

CITY OF CHICAGO  
DEPARTMENT OF PURCHASES,  
CONTRACTS AND SUPPLIES  
ROOM 403, CITY HALL, 121 N. LaSALLE ST.

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT(S)**

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

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

This is a request for: One-Time Contract Per Requisition # \_\_\_\_\_, copy attached) or X Term Agreement or Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the \_\_\_\_\_ (Attach List) Pre-Assigned Specification No. \_\_\_\_\_  
(Program Name) Pre-Assigned Contract No. \_\_\_\_\_

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

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

Contract #: \_\_\_\_\_ Company, or Agency Name: \_\_\_\_\_

Specification #: \_\_\_\_\_ Contract or Program Description: \_\_\_\_\_

Mod #: \_\_\_\_\_ (Attach List, if multiple)

Matt Marich 773-838-0627 [Signature] AVIATION 7-5-04  
Originator Name Telephone Signature Department Date

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

<input type="checkbox"/> PROCUREMENT HISTORY	Honeywell Building Management system installed during the original construction of the Midway automotive Maintenance Complex (AMC) building 6 years ago. The warranty for this system has expired and a contractual means to service this system is required. The building management system controls the HVAC system for the AMC Building. If the system fails the building is left without heat, air-conditioning and most importantly ventilation.
<input type="checkbox"/> ESTIMATED COST	See attached proposal
<input type="checkbox"/> SCHEDULED REQUIREMENTS	Contract needed as soon as possible to provide a means to service and test existing Honeywell system. To continue sole source agreement which expired October, 2003. P.O. # PN855028420
<input type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY	Due to the proprietary nature of the system only Honeywell can service their system. Only Honeywell has the source and parts necessary to maintain the Honeywell Management system.
<input type="checkbox"/> (OTHER)	The service agreement provides quarterly checkups and also provides parts and labor for no additional cost for covered equipment

APPROVED BY: \_\_\_\_\_  
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE

# Honeywell Building Solutions

## SERVICE AGREEMENT

Proposal Number: 911-04-1427  
Date: 07/07/04  
Agreement Number: 969-03-11342

### PROVIDER)

Honeywell Building Solutions  
1500 West Dundee Road  
Arlington Heights, IL 60004

### (CUSTOMER)

Midway Airport c/o City of Chicago  
5150 West 63rd Street  
Chicago, IL 60638

Service Location Name: Midway Airport Maintenance Complex & DOA Security/ID Badging  
Service Location Address: 5150 West 63rd St., Chicago, IL 60638 5221 W. 55<sup>th</sup> Street, Chicago, IL

Scope of Work: HONEYWELL HBS shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement. Services HONEYWELL HBS will provide under this Agreement specifically exclude inspection, investigation, discovery, identification, prevention or remediation of Hazardous Substances (as defined in Section 18.1) or Mold (as defined in Section 18.2), conditions caused by Hazardous Substances or Mold, or conditions that might cause or promote the accumulation, concentration, growth or dispersion of Hazardous Substances or Mold.

- |   |  |
|---|--|
| <input type="checkbox"/> Preferred Temperature Control Services               | <input type="checkbox"/> Site Services                                 |
| <input type="checkbox"/> Flex Temperature Control Services                    | <input type="checkbox"/> Honeywell Energy Analysis Reporting           |
| <input checked="" type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services                           |
| <input type="checkbox"/> Flex Automation Services                             | <input type="checkbox"/> Water Treatment Services                      |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services            | <input type="checkbox"/> Critical Parts Stocking                       |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services                 | <input type="checkbox"/> Thermography Services                         |
| <input type="checkbox"/> Preferred Security System Inspect Services           | <input type="checkbox"/> Emergency Generator Services                  |
| <input type="checkbox"/> Flex Security System Services                        | <input type="checkbox"/> In Suite Services                             |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services            | <input type="checkbox"/> Remote Monitoring/Radionics                   |
| <input type="checkbox"/> Flex Mechanical Maintenance Services                 | <input type="checkbox"/> Indoor Air Quality Auditing Services          |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services   | <input type="checkbox"/> Service Management Software                   |
| <input type="checkbox"/> EBI Services   | <input type="checkbox"/> FM Worksite                                   |
|   | <input checked="" type="checkbox"/> Other/Special Provisions ~ Pricing |

Contract Term: three (3) years from the Effective Date. Customer            Honeywell             
(INITIALS)

Contract Effective Date: 11-01-03

Price for Year 1: Nine thousand nine hundred ninety-nine and 99/100 dollars, (\$ 9,999.99),  
(taxes billed separately). \*\* SEE SPECIAL PROVISIONS PAGE \*\*

Payment Terms: annual

This proposal is valid through July 30, 2004.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Acceptance: This proposal and the pages attached shall become an Agreement only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

HONEYWELL INTERNATIONAL INC.

