnish all invoices, vouchers, etc. for any expenses incurred in conjunction with any services specified herein. The Commissioner of the Department of Water or authorized representative has the right to approve or disapprove in whole or part, any of the expenses.

WARRANTY

The Contractor hereby warrants for a period of one (1) year from the date of final acceptance the City, all new Work, that it will, at its own expenses and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications, the warranty period shall commence on the first day the unit is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period shall prevail. Exceptions to this warranty shall be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control.

The Contractor hereby warrants that Materials Not Manufactured by Contractor shall be subject only to the warranty extended by the original manufacturer. The warranty period shall commence on the first day the unit is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period shall prevail. Exceptions to this warranty shall be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control.

GUARANTEE

The Contractor shall furnish a guarantee for the items provided under this Contract in accordance with the standard guarantee regularly supplied. Exceptions to this guarantee shall be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control.

QUALITY OF REPAIR SERVICE

All repair services performed under this contract shall be performed by competent personnel, thoroughly trained and certified by an appropriate nationally recognized institution or organization. Repair services shall be performed in a workmanlike manner, using industry accepted practices and established manufacturer procedures. All unsatisfactory repairs shall be made or returned for corrections at no expense to the City.

THIRD-PARTY SOFTWARE

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

DETAILED SPECIFICATIONS

Under any license or sub-license agreement for Third-party Software that the Contractor must secure, the City has the right to make multiple copies of the licensed programs, and may use the licensed programs on multiple central processing units used by the City or entities owned or affiliated with City at no additional licensing fee.

WORK ORDERS

The Contractor shall keep a work order when repair service is requested. The Contractor must submit the work order with their original invoice. The work order must, at a minimum include the following information:

- date and time of receipt of call that a unit has become inoperable
- listing of parts used to repair unit
- number of hours of labor to repair unit
- name and signature of the Contractor's employees performing the work

TIME SHEETS

The Contractor will be required to furnish time sheets for all labor used in conjunction with any services performed under the contract.

The daily time sheets shall, at a minimum, include the following information:

- work site location
- name of City department representative requesting work
- name and signatures of the Contractor's employees performing the work
- date and time of arrival to and departure from a work site

Daily time sheets shall accompany the work order record for each work site location.



City of Chicago
Richard M. Daley, Mayor

Department of Water Management

Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611
(312) 744-7001
(312) 744-9631 (FAX)
(312) 744-2968 (TTY)

www.cityofchicago.org/
watermanagement

MEMORANDUM

TO: Barbara Lumpkin
Chief Procurement Officer
Department of Procurement Services

FROM: John F. Spatz
John F. Spatz
Acting Commissioner,
Department of Water Management

DATE: August 28, 2006

SUBJECT: Sole Source Term Agreement
NO#. T24379 Description: Service and repairs concerning
the Pumping Station Operation Division Supervisory,
Control, and Data Acquisition System.
Vendor: Transdyn Controls, Inc.

The Department of Water Management is requesting a Sole Source Term Agreement with Transdyn Controls, Inc. In order to replace the Transdyn Controls, Inc. Sole Source Term Agreement that will expire on 12/31/2006.

Note that the aforementioned S.C.A.D.A. system developed by Transdyn Controls, Inc., is a proprietary system that can only be maintained by Transdyn programmers. Please see attachment.

cc: J. Hernandez-Tomlin
B. Murphy
D. Leonardo
M. O'Malley
A. Carey
M. Sturtevant
A. Wietrzak
M. Alvarez

MO:vh



06 SEP 05 PM 1:53



ATTACHMENT

History

The P.S.O.D. S.C.A.D.A. system that was developed and installed by Transdyn, Controls, Inc. provides data acquisition at twelve pumping stations and ninety-four distribution system locations.

This data is collected at each site, made available for local control where applicable, transmitted back to the Jardine plant and made available for remote control.

Schedule Requirements

The Department of Water Management is recommending that the proposed contract be for a five(5) year period with two(2) option years.

Exclusive or Unique Capabilities

The P.S.O.D. S.C.A.D.A. system is not only complex concerning data acquisition, control, and software methodology; there are also different types of computers utilized throughout the system. Some of the original equipment and design date back almost 20 years. Although upgrades have been performed at four facilities, original equipment is still utilized at most facilities.

This variation in computer hardware requires supporting VAX VMS and Alpha open VMS operating systems as well as different versions of networking and support utilities. Also, the proprietary Transdyn Dynac Software has been revised and improved upon many times. Each upgrade in hardware or software has required expertise concerning the original technology in order to implement current technology.

Transdyn Technicians and programmers have supported this critical system since it was originally installed, and are uniquely qualified to understand the overall performance requirements, and the hardware and software issues required to ensure continued system performance.

PROCESSING REQUEST - Purchasing Requisition

TO: Procurement
FROM: Molly Longanecker, Supervisor of Contracts, Water Management
DATE: 08-28-06
RE: CONTRACT PROCESSING

1. () Request Renewal of Contract # __ for __ months.
Budgeted Amount \$ _____
Current Contract Expires: _____
2. (X) Request New Blanket for 60 months.
Budgeted Amount \$ 525,000.00
3. () Request One-Time Purchase # _____
Budgeted Amount: \$ _____

Fill in information below for choice A, B or C above

Quantity Required: VARIOUS

Description: REPAIR SERVICE, PARTS & SUPPORT SERVICES
FORSCADA SYST.

Item # ():

Spec. # () : 44398

Justification: CONTRACT HAS NO MORE EXTENSION OPTIONS

Requestion : 25840

Comments: NEED IT AS/AP

4. () Request Extension of Contract for months.
Current Contract Expires: _____
5. () Request Increase and or Vendor Limit of Contract # _____ in the
Amount of \$ _____ for usage until contract is in place.
Current Contract Expires: _____
6. () Contract should not be renewed.

-
- | | |
|----------------------------|---------------|
| 1. (X) CPAC Check List | 4. (X) Spec |
| 2. (X) Hard Copy of Req. | |
| 3. () Commissioner Letter | |

Approved and Date:

MA.
Sent to Procurement