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 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., 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)


Indicate SEE ATTACHED in each box below if additional space is 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 in its other garage and lots at Midway. The cost would be approximately $1,631,250. 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 $1,631,250.00 (see attached proposal).

SCHEDULE REQUIREMENTS

The existing parking revenue control equipment is outdated and must be updated. It is 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.

( ) OTHER

APPROVED BY: [Signature] 10/30/02  [Signature] 11/15/02
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE
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 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.

(Attach List) 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 #: ____________________________

Erin O’Donnell (773) 838-0608 Aviation Midway September 20, 2007

Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space is 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 in its other garage and lots at Midway. The cost would be approximately $1,631,250. 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 $1,631,250.00 (see attached proposal).

( ) SCHEDULE REQUIREMENTS
The existing parking revenue control equipment is outdated and must be updated. It is 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.

( ) OTHER

APPROVED BY: [Signature] 10/30/0

DEPARTMENT HEAD
OR DESIGNEE

DATE

BOARD CHAIRPERSON

DATE
MEMORANDUM

To: Maria Guerra
Assistant Commissioner

Date: October 15, 2007

From: Erin O'Donnell
Managing Deputy Commissioner

Subject: Request for Sole Source Contract for Parking Revenue Equipment Federal APD

This is to request the contract execution with Federal APD for the upgrade and enhancement of our revenue control system at Chicago Midway International Airport ("Midway"). This contract was already approved by the City's Sole Source committee in August 2006.

Duration: One year
Estimated Annual Cost: $1,631,250.00
Funding: 04-603-85-4350-0412-M5050.07-00
User Contact: Greg McGhee Phone 838-0787
User Managing Deputy: Erin O'Donnell Phone 838-0608

Attached is the proposal from Federal APD for your review. Should you have any questions, please contact Greg McGhee at 838-0787.

Attachment

CC: Greg McGhee
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 1-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 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
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
**FEDERAL APD**
Federal Signal Corporation

101 Weldon Parkway • St. Louis, Missouri 63043 • U.S.A.
Tel. (314) 428-1988 • Fax (314) 428-6568
www.FederalAPD.com

<table>
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<tr>
<th>Customer/Buyer:</th>
<th>CHICAGO MIDWAY AIRPORT</th>
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<tbody>
<tr>
<td>Company:</td>
<td>DEPARTMENT OF AVIATION - MIDWAY</td>
</tr>
<tr>
<td>Name:</td>
<td>MR. GREG MCGHEE</td>
</tr>
<tr>
<td>Address:</td>
<td>5757 S. CICERO AVE</td>
</tr>
<tr>
<td></td>
<td>CHICAGO, IL 60638</td>
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<tr>
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<td>6</td>
<td>MG-1500 Ticket Splitter w/ HP1 Trans. / 120V Base Unit</td>
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<tr>
<td>83-15713</td>
<td>6</td>
<td>Intercom Option</td>
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<td>83-20423W</td>
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<td>ML-3500 Exit Ver w/ HP1 Trans / 120V Base Unit</td>
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<tr>
<td>82-20522</td>
<td>4</td>
<td>ML 3500 Credit Card In/Out Operation (CICO)</td>
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**SECTION A - ADD LPR SYSTEM TO MAIN TERMINAL DECK W/OPTION FOR YELLOW ECONOMY**

***LPR SYSTEM FOR MAIN TERMINAL GARAGE***

REPLACE MG-1000 WITH MG-1500
83-20422W  6  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 (CICO)
83-15713   4  Intercom Option