Honeywell Building Solutions  
Patricia Sotos  
(SIGNATURE)

BY: Patricia Sotos  
TITLE: Customer Advocate  
DATE: 7-7-04

**Automation & Control Solutions**

Honeywell  
1500 West Dundee Road  
Arlington Heights, IL 60004

July 25, 2004


Mr. Matt Marich  
Chicago Midway Airport  
5150 W. 63<sup>rd</sup> Street  
Chicago, IL 60638

Dear Matt,

As per your request, Honeywell performs automation services for Chicago Midway Airport, Airport Maintenance Complex. The service we perform is working on Honeywell software, which is proprietary to Honeywell. To perform automation maintenance and repair on your system, only trained and certified technicians by Honeywell, the manufacturer, can perform this work.

If you have any questions or concerns, please do not hesitate to call me at any time.

Regards,

  
Mary DeMaroo  
Field Service Leader  
Honeywell

## Preferred Automation Maintenance Services

**1.1 Scope** - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

**List of Covered Equipment:** \* Equipment listed for Security/ID Badging Building will be covered beginning November 1, 2004 (Start Date of Year Two of the contract)

Quantity	Description	Model Number	Location
1	XBS PC w/Keyboard, mouse, monitor & Printer	XBS	Engineering Office
1	Laptop PC		Engineering Office
1	C-Bus Board	XPC500	Engineering Office
1	C-Bus I/F Board	XD505	Engineering Office
1	Modem Module	XM100	Airport Maintenance Complex
1	Modem		Airport Maintenance Complex
1	Zone Manager	Q7750	Airport Maintenance Complex
1	C-Bus I/F Board	XD505	Airport Maintenance Complex
24	VAV Box Controllers	XL10	Airport Maintenance Complex
5	DDC Controllers	XL100	Airport Maintenance Complex
5	C-Bus I/F Board	XD505	Airport Maintenance Complex
7	DDC Controllers	XL20	Airport Maintenance Complex
7	C-Bus I/F Board	XD505	Airport Maintenance Complex
1	<i>XBS PC w/Keyboard, mouse, monitor &amp; Printer</i>	<i>XBS</i>	<i>Security/ID Badging Building</i>
1	<i>Zone Manager</i>	<i>Q7750</i>	<i>Security/ID Badging Building</i>
1	<i>C-Bus I/F Board</i>	<i>XD505</i>	<i>Security/ID Badging Building</i>
21	<i>VAV Box Controllers</i>	<i>XL10</i>	<i>Security/ID Badging Building</i>
2	<i>DDC Controllers</i>	<i>XL100</i>	<i>Security/ID Badging Building</i>
2	<i>C-Bus I/F Board</i>	<i>XD505</i>	<i>Security/ID Badging Building</i>

**List of Covered Software:** \* Software listed for Security/ID Badging Building will be covered beginning November 1, 2004 (Start Date of Year Two of the contract) \*

Quantity	Software Product Number	Product Description	Location
1	S1015	XBS Base Text Software	Engineering Office
1	S1016	XBS Graphic Software	Engineering Office
1	<i>S1015</i>	<i>XBS Base Text Software</i>	<i>Security/ID Badging Building</i>
1	<i>S1016</i>	<i>XBS Graphic Software</i>	<i>Security/ID Badging Building</i>

**1.2 Coverage** - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

**1.3 Hardware Support** - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

**1.4 Software Support** - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

**1.5 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

**1.6 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.7 Honeywell ServicePortal** - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

## Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions – Services Agreement No. 969-03-11342

1. Proposal is for three years, retroactive to November 1, 2003 through October 31, 2006. Pricing breakdown as follows:
  - **Year One (November 1, 2003 through October 31, 2004) = \$9,999.00.** *Payment to be received immediately upon acceptance of proposal for Year One.*
  - **Year Two (November 1, 2004 through October 31, 2005) = \$14,919.00** ~ increase in price is due to additional equipment in Security / ID Badging Building added to contract coverage. This additional equipment coverage will commence on November 1, 2004.
  - **Year Three (November 1, 2005 through October 31, 2006) = \$15,292.00** ~ reflects fixed escalation of 2.5%.

