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 Federal APD 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 ___ 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.

___________________________ 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., is 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)

Erin O'Donnell (773) 838-0608 _______________ Aviation – Midway July 12, 2006
Originator Name Telephone Signature Department Date

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

( ) PROCUREMENT HISTORY
The Department of Aviation ("DOA") owns the parking facilities at Chicago Midway International Airport ("Midway"). DOA's current revenue control system at Midway is a Federal APD system that was procured in conjunction with the construction of the new Midway Terminal and parking garage in 1999. The system's software is proprietary to Federal APD. The most current version of Federal APD's system was installed in Midway's new economy garage and lots in 2005, at a cost of $1,700,000. DOA wants to install the most current version of the Federal APD system at Midway. The cost would be approximately $1,600,000. There are other revenue control systems, but none are compatible with Federal APD. DOA estimates that conducting a competitive bid to replace the entire system would result in a contract worth approximately $3,500,000 or more for the system itself, and would mean that the $1.7 million expended in 2005 was essentially wasted. In addition, there would also be costs to transition the database from Federal APD to the software of a new vendor. DOA's research of the available revenue control systems indicates that, as with many other software products, software compatibility issues will diminish in the future, making the prospect of procuring a future system through competitive means a more viable solution.

( ) ESTIMATED COST
The new equipment cost will be approximately $1.6 million (see attached proposal).

( ) SCHEDULE REQUIREMENTS
The existing parking revenue control equipment is outdated and must be updated. Its the Department goal to enter into contract for this equipment and have the equipment installed within 120 days.

( ) EXCLUSIVE OR UNIQUE CAPABILITY
Parking is the most significant source of non-airline revenue at Midway; receipts in 2005 were approximately $25,700,000.
Parking revenues pay for many of the costs incurred in the operation of Midway, which in turn helps the airline users at Midway control their costs, and continue to offer relatively low fares to travelers. DOA must have a current, homogenous revenue control system to manage the cash and credit card payments for parking as completely and accurately as possible. DOA and the airline users at Midway cannot afford compatibility issues in the parking revenue control system, nor can they afford to simply write-off
the $1.7 million spent in 2005 to install the most current Federal APD system in the new Midway economy garage and lots. For these reasons, DOA asks to be able to purchase the current Federal APD system for the main parking garage and lots directly from Federal APD.

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APPROVED BY:

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INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM (Rev 9/97)

If a City Department has determined that the purchase of supplies, equipment, work and/or services can not be done on a competitive basis, a sole source justification must be prepared on this justification for Non-Competitive Procurement Form in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. The Board will not consider justifications with incomplete information or documentation. Also, attach Form F-7 (if One Time Contract); F-8 (if Delegate Agency Contract) or F-26 (if Term Agreement) to obtain a pre-assigned Specification and Contract Number for each contract in this request.

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

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

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

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

OTHER
1. Explain other related considerations and attach all applicable supporting documents (Information Technology Strategy Committee (ITSC) Approval form, etc.)
2. Explain what opportunities of direct/indirect involvement of Minority or Women BLSines-s Enterprises have been discussed and/or are available this contract.

REVIEW AND APPROVAL
This form must be signed by both the Originator of the request and approved by the Department Head or, authorized designee.
July 13, 2006

Mr. Greg McGhee
Department of Aviation – Midway Airport
5757 S. Cicero Avenue
Chicago, IL 60638

Dear Greg:

Thank you continued interest in Federal APD, Inc. The proposal previously submitted is for an enhancement to the existing system already in place at Midway Airport. Due to this and the proprietary nature of the equipment and software, this enhancement cannot be supplied by any other vendor.

I welcome the opportunity to discuss any of the proposed items in more detail.

Respectfully Submitted,

Thomas J. Bradfish
Eastern District Manager
Federal APD, Inc
June 27, 2006

Mr. Greg McGhee
Department of Aviation – Midway Airport
5757 S. Cicero Avenue
Chicago, IL 60638

Dear Greg:

Thank you for your continued interest in FAPD. We are very pleased to provide the following proposal that will greatly enhance your existing Parking and Revenue Control operation and provide you with a scalable, accessible and state of the art system that will support your needs well into the future. With this enhanced system, you will experience an increased level of automation, reduced manual intervention, a reduction in your operating costs and increased revenue through significant improvements in fraud detection. Your customers will appreciate a more enjoyable parking experience while the economic value of your investment grows in a most favorable positive direction.