LPR LANE EQUIPMENT AND ASSOCIATED HARDWARE
LPR-0064  13  P372 810 nm LEDIR/color overview Camera
LPR-0085  13  P372 CABLE WP/PLUG
LPR-0086  13  P372 CABLE WSP/OCKET
LPR-0046A  13  P372 INTERFACE ENCLOSURE ASSEMBLY
11-28244  13  18VDC 2A POWER SUPPLY
11-28245  13  AC POWER CORD
LPR-0036  13  OT sgl assim wireflector
90-11132  7   Pedestal, 42" for surface mount on exit island
90-11302  6   Short pedestal 18" (for ceiling or TD mount)
10-26042  7   VESA Display post base
10-26043  7   VESA Display post sgl pivot assm
10-26044  7   VESA Display 15in LCD
10-26045  7   VESA Display post
10-26041  7   Cube PC w/Kybd & mouse for LPR Monitor
LPR-0088  7   AutoPark Booth Client Software W/ DONGLE KEY
LPR-0087  1   IMAGE SERVER SOFTWARE
LPR-0089  1   DONGLE KEY FOR SERVER
11-28206  4   ET (Ethernet Transceiver)
11-26099  4   D-LINK 16 PORT 10/100

INSTALLATION SERVICES
01-40009   1   Outside Labor - Installation (Accord)
01-40005   1   FAPD Labor - Training Services
01-40006   1   FAPD Labor - Installation Services (Site Manager)
01-40007   1   FAPD Labor - Project Management

MISCELLANEOUS SERVICES
NPN        1   FREIGHT
NPN        1   BONDS

**TOTAL PRICE TO ADD LPR TO MAIN TERMINAL GARAGE**

$ 763,750.91

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

(FIBER INSTALLED BY OTHERS)

$ 39,103.79

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

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<td>MARK IV LANE KITS AND ANTENNAS (900122-TAB)</td>
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<td>MARK BADGE READER/MODULATOR (900750-TAB)</td>
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<td>FIELD CABINET (800127-TAB)</td>
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<td>G90 CD Passport 360 Data Mount Kit</td>
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<td>Passport 360 controller</td>
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<td>Engineering Services (I-PASS Integration to MK IV per Spec)</td>
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<td>Outside Labor - MK IV LANE TESTING (4 hrs per lane)</td>
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<td>Mark IV (parts only)</td>
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<td>Outside Labor - Installation (NOTE EXISTING POWER WITHIN 6 FEET)</td>
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</tbody>
</table>

**TOTAL PRICE TO ADD I-PASS TO MAIN TERMINAL DECK & NEW ECONOMY LOT** $657,621.75

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

## SECTION C - PARKING VEHICLE LOCATOR KIOSKS

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<th>Description</th>
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<td>Outside Labor - Installation</td>
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</table>

**TOTAL PRICE TO ADD PARKING VEHICLE LOCATOR KIOSKS** $84,500.00

(Continued on Page #3)
**** 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 THE 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. FAILURE TO HAVE ADEQUATE FIBER COMMUNICATION CONNECTIONS MAY RESULT IN LIMITED PERFORMANCE OF THE PROPOSED SYSTEM.

3) SPECIAL PAYMENT TERMS APPLY TO THIS PROPOSAL:
- 30% DOWN PAYMENT REQUIRED WITH PLACEMENT OF ORDER
- MONTHLY PROGRESS PAYMENT APPLICATION BASED ON UPDATED SCHEDULE OF VALUES FOR EACH MONTH INDICATING 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.

**** END OF QUOTATION ****
NOTE: Federal APD Scan Net version 8.1 is VISA CISP certified as an independent payment application. Obtaining CISP merchant compliance validation is the sole responsibility of the merchant. Federal APD accepts no responsibility or liability for merchant failure to adhere to Visa U.S.A. Inc. Operating Regulations. For current information, visit www.visa.com/cisp.

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 herein and on the other side hereof together with any additions or revisions of such terms 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 written on the face of the Sales Contract Receipt issued 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 course of dealing agreements not reduced to writing signed by Seller to the extent they modify and are not made to abridge from supplier 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) All shipments in accordance with Buyer's instructions.

c) All transportation charges paid by the Seller and to which the Seller is entitled in reimbursement shall be added to the Seller's Invoice as a separate item.

d) All shipments shall be insured by the Seller at the Seller's expense established by the Seller.

e) Buyer has the responsibility of all claims due to shipment damage either visible or hidden damage will be made and claims made at the time of acceptance by Buyer with Buyer company representatives.

