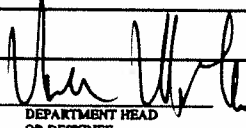




the \$1.7 million spent in 2005 to install the most current Federal APD system in the new Midway economy garage and lots. For these reasons, DOA asks to be able to purchase the current Federal APD system for the main parking garage and lots directly from Federal APD.

( ) OTHER

APPROVED BY:



4/19/06

DEPARTMENT HEAD  
OR DESIGNEE

DATE

BOARD CHAIRPERSON

DATE

**S. S. R. B.**  
DATE \_\_\_\_\_  
APPROVED \_\_\_\_\_  
CONDITIONALLY  
APPROVED \_\_\_\_\_  
RETURN TO DEPT. \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_

# 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 contemplated)? 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 exclusively 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 which is necessary 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. What other capabilities and/or capacity does the proposed firm possess which is necessary 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?
6. 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.
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. 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 Business 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 your 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 Verifiers (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 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 3<sup>rd</sup> 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/firmware 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*

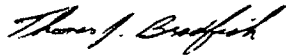
*Note 3: Kiosk customer artwork design and production are not included in this proposal*

## **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,



Thomas J. Bradfish  
Eastern District Manager  
Federal APD, Inc





**FEDERAL APD**  
Federal Signal Corporation

42775 Nine Mile Road • Novi, Michigan 48375 • U.S.A.  
Tel: (248) 374-9600 • Fax: (248) 374-9810  
www.FederalAPD.com

Quotation	
Price Quotation Number:	16-2006-77
Please indicate this number when ordering	
Date:	6/27/2006
Reference:	MIDWAY LPR IPASS VER 5.1

Customer/Buyer:	CHICAGO MIDWAY AIRPORT	Terms:	SPECIAL PAYMENT TERMS (See Notes)
Company:	DEPARTMENT OF AVIATION - MIDWAY	FOB: Our Plant	Novi, MI
Name:	MR. GREG MCGHEE	Destination:	TBD
Address:	5757 S. CICERO AVENUE CHICAGO, IL 60638	Estimated Delivery:	TBD
Tel:		Estimated Shipping Weight:	TBD
		Fax:	

Part No.	Qty	Description	List	Extended	Net
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**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	6	MG-1500 Ticket Splitter w/ HP1 Trans. / 120V Base Unit
63-15713	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)
63-15713	4	Intercom Option

LPR LANE EQUIPMENT AND ASSOCIATED HARDWARE

LPR-0064	13	P372 810 nm LEDIR/color overview Camera
LPR-0065	13	P372 CABLE W/PLUG
LPR-0066	13	P372 CABLE W/SOCKET
LPR-0049W	13	P372 INTERFACE ENCLOSURE ASSEMBLY
11-26244	13	18VDC 2A POWER SUPPLY
11-26245	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)
10-26042	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-0068	7	AutoPark Booth Client Software W/ DONGLE KEY
LPR-0067	1	IMAGE SERVER SOFTWARE
LPR-0069	1	DONGLE KEY FOR SERVER
11-26206	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

<b>TOTAL PRICE TO ADD LPR TO MAIN TERMINAL DECK</b>	<b>\$ 783,750.91</b>
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<b>OPTION TO ADD LPR SYSTEM TO YELLOW ECONOMY LOT (FIBER INSTALLATION IS BY OTHERS)</b>	<b>\$ 39,103.79</b>
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(Continued on Page #2)



<b>Quotation</b>	
Price Quotation Number:	16-2006-77
Please indicate this number when ordering	
Date:	6/27/2006
Reference:	MIDWAY LPR IPASS VER 5.1

Part No.	Qty	Description	List	Extended	Net
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**SECTION B - I-PASS INTEGRATION**