Our proposal consists of four sections:

- **Section A** is to add LPR functionality to the Main Terminal Deck Garage with an option to add it to the Yellow Economy Lot as well.
- **Section B** is add I-Pass Toll Tag processing at both the Main Terminal and Economy Deck/Lot with an option to add it to the Yellow Lot
- **Section C** is for the Parking Vehicle Locator Kiosk System
- **Section D** is for the on site maintenance in one year increments for 5 years

**Section A - LPR**

The proposed solution is as follows:

- **Terminal Garage: Kirkpatrick Street Entrance** - Add 2 lanes of LPR equipment at the level one. Both of these lanes will operate in Post Capture Mode due to lane layout restrictions. The LP Number and vehicle/plate images will be linked to the ticket number in ScanNet after the ticket is issued. The existing dual ticket dispensers will be replaced with single units capable of processing the LPR data. Uninterruptible Power Supplies (UPS) will be added to all lanes
- **Terminal Garage: Main Entrance on Level 3** – add 4 lanes of LPR and new single ticket dispenser. These entrance lanes will also operate in Post Capture Mode. Uninterruptible Power Supplies (UPS) will be added to all lanes
• **Terminal Garage: Main Exit** – Add 7 lanes of LPR and two exit verifiers for unmanned operation. Included in the price is the civil work required to extend all lane islands for optimum operation of the LPR system. Each Booth will be equipped with a cube PC and image monitor. The existing fee computers will be modified and upgraded to add LPR functionality. Exit Verifies (patron inserts a ticket previously paid at an automatic pay station) will be added to two of the lanes to provide fully automated exits. The Exit Verifiers (and the Automatic Pay Stations) will be fully integrated to the LPR system. Uninterruptible Power Supplies (UPS) will be added to all lanes.

• **Yellow Economy Lot (Optional)** – Add two lanes of LRP as an option to the provide a complete LPR solution at Midway. The entry would be a Post-capture due to the geometry. A camera solid mounting protected by bollards would be provided in lieu of extending the island.

• **Economy Lot/Garage Exit** – Exit Verifiers will be added to provide two LPR-integrated automated exits.

*Note 1: The LPR system at the Yellow Economy Lot will require fiber installation to provide the necessary communication pathway for the LPR system to function as required. This is not included in this proposal and must be provided by others.*

#### Section B - I-PASS Integration

The proposed operation of the system would be as follows:

1. Customer would navigate to the Fly Chicago Website where they would find a link to register for the program.
2. Registering would require contact information, credit card information, email address and the ID number printed on their I-PASS toll tag.
3. When a registered patron pulls into the entry lane, the I-PASS ID will be read and account info verified by the ScanNet software system. The patron’s License Plate and Vehicle Image will be recorded. If the tag is valid, the gate will vend without a ticket being issued. If invalid, the patron will be directed to take ticket from the Ticket Dispenser as in a normal transaction.
4. Upon Exit, the I-PASS tag will be read, LP# retrieved and verified against the entry image and fee calculated. The fee will be charged to the Credit Card on file based on the patrons initial account information.
5. The patron will have their receipt sent via email on file or can navigate to the website, locate the transaction and print a receipt.