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 as later errors are subject to correction by Buyer or Seller or Seller'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 returnable, shall be paid by Buyer in full to Seller. Prices are based on delivery dates scheduled at the time of acceptance 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 1.5% per annum of the highest rate permitted by applicable law. Buyer understands that the 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 changes may be levied by the Seller to the Buyer in the event a Purchase Order requires a high level of customization of equipment and system. These charges for engineering, handling, or customized purchases may not be evident in the quoting process, but become apparent during the testing of the equipment and final assembly procedures. Buyer will be notified of such events prior to invoicing.

6 INVOICING AND GENERAL. Invoices will be sent promptly to Buyer in duplicate. The Buyer agrees to ship all goods FOB manufacturing plant to Buyer's place of business. No shipments outside of Buyer's or Seller's designated shipping area will be made. List prices for products are those in effect at the time of shipment and are subject to change by Seller without notice. All orders are subject to acceptance by Seller and shipment of any lot or shipment of an order constitutes acceptance. Unless otherwise agreed in writing, Seller reserves the right to shipped 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 orders are 30 calendar days Net 90 days from the date of invoice. However, Seller reserves the right to ship a product on a COD basis if Seller's sole opinion is untoward to extend standard credit terms. In the event terms are extended and Seller is not paid within due time, overdue payments shall bear interest until the due date at the rate of interest at the highest rate permitted by applicable law from date 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/or appearance modifications which are production standard at the time of shipment. Products shipped prior to a current production standard are subject to such modifications when returned to Seller for any reason if the sole modification of Seller such modifications necessary.

9 RISK OF LOSS. The risk of loss of goods or any part thereof is to pass to the 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 all taxes. In addition to the price of goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent 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 is to be delivered from stock is subject to prior sales. Delivery dates are not guaranteed but are estimated, in part, of the issues of immediate receipt by Seller of all information to be furnished by Buyer. Seller shall in good faith endeavor to meet estimated 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 PROHIBITIONS OF RETURN. 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 shall be in the sole discretion of Seller and upon terms specified by Seller, including returning damaged and handling charges. Buyer assumes all risk of loss for such returned goods until receipt thereof by Seller. Agents of Seller are not authorized to accepted returned goods or to grant allowances or adjustments with respect to Buyer's account.

13 INSPECTION. Buyer shall inspect the goods immediately upon receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within sixty (60) days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute waiver of such claim and an irrevocable acceptance of the goods by Buyer.

14 PATENTS. Seller will hold Buyer harmless, to the extent herein provided against any infringement of any third party by way of infringement of any United States Letters Patent by such goods as are included in this sale. Buyer shall be furnished specifications and/or blueprints of said Goods for Buyer. Buyer shall hold Seller harmless against any claims arising out of or related 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 Seller. In the event that any goods manufactured by Seller are in any use held to be infringing infringement and their use is enjoined, Seller, 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 for Buyer a license, or otherwise shall, at its own expense, either replace such goods with no-infringing counterparts or modify such goods so that they become non-infringing, or accept the return of the enjoined goods and refund the purchase price therefore paid by Buyer less allowance for any period of actual use thereof. Except as so provided, Seller makes no warranty that the goods will be delivered free of the infringement of any third person by way of infringement or the like. Buyer's remedies for infringement are limited to those provided in the paragraph above.

15 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 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 LOST PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PURCHASE OR USE OF THE EQUIPMENT.

16 LIMITATION OF REMEDIES. Federal APD is an entire and your exclusive remedy shall be as follows.

a) Any remedy provided in the warranty and policy statements issued along with the shipment.

b) In no event will Federal APD be liable for any lost profits, 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, or for any damages claimed by you based on any third party claim.

c) Installation, modification, 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 all warranties and be the sole responsibility of the buyer.