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

NPN	29	MARK IV LANE KITS AND ANTENNAS (800122-TAB)
NPN	7	MARK BADGE READER/MODULATOR (800750-TAB)
60-15691	7	FIELD CABINET (800127-TAB)
52-18443	29	G90 CD Passport 360 Gate Mount Kit
60-15691	29	Passport 360 controller
01-40004	1	Engineering Services (I-PASS Integration to MK IV per Spec)
01-40008	1	Outside Labor - MK IV LANE TESTING (4 hrs per lane)
01-40008	16	Outside Labor - MK IV Service Vehicle per day
01-40008	40	Outside Labor - MK IV Travel Time (NJ to Site and Back)
01-40008	16	Outside Labor - Subcontracted Services (MK IV)TRAVEL/EXPENSE
89-12508	1	ScanNet,C.A.M.P. (VALUEPASS)
NPN	1	FRIEGHT (MK IV)
NPN	1	Mark IV (parts only)
01-40009	1	Outside Labor - Installation (Accord)
NPN	1	LUM SUM TOTAL FROM SPARE PARTS TAB
01-40007	1	FAPD Labor - Project Management
01-40007	1	FAPD Labor - Project Management
11-11599	13	UPS, ASG 1250

<b>TOTAL PRICE TO ADD I-PASS TO MAIN TERMINAL DECK &amp; NEW ECONOMY LOT</b>	<b>\$ 657,621.75</b>
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**OPTION TO ADD I-PASS SYSTEM TO YELLOW ECONOMY LOT (FIBER INSTALLATION IS BY OTHERS)** **\$ 27,581.90**

**SECTION C - PARKING VEHICLE LOCATOR KIOSKS**

NPN	10	KIOSKS
01-40004	1	R & D FOR KIOSK DEVELOPMENT
01-40009	1	Outside Labor - Installation (Accord) (NOTE EXISTING POWER WITHIN 6 FEET)

<b>TOTAL PRICE TO ADD PARKING LOCATOR KIOSKS</b>	<b>\$ 84,500.00</b>
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(Continued on Page #3)



42775 Nine Mile Road • Novi, Michigan 48375 • U.S.A.  
 Tel: (248) 374-9600 • Fax: (248) 374-9610

Quotation	
Price Quotation Number:	16-2006-77
Please indicate this number when ordering	
Date:	6/27/2006
Reference:	MIDWAY LPR IPASS VER 6.1

Part No.	Qty	Description	List	Extended	Net
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**SECTION D - FIVE YEAR MIDWAY MAINTENANCE**

*Not Included*

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	<del>\$ 226,425.00</del>
2008 ANNUAL MAINTENANCE EXTENSION 1/1/08 - 12/31/08	<del>\$ 321,645.00</del>
2009 ANNUAL MAINTENANCE EXTENSION 1/1/09 - 12/31/09	<del>\$ 245,768.38</del>
2010 ANNUAL MAINTENANCE EXTENSION 1/1/10 - 12/31/10	<del>\$ 371,704.00</del>
2011 ANNUAL MAINTENANCE EXTENSION 1/1/11 - 12/31/11	<del>\$ 399,578.38</del>

**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, (a 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. Materials or products or other manufacturers or sources, 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: \_\_\_\_\_

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 hereon 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 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, supplant or explain the sales contract, shall not be binding on Seller.
2. **PACKING, MARKING, AND SHIPPING**
- All equipment, systems and supplies shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such supplies
  - Seller shall route shipments in accordance with the Buyer's instructions.
  - 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.
  - All shipments will be insured by the Seller at values established by Seller.
  - 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.
  - 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 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 reusable, 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 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 system. These charges for engineering, handling or customized purchases may not be evident in the quoting process, but become apparent during the manufacturing design and final assembly procedures. Buyer will be advised of such charges prior to invoicing.
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 without 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 2%/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 unwilling 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 eighteen (18%) percent or 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 will be modified to current production standards when returned to Seller for any reason if in the sole opinion of Seller such modifications are necessary.
9. **RISK OF LOSS.** The risk of loss of goods or any part thereof shall 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 Seller, 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 to be delivered from stock is subject to prior sale. Deliver 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 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. **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 by Seller, including prevailing 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.
13. **INSPECTION.** Buyer shall inspect the goods immediately upon the 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 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.
14. **PATENTS.** Seller shall hold Buyer harmless, to the extent herein provided against any rightful 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 furnished 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 constitute 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 non-infringing goods 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 in this paragraph provided, Seller makes no warranty that the goods will be delivered free of the rightful claim of any third person by way of infringement or the like and Buyer's remedies will be limited to those provided in this paragraph.
15. **WARRANTIES.** Seller warrants that all equipment, systems, covered by this order will conform with the specifications, drawing 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's entire liability and your exclusive remedy shall be as follows:
- Any remedy published in the warranty and policy statements issued along with the shipment.
  - 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.
  - 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.
17. **CLAIMS OR CONTROVERSIES.** For any claim arising out of the Warranty and policy statement or for any other 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. **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.**
19. **ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owned, or of 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 distributor 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. **SEVERABILITY** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
21. **GOVERNING LAW.** The laws of the State of Michigan govern this Agreement.
22. **WAIVER.** Seller's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms. Conditions or privileges, whether of the same or similar type.