*Note 1: All transaction processing will be done via ScanNet and the current credit card clearing house. The system will not rely on the Illinois Toll Authority or any other 3rd party processing.  
*Note 2: Federal APD, Inc is not responsible for any legal indemnification that may arise from the development or use of this process as described.*
The proposed solution would involve development and installation as follows:

- Software/hardware development for ScanNet software and reports, Auditor Power Pad Fee Computers, Ticket Dispensers and Exit Verifiers. This is to provide I-PASS functionality, integrate LPR and provide reporting.
- Web Applet development for customer account creation and maintenance
- Terminal Garage: add Mark IV Badger Readers (ceiling mount), Lane Kits and Field Cabinets for all six entries
- Terminal Garage: add Mark IV Badger Reader (overhead gantry mounted) Lane Kits and Field Cabinets for all seven exits
- Economy Lot/Garage: Entry Lanes -
  - Fabricate and Install overhead mounting Gantry
  - Add Mark IV Badger Readers (overhead gantry mounted) Lane Kits and Field Cabinet for all four Garage cross-over entries
- Economy Lot/Garage: Exit Lanes -
  - Add Mark IV Badger Readers (overhead gantry mounted) Lane Kits and Field Cabinets for all eight exit lanes

Section C – Parking Vehicle Locator Kiosk System

The proposed system will provide a customer service that will help parking patrons to quickly locate misplaced vehicles and to set the foundation for enabling other features and functions such as security check, reporting stolen vehicles, stolen plates, etc. Further software and hardware development could allow kiosks to use as Automatic Pay Stations. As proposed the operation would be as follows:

- Patron will be able to locate their information via one of three user interfaces:
  - Swipe the credit card used to register for the I-PASS web applet – The customer name would be read, linked to the associated I-PASS ID and LPI data (location) for the vehicle would be retrieved.
  - Swipe a ticket that was issued from a FAPD Ticket Dispenser – the LP# could be read directly from the ticket (LPR pre-capture) or the ticket number read and used to query the database for the LPI location data
  - Use the Touch Screen virtual keyboard to type in a partial or full license plate number
- Once retrieved, the vehicle location (lot, level, isle and row) would be displayed on the screen by a graphical map.
- Patron will have the option to print out the vehicle location via the kiosk’s on-board printer.

The proposed solution would involve development and installation as follows:

- Application development, GUI screens, database look-up queries, graphical maps and interface to ScanNet for LPI data retrieval.
- Development of secure communication protocols
- Purchase, configuration and installation of 10 Kiosks

Note 1: FAPD shall not be responsible to provide the wireless network at Kiosk locations
Note 2: Kiosks assumed to be located indoors and within 6 feet of a standard electrical outlet
Note 3: Kiosk customer artwork design and production are not included in this proposal
Section D - Onsite System Maintenance and Warranty

FAPD currently provides two field service engineers and a vast supply of spare/replacement parts on site for Preventative Maintenance and Repair of the Parking System at Midway. The proposed rates take into account the addition of LRP to the Main Terminal Parking Facility, I-PASS at all locations as well as the Kiosks.

I welcome the opportunity to discuss any of the proposed items in more detail.

Respectfully Submitted,

[Signature]

Thomas J. Bradfish
Eastern District Manager
Federal APD, Inc
### SECTION A - ADD LPR SYSTEM TO MAIN TERMINAL DECK W/OPTION FOR YELLOW ECONOMY

#### **** LPR SYSTEM FOR MAIN TERMINAL DECK GARAGE ****

**REPLACE MG-1000 WITH MG-1500**

- **83-20422W**: 5 MG-1500 Ticket Splitter w/ HP1 Trans. / 120V Base Unit
- **83-15713**: 6 Intercom Option

**ADDITION OF EXIT VERIFIERS**

- **83-20423W**: 4 ML-3500 Exit Ver w/ HP1 Trans / 120V Base Unit
- **82-20522**: 4 ML 3500 Credit Card In/Out Operation (Ci/Co)
- **83-15713**: 4 Intercom Option