17 CLAIMS OR CONTENTIONS. For any claim arising out of the Warranty and policy statement or for any claim whatsoever related to the subject matter of the agreement, shall be filed, tried and/or heard and decided in Michigan which Buyer and Seller agree is the most convenient forum for such purposes.

18 LIMITATION OF STATUTORY LIABILITY. Any claim for breach of a statutory warranty 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 have waived any longer time period that might be available by statute.

19 ASSIGNMENT AND DELEGATION. No right or interest in the sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owned or the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized reseller of the goods for Seller then Seller's obligations under paragraphs 14 and 15 thereof subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

20 MODIFICATION OF CONTRACT. If any term, clause or provision contained in the sales contract is declared to be invalid or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other provision hereof or hereafter.

21 GOVERNING LAW. The laws of the State of the Michigan govern this Agreement.
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

FROM CONTRACTOR:

PROJECT:

VIA ARCHITECT

APPLICATION NO:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<td>Total Completed &amp; Stored to Date</td>
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<td>Retainage</td>
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<td>b. (Column F of G703)</td>
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<td>Balance to Finish, Including Retainage</td>
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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: $0

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

ARCHITECT:

By: ____________________________

Date: ____________________________

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

**AIA DOCUMENT G703**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retention for line items may apply.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE FROM PREVIOUS APPLICATION ((D + E))</th>
<th>WORK COMPLETED THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED ((N + O OR L))</th>
<th>TOTAL COMPLETED AND STORED TO DATE ((D + E + F))</th>
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**GRAND TOTALS**

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$0.00  
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$0.00  

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

**G703-1992**
CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainerage for line items may apply.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)</th>
<th>WORK COMPLETED THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR I)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+I)</th>
<th>RETAINAGE TO FINISH (C - D)</th>
<th>BALANCE TO FINISH (C - D)</th>
<th>RETAINAGE RATE</th>
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</thead>
</table>

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

For DPS Use Only

Date Received
Date Returned
Date Accepted
CA/CN's Name

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: 11/9/07
REQ #: 35925
Specification #: N/A
PO #: (if known): N/A
Modification #: (if known) N/A

Contact Person: Denise Hudson
Tel: 835-90
Fax: 894-1841
E-mail:

Project Manager: Greg McGhee
Tel: 838-0787
Fax: 
E-mail:

Previous PO(s): (if known)

Project Description: Sole Source for Parking + Revenue Control at MDW

FUNDING:

City: ☐ Corporate ☐ Bond ☐ Enterprise ☐ Grant ☐ Other
State: ☐ IDOT/Transit ☐ IDOT/Highway ☐ Grant ☐ Other
Federal: ☐ FHWA ☐ FTA ☐ FAA ☐ Grant ☐ Other

LINE FY FUND DEPT ORGN APPR ACTV OBJT PROJECT RPTG $ DOLLAR AMOUNT
1 07 0103 85 4350 0412 0000 M5750.09 4631250.00

Estimated Value

$163,250.00

* 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 are a Detailed Scope of Services and/or Specification(s).

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, include: timeframe 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 Approvals ☐ Non-Competitive Review Board (NCRB)

CONTRACT TERM: 1YR
Requested Term (number of months): Months 12

Form Dated 03/27/2007
Page 1 of 4
CITY OF CHICAGO
PURCHASE REQUISITION

DELRIVER TO:

085-2010 MIDWAY
5700 S. CICERO AVE.
Chicago, IL 60638

REQUISITION: 35925
PAGE: 1
DEPARTMENT: 85 - DEPT OF AVIATION
PREPARE: Denise Hudson
NEEDED: 
APPROVED: 11/9/2007

REQUISITION DESCRIPTION
Solo Source For Parking & Revenue Control System at MDW. Cost for 1 YR $1,031,250.00
SPECIFICATION NUMBER: 61607

COMMODITY INFORMATION

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INSTALLATION OF PARKING REVENUE CONTROL SYSTEM IN LOTS

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.