# APPLICATION AND CERTIFICATION FOR PAYMEN

AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

## 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.

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.

1. ORIGINAL CONTRACT SUM \_\_\_\_\_
2. Net change by Change Orders \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \_\_\_\_\_

5. RETAINAGE:
  - a.  $\frac{10}{10}$  \_\_\_\_\_
  - b.  $\frac{10}{10}$  \_\_\_\_\_

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \_\_\_\_\_
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \_\_\_\_\_
8. CURRENT PAYMENT DUE \_\_\_\_\_
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ \_\_\_\_\_

## 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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5202

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO: 0  
APPLICATION DATE:

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

PERIOD TO: 0  
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1									10%
2									\$0
3									\$0
4									\$0
5									\$0
6									\$0
7									\$0
8									\$0
9									\$0
10									\$0
11									\$0
12									\$0
13									\$0
14									\$0
15									\$0
16									\$0
17									\$0
18									\$0
19									\$0
20									\$0
21									\$0
22									\$0
23									\$0
24									\$0
25									\$0
26									\$0
27									\$0
28									\$0
29									\$0
30									\$0
31									\$0
<b>GRAND TOTALS</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#REF!	\$0
								#REF!	\$0

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO: 0  
APPLICATION DATE:

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

Use Column I on Contracts where variable retainage for line items may apply.  
PERIOD TO: 0  
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

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 483, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

## GENERAL INFORMATION:

Date: 7-13-06  
 REQ No.: 28855  
 Specification No.: \_\_\_\_\_  
 PO No.: (if known): \_\_\_\_\_  
 Modification No.: (if known): \_\_\_\_\_  
 Project Description: New SOURCE FOR PARS System At MDW

Contact Person: Denise Hudson  
 Tel: 686 3590 Fax: \_\_\_\_\_ E-mail: A101335@CityofChicago  
 Project Manager: ERIN O'DONNELL  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Previous PO No. (if known): \_\_\_\_\_

## 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
	<u>06</u>	<u>0750</u>	<u>0854</u>	<u>020</u>	<u>5129</u>	<u>0000</u>	<u>220</u>	<u>540</u>		

\*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions, that may apply. Estimated Value \$ 1,600,000.00

## 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 Approvals  Non-Competitive Review Board (NCRB)

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**

**Copy (Department)**

<b>DELIVER TO:</b>  085- O'HARE O'HARE AIRPORT Chicago, IL 60666	<b>REQUISITION:</b> 28855  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 85 - DEPT OF AVIATION <b>PREPARER:</b> Denise Hudson <b>NEEDED:</b> <b>APPROVED:</b> 7/13/2006
--	---

**REQUISITION DESCRIPTION**

New Sole Source for PARCS System at MDW. Cost of \$1,600,000.000  
 SPECIFICATION NUMBER: 49029

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
1	20890	#####	USD	0.00	0.00
New Sole Source For PARCS System at MDW					

**SUGGESTED VENDOR:**

**REQUESTED BY:** Denise Hudson

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	006	0750	0854020	5129	220540	0000	00000000	000000	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>

**REQUISITION TOTAL: 0.00**



City of Chicago  
Richard M. Daley  
Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
21 North LaSalle Street  
Chicago, Illinois 60602  
12-744-4900  
12-744-2949 (TTY)

<http://www.cityofchicago.org>

## 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
- 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
- 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 Friday, 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