**LPR LANE EQUIPMENT AND ASSOCIATED HARDWARE**

- **LPR-0084**: 13 P372 810 nm LEDIR/color overview Camera
- **LPR-0086**: 13 P372 CABLE W/PLUG
- **LPR-0096**: 13 P372 CABLE WSOCKET
- **LPR-0049W**: 13 P372 INTERFACE ENCLOSURE ASSEMBLY
- **11-28244**: 13 18VDC 2A POWER SUPPLY
- **11-28245**: 13 AC POWER CORD
- **LPR-0036**: 13 OT sgl assm w/reflector
- **90-11132**: 7 Pedestal, 42" for surface mount on exit island
- **90-11302**: 6 Short pedestal 18" (for ceiling or TD mount)
- **10-28043**: 7 VESA Display post base
- **10-28044**: 7 VESA Display 15in LCD
- **10-28045**: 7 VESA Display post
- **10-28041**: 7 Cube PC w/Kyd & mouse for LPR Monitor
- **LPR-0068**: 7 AutoPark Booth Client Software W/DONGLE KEY
- **LPR-0067**: 1 IMAGE SERVER SOFTWARE
- **LPR-0069**: 1 DONGLE KEY FOR SERVER
- **11-28208**: 4 ET (Ethernet Transceiver)
- **11-25099**: 4 D-LINK 16 PORT 10/100

**INSTALLATION SERVICES**

- **01-40009**: 1 Outside Labor - Electrical Installation
- **01-40005**: 1 FAPD Labor - Training Services
- **01-40006**: 1 FAPD Labor - Installation Services (Site Manager)
- **01-40007**: 1 FAPD Labor - Project Management
- **01-40013**: 1 FAPD Warranty Services

**MISCELLANEOUS SERVICES**

- **NPN**: 1 FREIGHT
- **NPN**: 1 BONDS

### TOTAL PRICE TO ADD LPR TO MAIN TERMINAL DECK

$783,750.91

**OPTION TO ADD LPR SYSTEM TO YELLOW ECONOMY LOT**

(FIBER INSTALLATION IS BY OTHERS)

$39,103.79

(Continued on Page #2)
### SECTION B - I-PASS INTEGRATION

MAIN DECK AND ECONOMY LOT I-PASS READERS, ASSOCIATED HARDWARE/FIRMWARE & INTEGRATION

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TOTAL PRICE TO ADD I-PASS TO MAIN TERMINAL DECK & NEW ECONOMY LOT $657,521.75

OPTION TO ADD I-PASS SYSTEM TO YELLOW ECONOMY LOT (FIBER INSTALLATION IS BY OTHERS) $27,581.90

### SECTION C - PARKING VEHICLE LOCATOR KIOSKS

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<td>Outside Labor - Installation (Accord) (NOTE EXISTING POWER WITHIN 6 FEET)</td>
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TOTAL PRICE TO ADD PARKING LOCATOR KIOSKS $84,500.00

(Continued on Page #3)
SECTION D - FIVE YEAR MIDWAY MAINTENANCE

THE FOLLOWING PRICING IS FOR EXTENDED MAINTENANCE COVERING CURRENT MIDWAY AIRPORT FACILITIES AND THE ADDITIONAL SYSTEMS OF THIS PROPOSAL UNDER THE SAME TERMS AND CONDITIONS OF THE EXISTING MAINTENANCE CONTRACT

2007 ANNUAL MAINTENANCE EXTENSION 1/1/07 - 12/31/07  
2008 ANNUAL MAINTENANCE EXTENSION 1/1/08 - 12/31/08  
2009 ANNUAL MAINTENANCE EXTENSION 1/1/09 - 12/31/09  
2010 ANNUAL MAINTENANCE EXTENSION 1/1/10 - 12/31/10  
2011 ANNUAL MAINTENANCE EXTENSION 1/1/11 - 12/31/11

PROJECT NOTES COVERING ALL SECTIONS:

1) THE FEDERAL APD RESPONSE CONSISTS OF BOTH THIS QUOTATION AND THE ATTACHED COVER LETTER WHICH DETAILS THE OVERVIEW OF THE PROPOSED SYSTEM, LIMITS TO THE SCOPE OF WORK, AND OTHER NOTES THAT ARE PERTINENT TO THIS PROJECT.

2) INSTALLATION OF LPR AT YELLOW ECONOMY LOT WILL REQUIRE NEW FIBER. THE FIBER INSTALLATION IS NOT PART OF THIS PROPOSAL AND MUST BE INSTALLED BY OTHERS UNDER SEPARATE CONTRACT.