**PART A. Standard Terms and Conditions**

**1. WORKING HOURS**

1.1 Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason CUSTOMER requests HONEYWELL to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by CUSTOMER.

**2. TAXES**

2.1 CUSTOMER agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CUSTOMER claims any such taxes do not apply to transactions covered by this Agreement, CUSTOMER shall provide HONEYWELL with a tax exemption certificate acceptable to the applicable taxing authorities.

**3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by CUSTOMER from HONEYWELL in connection with this Agreement will remain the property of HONEYWELL, and CUSTOMER will not divulge such information to any third party without prior written consent of HONEYWELL. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to CUSTOMER which HONEYWELL deems proprietary or confidential and characterizes as proprietary at the time of disclosure to CUSTOMER by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The CUSTOMER shall incur no obligations hereunder with respect to proprietary information which: (a) was in the CUSTOMER'S possession or was known to the CUSTOMER prior to its receipt from HONEYWELL; (b) is independently developed by the CUSTOMER without the utilization of such confidential information of HONEYWELL; (c) is or becomes public knowledge through no fault of the CUSTOMER; (d) is or becomes available to the CUSTOMER from a source other than HONEYWELL; (e) is or becomes available on an unrestricted basis to a third party from HONEYWELL or from someone acting under its control; (f) is received by CUSTOMER after notification to HONEYWELL that the CUSTOMER will not accept any further information.

3.2 CUSTOMER agrees that HONEYWELL may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as HONEYWELL submits any such document or statement to CUSTOMER for its approval, which will not be unreasonably withheld.

**4. INSURANCE OBLIGATIONS**

4.1 HONEYWELL shall maintain Commercial General and Automobile Liability Insurance applicable to the Services for not less than the following limits of liability:

Commercial General Liability			
Combined Single Limit	\$1,000,000	Each Occurrence	
	\$10,000,000	Product & Completed Operations Aggregate	
Commercial Automobile Liability			
Combined Single Limit	\$1,000,000	Each Occurrence	
Workers' Compensation	Statutory		

4.2 CUSTOMER is responsible for maintaining its own liability and property insurance.

**5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 Suspension and Termination on Discovery of Hazardous Substances or Mold. HONEYWELL has the right to suspend performance of its Services under this Agreement if HONEYWELL discovers or otherwise becomes aware of Hazardous Substances or Mold, or conditions HONEYWELL reasonably believes may cause Hazardous Substances or Mold to be released, accumulated, concentrated or dispersed at a Site, under circumstances that HONEYWELL reasonably believes may be hazardous, violate applicable laws, or give rise to claims of any kind against CUSTOMER or HONEYWELL ("Adverse Circumstances"). If HONEYWELL suspends performance under this Section, HONEYWELL is not obligated to continue its Services until CUSTOMER provides evidence that Hazardous Substances or Mold do not exist at the Site under Adverse Circumstances. HONEYWELL has the right to terminate this Agreement with respect to any Site immediately upon determination that Hazardous Substances or Mold are present at the Site under Adverse Circumstances that CUSTOMER cannot or will not remove or otherwise remediate within sixty (60) days after discovery. The right to suspend or terminate performance under this Section is solely for the benefit of HONEYWELL. Nothing in this Section shall be construed to require HONEYWELL to discover or report Hazardous Substances, Mold or Adverse Circumstances. Failure of HONEYWELL to discover, report, or suspend or terminate upon discovery of Hazardous Substances, Mold or Adverse Circumstances, will not relieve CUSTOMER of its indemnification obligations under Section 5.7 of this Agreement.

5.2 Except as discussed below, CUSTOMER represents and warrants that at the sites where HONEYWELL will undertake work or provide Services, there are no Hazardous Substances, except those generated, labeled, stored, used, and disposed in strict accordance with applicable law.

5.3 CUSTOMER has not observed or received notice from any source (including without limitation formal or informal complaints of employees or visitors) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to CUSTOMER'S knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.4 In areas in which HONEYWELL will be performing its Services, there are no conditions or circumstances subject to special precautions or equipment required by federal, state or local health or safety regulations or unsafe working conditions.