3) SPECIAL PAYMENT TERMS APPLY TO THIS PROPOSAL
   - 30% DOWN PAYMENT REQUIRED WITH PLACEMENT OF ORDER
   - MONTHLY PAYMENT APPLICATION BASED ON UPDATED SCHEDULE OF VALUES FOR EACH MONTH INDICATING THE WORK COMPLETED
   - PAYMENT IS REQUIRED WITHIN 30 DAYS OF RECEIPT OF APPLICATION
   - ALL MONTHLY PAYMENT APPLICATIONS WILL UTILIZE AIA DOCUMENTS G702 & G703 (SAMPLE COPIES ATTACHED)
   - RETAINAGE (IF ANY) IS DUE AND PAYABLE UPON SUBSTANTIAL COMPLETION DEFINED AS "BENEFICIAL USE OF EQUIPMENT"

4) PAYMENT BY OWNER (CITY) IS NOT A CONDITIONAL PRECEDENT FOR PAYMENT BY OPERATOR TO FEDERAL APD. PAYMENTS ARE DUE BASED UPON SUBMISSION OF PAYMENT APPLICATION

Prices are subject to increase to prices in effect at time of shipment when specific shipment date is later than one year from date of order. Federal APD, is subsidiary of Federal Signal Corporation) reserves the right to cancel any order resulting from this quotation in the event no agreement is reached on the foregoing statement. Minimum billing per order is $100.00. This quotation automatically expires in 30 days. Material or products or other manufactures or source, used as a whole or in part as accessories to the Federal APD products, are guaranteed in the same manner as they are guaranteed to Federal APD. Any or all engineering drawings, specifications, installation instructions or diagrams relative to Federal APD products are not guaranteed to be free from error. All order are subject to acceptance by Federal APD, Inc. On projects over $50,000.00 a 10% down payment is required. A 20% down payment is required for all projects over $100,000.00.

This quotation constitutes an offer to sell the above-referenced equipment, software and/or services. Your signature of acceptance hereon constitutes your acceptance of this offer resulting in a binding agreement between the parties which is subject to the terms contained on both the first and last page hereof. Please read these terms prior to accepting this offer as you will be bound by them upon your signature.

Accepted Date: ____________________________  Quotation By: ____________________________
By: _____________________________________

Quotation  Federal APD Confidential  Page 3
1. AGREEMENT AND LIMITATIONS. The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing in this contract and the purchase orders issued by Buyer to the Seller. No additional terms of such matters mutually agreed to in writing and signed by Seller and Buyer. Buyer agrees that by submitting an order to Seller for goods, Buyer agrees to the terms and conditions set forth herein. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order, or in any other communication from Buyer to Seller, unless specifically agreed to in writing and signed by Seller. NO REFERENCE TO BUYER'S PURCHASE ORDER OR OTHER COMMUNICATION FROM BUYER SHALL BE DEEMED TO INCORPORATE BY REFERENCE ANY TERMS APPEARING THEREIN. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to writing signed by Seller, to the extent they modify, add to, detract from, supplement or explain the sales contract, shall not be binding on Seller.

2. PACKING, MARKING, AND SHIPPING
a. All equipment, systems and supplies shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such supplies.
b. Seller shall route shipments in accordance with the Buyer's instructions.
c. All transportation charges paid by the Seller and to which the Seller is entitled to reimbursement shall be added to the Seller's invoice as a separate item.
d. All shipments will be invoiced by the Seller at values established by Seller.
e. Buyer has the responsibility of all claims due to shipment damage either visible or hidden; damage will be marked and claims made at the time of acceptance by Buyer with the shipping company.
f. Each packing slip, Bill of Lading, and invoice shall bear the applicable purchase order number and the location of plant to which supplies are to be shipped.

3. TERMINATION OR MODIFICATION. The sales contract may be modified or terminated only upon Seller's written consent except that clerical errors are subject to correction by Seller or upon Buyer's written consent. If Seller shall declare or consent to a termination of the Sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay a 20% cancellation fee for all services rendered and any additional freight and handling charges incurred with the return of the goods. All orders for customized equipment which are cancelled and where such equipment is not reusable, shall be paid by Buyer in full in Buyer's prices are based on delivery dates scheduled at the time of the order.

4. PAYMENTS. Buyer agrees to pay according to the terms on the invoice and pay interest on past due amounts at a rate of 18% per annum of the highest rate permitted by applicable law. Buyer understands that this obligation to pay interest on delinquent payments does not in any way extend the payment terms set forth herein. In the event Seller incurs legal fees or other costs in attempting to collect past due payments, Buyer agrees to reimburse Seller for such fees.

5. ENGINEERING CHARGES. Additional engineering charges may be levied by the Seller to the Buyer in the event a Purchase Order requires a high level of customization of equipment and systems. These charges, if any, are subject to approval by Seller and Buyer.

6. INVOICING AND GENERAL. Invoices will be sent promptly to Buyer in duplicate. The Seller agrees to ship all goods FOB manufacturing plant to Buyer's place of business. No drop shipments outside of Buyer's or distributor's agreed trading area will be made. List prices for products are those in effect at the time of shipment and are subject to change by Seller with no written notice. All orders are received subject to acceptance by Seller and shipment of an order constitutes such acceptance. Unless otherwise agreed in writing, Seller reserves the right to ship goods in a single lot or in several lots. In such event, each shipment will be invoiced to Buyer and paid for separately. Standard payment terms for all products are 30/10 Net 30 days from the date of invoice. However, Seller reserves the right to ship products on a COD basis if in Seller's sole opinion it is unlawful to extend standard credit terms. In the event terms are extended and Seller is not paid when due, all overdue payments shall bear interest until paid at the rate of prime plus 9% per annum. At the time of initial shipment the appropriate law from data payment is due.

7. EXTENSION OF CREDIT. Extension of credit terms greater than the standard credit terms shall be subject to such requirements as Seller may from time to time establish. To protect Seller when credit is extended, it is agreed that title to the products, with the right of repossession for default, shall remain in Seller (Federal APD) until the full purchase price shall be paid in cash.

8. DESIGN MODIFICATIONS. All products are subject to design and appearance modifications which are production standard at the time of shipment. Products shipped prior to a current production standard will not be included as modifications for which repair, extending cancellation and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

9. RISK OF LOSS. The risk of loss of goods or any part thereof shall be upon Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

10. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods or the taxes required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

11. DELIVERY. Product to be delivered from stock is subject to prior sale. Delivery dates are not guaranteed but are estimated, in part, of the basis of immediate receipt by Seller of all information to be furnished by Buyer. Seller shall in good faith endeavor to estimate delivery dates but shall not be liable to Buyer for any damages including incidental, consequential or loss of profits as a result of failure to meet such estimated delivery dates.

12. DEDUCTIONS AND RETURNS. Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent. Such consent to be in the sole discretion of Seller and upon terms specified in writing and received by Seller thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

13. PATENTS. Seller shall hold Buyer harmless, to the extent hereof provided against any suit or claim of any third person by way of infringement of any United States Letters Patent by such goods as are of Seller's manufacture, but if Buyer furnishes specifications to Seller, Buyer shall hold Seller harmless against any such infringement claims which arise out of or relate to such specifications. Seller's agreement in this paragraph to hold Buyer harmless shall not apply to any infringement consisting of the use of goods manufactured by Seller as part of any combination with goods manufactured by Buyer or others. In the event that any goods manufactured by Seller are in any suit held to be constitutive infringement and their use is enjoined, Buyer, if unable within a reasonable time to secure for Buyer the right to continue using such goods, either by suspension of the injunction, by securing a license for Buyer, or otherwise, shall, at its own expense, either replace such goods with non-infringing goods or modify such goods so that the combination is not infringing, or accept the return of the enjoined goods and refund the purchase price therefor paid by Buyer less allowance for any period of actual use thereof. Except as in this paragraph provided, Seller makes no warranty that the goods will be delivered free of the right or claim of any third person by way of infringement of the like and Buyer's remedies will be limited to those provided in this paragraph.