Exceptions to Representations and Warranties in 5.1, 5.2, and 5.3:

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CUSTOMER shall notify HONEYWELL of any changes in conditions or regulations that occur during the course of this Agreement that affect the foregoing representations and warranties, including without limitation discovery of Hazardous Substances or Mold at a Site.

5.5 CUSTOMER acknowledges that CUSTOMER has not retained HONEYWELL to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold, conditions caused by Hazardous Substances or Mold, or conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold. CUSTOMER agrees that HONEYWELL is not responsible for any such discovery, inspection, investigation, identification, prevention or remediation, or for any damages arising from or related to the existence of Hazardous Substances or Mold at a Site.

5.6 CUSTOMER acknowledges that the operation of the Covered Equipment may control or affect temperature, humidity, and ventilation at the Site, which may adversely affect accumulation, concentration, growth or dispersion of Hazardous Substances or Mold, whether or not there are defects in the Covered Equipment or the Services. CUSTOMER agrees that HONEYWELL is responsible for maintaining the Covered Equipment in a good working order in accordance with manufacturer's specifications and recommendations, but HONEYWELL is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by CUSTOMER, are appropriate for CUSTOMER and the Site except as specifically provided in an attached Work Scope Document. HONEYWELL is not responsible for any adverse affects of temperature, humidity and ventilation conditions created by the Covered Equipment.

5.7 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON. NOTHING IN THIS SECTION 5 SHALL BE CONSTRUED TO REQUIRE THAT CUSTOMER INDEMNIFY AND HOLD HARMLESS HONEYWELL FROM CLAIMS AND COSTS RESULTING FROM THE NEGLIGENT USE BY HONEYWELL OF ANY HAZARDOUS SUBSTANCE BROUGHT TO THE SITE BY HONEYWELL (AND CUSTOMER ACKNOWLEDGES THAT HONEYWELL MAY BRING TO THE SITE LUBRICANTS OR OTHER MATERIALS THAT ARE ROUTINELY USED IN PERFORMING MAINTENANCE AND THAT MAY BE CLASSIFIED AS HAZARDOUS).

5.8 CUSTOMER is responsible for the containment of any and all refrigerant stored on or about the premises. CUSTOMER accepts all responsibility for and agrees to indemnify HONEYWELL against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent HONEYWELL has brought refrigerant onsite and is directly and solely negligent for its mishandling.

#### **6. WARRANTY AND LIMITATION OF LIABILITY**

6.1 HONEYWELL will replace or repair any product HONEYWELL provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from CUSTOMER negligence, or from fire, lightning, water damage, or any other cause beyond the control of HONEYWELL. This warranty applies to all products HONEYWELL provides under this Agreement, whether or not manufactured by HONEYWELL. The warranty is effective as of the date of CUSTOMER acceptance of the product or the date CUSTOMER begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 HONEYWELL makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. HONEYWELL shall have no duty, obligation or liability, all of which CUSTOMER expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

#### **7. INDEMNITY**

7.1 HONEYWELL agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under HONEYWELL'S negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) CUSTOMER gives HONEYWELL immediate notice in writing of any such claims and permits HONEYWELL, through counsel of its choice and HONEYWELL'S sole cost and expense, to answer the claims and defend any related suit and (ii) CUSTOMER gives HONEYWELL all needed information, assistance and authority, at HONEYWELL'S expense, to enable HONEYWELL to defend such suit. HONEYWELL is not responsible for any settlement without its written consent. HONEYWELL is not liable for loss or damage caused by the negligence of CUSTOMER or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, CUSTOMER agrees that HONEYWELL will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

#### **8. LIMITATION OF LIABILITY**

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

#### **9. EXCUSABLE DELAYS**

9.1 HONEYWELL is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond HONEYWELL'S reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of HONEYWELL, any repairs or replacement will be paid for by CUSTOMER. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and HONEYWELL will be entitled to recover from CUSTOMER its reasonable costs, overhead, and profit arising from such delay.

#### **10. PATENT INDEMNITY**

10.1 HONEYWELL shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware or software manufactured and provided by HONEYWELL under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by HONEYWELL hereunder, b) CUSTOMER gives HONEYWELL immediate notice in writing of any such suit and permits HONEYWELL, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) CUSTOMER gives HONEYWELL all needed information, assistance and authority, at HONEYWELL'S expense, to enable HONEYWELL to defend such suit.