14. WARRANTIES. Seller warrants that all equipment, systems, covered by this order will conform with the specifications, drawings and models considered standard at the time of manufacturing and specified by the Buyer. Seller subject to all of the limitations and exceptions set forth in Federal APD's standard published Warranty and policies. No one has any authority to bind the Seller to any warranty beyond that extended herein. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PURCHASE OR USE OF THE EQUIPMENT.

15. LIMITATION OF REMEDIES. Federal APD's entire liability and your exclusive remedy shall be as follows:
a. Any remedy published in the warranty and policy statements along issued with the equipment.
b. In no event will Federal APD be liable for any tax lost, savings, or any incidental damages or other economic consequential damages, even if Federal APD, its authorized dealer or its approved supplier has been advised of the possibility of such damages, for any damages claimed by you based on any third party claim.
c. Installation. Equipment performance which is installation dependent, which has not been installed by Federal APD resulting in damage and/or non-performance of the equipment due to improper installation will void warranty and be the sole responsibility of the buyer.

16. STATUTE OF LIMITATIONS. ANY CLAIM FILED FOR BREACH OF AGREEMENT MUST BE FILED WITHIN ONE YEAR FROM THE DATE OF DELIVERY REGARDLESS OF WHAT ANY STATUTE OF LIMITATIONS MAY OTHERWISE PROVIDE. BUYER SPECIFICALLY AND EXPRESSLY HAVING WAIVED ANY LONGER TIME PERIOD THAT MIGHT BE AVAILABLE BY STATUTE.
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: PROJECT: APPLICATION NO: Distribution to:

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ 0
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2) $ 0
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ 0
5. RETAINAGE:
   a. 10
      (Column D + E on G703)
   b. 10
      (Column F on G703)
      Total Retainage (Line 5a + 5b or 5c)
      Total in Column 1 of G703) $ 0
6. TOTAL EARNED LESS RETAINAGE
   (Line 4 Less Line 5 Total) $ 0
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ 0
8. CURRENT PAYMENT DUE $ 0
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $ 0

   CHANGE ORDER SUMMARY

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   The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

   By: ________________________ Date: ________________________

   State of: ___________________ County of: ___________________
   Subscribed and sworn to before me this day of ____________
   Notary Public: __________________________
   My Commission expires: ________________

   ARCHITECT'S CERTIFICATE FOR PAYMENT

   In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

   AMOUNT CERTIFIED $ ____________________

   (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

   By: ________________________ Date: ________________________

   This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
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GRAND TOTALS

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CONINUATION SHEET

AIA DOCUMENT G703

APPPICATION NO: 0
APPLICATION DATE: 0
PERIOD TO: 0
ARCHITECT'S PROJECT NO: 

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Users may obtain validation of this document by requesting the license a completed AIA Document D401 - Certification of Document's Authenticity.
**DPS PROJECT CHECKLIST**

**IMPORTANT:** PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, 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.

**GENERAL INFORMATION:**
- **Date:** 1-13-04
- **REQ No.:** 2855
- **Specification No.:**
- **PO No.:** (if known):
- **Modification No.:** (if known):
- **Contact Person:** DENISE HUDSON
- **Tel:** 635-9070
- **Fax:**
- **E-mail:** A101335@cityofchicago.org
- **Project Manager:** ERIN O'DONNELL
- **Tel:**
- **Fax:**
- **E-mail:**
- **Previous PO No.** (If known):

**FUNDING:**
- **City:**
  - Corporate
  - IDOT/Transit
  - IDOT/Highway
  - Enterprise
  - Grant*
  - Other
- **State:**
  - FHWA
  - FTA
  - FAA
  - Other
- **Federal:**
  - Corporate
  - IDOT/Transit
  - IDOT/Highway
  - Enterprise
  - Grant*
  - Other

**LINE** | **FY** | **FUND** | **DEPT** | **ORGN** | **APPR** | **ACTV** | **OBJT** | **PROJECT** | **RPTG** | **$ DOLLAR AMOUNT**
---|---|---|---|---|---|---|---|---|---|---
01 | 0750 | 0654 | 120 | 5129 | 0000 | 320 | 540

*If grant funded, a copy of the approved grant and application are required and any other Terms and Conditions that may apply.