10.2 If such a suit has occurred, or in HONEYWELL'S opinion is likely to occur, HONEYWELL may, at its election and expense: a) obtain for CUSTOMER the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or c) remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, HONEYWELL will pay such award. HONEYWELL will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

#### **11. SOFTWARE LICENSE**

11.1 All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. CUSTOMER shall be expected to grant HONEYWELL access to the end user for purposes of obtaining the necessary software license.

#### **12. DISPUTE RESOLUTION**

12.1 With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between HONEYWELL and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

#### **ARTICLE 13. ACCEPTANCE**

13.1 This proposal and the pages attached shall become an Agreement only upon signature below by HONEYWELL and CUSTOMER. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's Standard Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, HONEYWELL of any purchase order, specification, or other document issued by CUSTOMER. Any additional or different terms set forth or referenced in CUSTOMER'S purchase order are hereby objected to by HONEYWELL and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

#### **ARTICLE 14. MISCELLANEOUS**

14.1 This Agreement represents the entire Agreement between CUSTOMER and HONEYWELL for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.



14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon HONEYWELL and CUSTOMER, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of HONEYWELL. HONEYWELL may assign its right to receive payment to a third party.

#### **PART B. Special Terms and Conditions**

#### **15. COVERAGE**

15.1 CUSTOMER agrees to provide access to all Equipment covered by this Agreement. HONEYWELL will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with CUSTOMER'S representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.

15.3 HONEYWELL will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than HONEYWELL or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond HONEYWELL'S control. HONEYWELL will provide such services at CUSTOMER'S request and at an additional charge. CUSTOMER is entitled to receive HONEYWELL'S then current preferred-CUSTOMER labor rates for such services.

15.4 HONEYWELL may install diagnostic devices and/or software at HONEYWELL'S expense to enhance system operation and support. Upon termination of this Agreement, HONEYWELL may remove these devices and return the system to its original operation. CUSTOMER agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 HONEYWELL will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at HONEYWELL'S sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 HONEYWELL is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. CUSTOMER is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. HONEYWELL is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.

15.10 Unless otherwise specified, CUSTOMER retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 CUSTOMER will promptly notify HONEYWELL of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER'S attention.

#### **16. TERMS OF PAYMENT**

16.1 CUSTOMER will pay or cause to be paid to HONEYWELL the full price for the Services as specified on the first page of this Agreement. HONEYWELL will submit annual invoices to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after CUSTOMER'S receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER will pay all attorney and/or collection fees incurred by HONEYWELL in collecting any past due amounts.

16.2 **Price Adjustment.** HONEYWELL may annually adjust the amounts charged for the Services provided.

#### **17. TERMINATION**

17.1 CUSTOMER may terminate this Agreement for cause if HONEYWELL defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving HONEYWELL written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, HONEYWELL fails to cure or perform its obligations, CUSTOMER may, by written notice to HONEYWELL, terminate this Agreement.

17.2 HONEYWELL may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, HONEYWELL may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation** - This Agreement may be canceled at HONEYWELL'S option in the event HONEYWELL equipment on CUSTOMER'S premises is destroyed or substantially damaged. Likewise, this schedule may be canceled at CUSTOMER'S option in the event CUSTOMER'S premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that CUSTOMER will remain liable for Services rendered to the date of cancellation.

#### **18. DEFINITIONS**

18.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing.

18.3 "Covered Equipment" means the equipment and software covered by the Services to be performed by HONEYWELL under this Agreement, and is identified in the respective work scope attachments under the "List of Covered Equipment".

18.4 "Services" means those services and obligations to be undertaken by HONEYWELL in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

THIS AGREEMENT IS HEREBY ACCEPTED IN ACCORDANCE WITH ARTICLE 13:

CUSTOMER \_\_\_\_\_

**HONEYWELL INTERNATIONAL INC.,**  
Honeywell Building Solutions

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: **Liza Kapica**  
TITLE: **District General Manager**  
DATE: \_\_\_\_\_

130  
Don will email copy of sub source board

Please call David Bowman to schedule sub source

# CPAC PROJECT CHECKLIST

For CPAC Team Use Only	
Date Received	
Date Returned	
Date Accepted	

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

PROJECT 8/7/04  
 Date: \_\_\_\_\_  
 ID No (Spec, RX, Project): \_\_\_\_\_  
 Department: AVIATION  
 Bureau: FACILITIES  
 Contract No (if known): \_\_\_\_\_  
 Project Title/Description: MAINT. OF HONEYWELL BUILDING MGMT SYSTEM AT MIDWAY INTERNATIONAL AIRPORT

Contact Person: DAVE BOWMAN  
 Tel: 686-7881 Fax: 686-6255 E-mail: DBOWMAN@CPAC.COM  
 Project Manager: MATT MARIC  
 Tel: 738-0627 Fax: \_\_\_\_\_ E-mail: GMARIC@CPAC.COM  
 Estimated Value \$ 40,210

SCOPE STATEMENT Sole source form, + vendor's proposal attached  
 attached is a detailed scope of services and/or specification

RECEIVED  
SEP 15 2004

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

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

TYPE OF PROCUREMENT REQUESTED (check all that apply)

Competitive Bid     RFQ/RFP/RFS/RFI     Sole Source\*\*     Term Agreement     One Shot  
 Mod/Amendment     Time Extension     Additional Funding     Small Order     S/O Emergency

FORMS

F-25\* (add line item)     F-10\* (special approvals)     SSRB\*\* (sole source approval)  
 F-26\* (new term agreement)     RX (one-shot requisition)     OSM Authorization  
 F-27\* (time extension)     APRF (all purpose request form)  
 F-29\* (change vendor limit)

\*\* Sole source requests must include vendor quotes/proposal and MBE/WBE compliance requirements

FUNDING

City:  Corporate     Bond     Enterprise     Grant\*     Other \_\_\_\_\_  
 State:  IDOT/Transit     IDOT/Highway     Grant\*     Other \_\_\_\_\_  
 Federal:  FHWA     FTA     FAA     Grant\*     Other \_\_\_\_\_  
 Funding Strip(s): 610 85 5330 0162 0162

\* Attach copy of any applicable grant agreement terms and conditions

TIME FRAME

Date Needed: 11/1/04    Requested Contract Term (y/m/d): 11/1/03 - 10/31/06

PRE BID/SUBMITTAL REQUIREMENTS

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

Vendor: Honeywell Building Solutions

FMPS req # \*\*\*\*\*  
 Form Date: 01/16/2002    Page 1 of 4  
 FMPS Spec # \_\_\_\_\_

FD 005 9/7

# CPAC PROJECT CHECKLIST

## ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

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

Risk Management

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

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

Pre-Qualification Category No. \_\_\_\_\_ Category Description: \_\_\_\_\_

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

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

N/A

## AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:  Yes  No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

Risk Management:

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

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

Will work be performed airside? Yes  No

N/A

## CAPITAL EQUIPMENT (VEHICLES) SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (  Manufacturer, or  Dealer,  or Other Source: \_\_\_\_\_ )

Copy of current Price List(s)/Catalog(s)

Form F-10 or other authorization document

Any other exhibits and attachments

N/A

## COMMODITIES SUPPLEMENTAL CHECKLIST

Required attachments:

Copies of price lists, catalogs, drawings, variations of part numbers

Any other exhibits or attachments

N/A

## CONSTRUCTION SUPPLEMENTAL CHECKLIST (LARGE & SMALL)

Required attachments: Copy of Draft (80% Completion)

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

Risk Management

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

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

N/A

# CPAC PROJECT CHECKLIST

N/A

## DELEGATE AGENCY SUPPLEMENTAL CHECKLIST

### Required attachments:

Attach Scope of Services that includes the following information 1) Program background & objectives; 2) Type of services for which proposals are sought; 3) Location and time line for delivery of services; 4) Qualifications, skills, and/or experience necessary; 5) Special licenses or certifications required; 6) Evaluation process (if known).  
Other Attachments (please submit all that apply)

1. Copy of grant application and/or grant agreement
2. Evidence of award authority (DAAC agenda with agency name highlighted; City Council ordinance with agency name highlighted; or OBM letter)
3. Modification information (Copy of Form F-8A; screen print of EPS AWDS table)

Does program require Executive Order 91-1 clearance?  Yes  No  
Is boilerplate from Law available or in production?  Yes  No  
Would your department benefit from technical assistance?  Yes  No