**SCOPE STATEMENT:**
- Attached is a Detailed Scope of Services and/or Specification
- Proposal Attached

**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.

The following is a general description of what should 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):

**NEW REQUEST**
- Blanket Agreement
- Standard Agreement
- Small Orders

**MOD/AMENDMENT**
- Time Extension
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify):

**FORMS:**
- Requisition
- Special Approve

**CONTRACT TERM:**
- Requested Term (number of months):

**PRE BID/SUBMITTAL REQUIREMENTS:**
- Requesting Pre Bid/Submittal Conference?: ☐ Yes ☐ No
- Requesting Site Visit?: ☐ Yes ☐ No
CITY OF CHICAGO
PURCHASE REQUISITION

DELIVER TO:
085- O'HARE
O'HARE AIRPORT
Chicago, IL 60666

REQUISITION: 28855
PAGE: 1
DEPARTMENT: 85 - DEPT OF AVIATION
PREPARER: Denise Hudson
NEEDED: 
APPROVED: 7/13/2006

REQUISITION DESCRIPTION
New Sole Source for PARCS System at MDW. Cost of $1,600,000.00
SPECIFICATION NUMBER: 49029

COMMODITY INFORMATION

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New Sole Source For PARCS System at MDW

SUGGESTED VENDOR:
REQUESTED BY:
Denise Hudson

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LINE TOTAL: 0.00

REQUISITION TOTAL: 0.00

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.
NON-COMPETITIVE PROCUREMENT REVIEW BOARD

PROJECT: PARCS System at MDW
VENDOR: Federal APD
E-MAIL: Denise Hudson, Aviation Department

Below are the results of the Non-Competitive Review Board Meeting on Thursday, July 20, 2006.

[ ] Approved

[ ] Approved w/Contingencies

[ x] Not Approved

CONTINGENCY LIST

[ ] Original vendor quote/proposal on letterhead dated and signed to include detail scope, total compensation and contract term, contract start date must be the date of contract execution.

[ ] M/WBE compliance must be addressed.

[ ] Vendor letter requesting “No Stated Goals”

[ ] Department memo, concurring with the request from vendor on “No Stated Goals

[ ] Requisition

[ x ] Request is for a sub-contractor’s agreement; the Board does not approve sub-contractor’s agreements.

Your department must submit the above document to Christine Smith, Room 403 by the close of business day, Friday, July 28, 2006.
From: VALERIE WALKER
To: Nur, Lourdes; O'DONNELL, ERIN
Date: 7/5/2006 11:23:47 AM
Subject: Re: Parking Management RFP

Lourdes,

No, DOA does not want a separate contract. If the SSRB approves, we will prepare the addendum to include the Contractor approved by the SSRB.

Thank you,

Val

>>> Lourdes Nur 07/05/06 11:11 AM >>>
Hi Valerie,

Just to clarify, if the Sole Source is approved, the current RFP can remain the same except that the selected vendor will be required to implement that which was approved by the Non-Competitive Review Board. A separate contract for these items will not be necessary as long as an addendum is issued advising the prospective vendors that they need to factor into their proposal the what was approved by the Non-Competitive Review Board. However, if what DOA wants is a separate contract for the sole source, that can be accommodated also.

Thanks,
Lourdes

>>> VALERIE WALKER 7/5/2006 11:06 AM >>>
Erin,

I spoke with David and Lourdes at our weekly meeting last Firday, June 30, 2006. It appears that there was a misunderstanding on how to proceed. Per David and Lourdes, we will proceed as follows:

If the Sole Source Review Board approves the sole source request, we will proceed to do a sole source contract for the kiosks and revenue control system. We will leave the RFP as-is and simply remove those components from the scope during negotiations. The RFP is being extended thru 8-3-06, to allow a response from SSRB Committee.

If the SSRB denies the request, we will need to do an addendum to the current Parking Management RFP to remove the systems from the scope. We will then need to do a separate RFP for the vehicle locator system and revenue control system. The selected parking manager will not be able to purchase the systems as part of their scope.

Val

CC: HUDSON, DENISE; WINTERS, DAVID