## HARDWARE/SOFTWARE SUPPLEMENTAL CHECKLIST

ITSC (approved by BIS)

OBM (approved by Budget form/memo)

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

N/A

## PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed scope of services as described on page 1.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form

\* If this is a Telecommunications/Utilities project, please also address the following:

Has the project been reviewed by DGS?  Yes  No  
Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.  
Does the project include software?  Yes  No  
If yes, is signed ITSC form attached?  Yes  No  
Does the location involve:  
A public way?  Yes  No  
Any concession in the City's facilities?  Yes  No  
Is it anticipated City Council approval of the project or contract will be required?  Yes  No

N/A

# CPAC PROJECT CHECKLIST

## SMALL ORDERS SUPPLEMENTAL CHECKLIST

Yes No

- 1. Special Approval Form/Justification Letter.  
e.g. (Emergency Contract, Telecommunication Back-up documents, Proposals, EPS Form F-10, etc.).
- 2. Suggested Vendor.
- 3. Commodity Code, Manufacturer, Catalog Information, Model No., Quantity, Unit Cost/Measure, Color etc.,
- 4. Detailed Specification or Scope of Work.

## ATTACHMENT REQUIRED FOR EACH SMALL ORDERS PROCUREMENT TYPE

(Check Appropriate Group)

### 1. ONE SHOT (PN)

- YES ( ) NO ( ) Detailed Specifications
- YES ( ) NO ( ) Suggested Vendor
- YES ( ) NO ( ) Support Documentation

### 3. EMERGENCY CONTRACT

- YES ( ) NO ( ) Justification Letter
- YES ( ) NO ( ) Vendor Proposal
- YES ( ) NO ( ) Pre-assigned Requisition (RX)

N/A

### 4. TELEPHONE/FAX BIDS

- YES ( ) NO ( ) Justification Letter

### 2. SOLE SOURCE REQUIREMENTS

- YES ( ) NO ( ) Vendor Proposal
- YES ( ) NO ( ) Disclosure Affidavit
- YES ( ) NO ( ) Letter of Exclusive or Unique Capability
- YES ( ) NO ( ) Support Documentation from Vendor/Manufacturer.
- YES ( ) NO ( ) Signature(s) of Originator or Departmental Head/Designee.

## 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, contract term and extension options, contractor qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and price lists, catalogs, technical drawings and other exhibits and attachments as appropriate.

### Risk Management

Will services be performed within 50 feet 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/biowaste material?

Yes  No

Will services require the blocking of streets or sidewalks in any way?

Yes  No

Which may affect public safety?

SOLE SOURCE



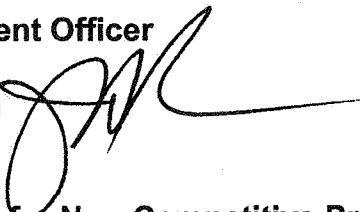
## DEPARTMENT OF AVIATION

# MEMORANDUM

**DATE:** July 26, 2004

**TO:** Eric J. Griggs  
Chief Procurement Officer

**ATTENTION:** Kerwen Whatley  
Deputy Procurement Officer

**FROM:** John A. Roberson  
Commissioner 

**SUBJECT:** Request Approval for Non-Competitive Procurement  
Maintenance of Honeywell Building Management System  
at Midway International Airport AMC Building and Security Offices  
Vendor: Honeywell Building Solutions

The Department of Aviation's requests approval to proceed with a non-competitive contract with Honeywell Building Solutions for the maintenance of the Building Management System at Midway Airport's AMC and Security Buildings. The system was originally installed during the building's construction six years ago. Due to the proprietary nature of the software that drives the system which controls the heating, cooling and ventilation of the buildings only Honeywell can maintain the system. This system was designed prior to the HVAC/Building Controls Industries move to an open protocol where different manufacturers equipment could work together, as such Honeywell is the only viable alternative for maintenance and repairs.

Attached are the CPAC checklist and non-competitive procurement justification form.

Thank you for your cooperation in processing this request.

Procurement Type: Non-Competitive  
Duration: 3 years, (back dated to begin 11/1/03 - 10/31/06)  
Three Year Cost: \$40,210.00  
Funding: 610 85 5330 0162 0162  
User Contract: Matt Marich Phone: 838-0627  
User Deputy: Erin O'Donnell Phone: 838-0610



1/27/06