

CITY OF CHICAGO
DEPARTMENT OF PURCHASES
CONTRACTS AND SUPPLIES
ROOM 403, CITY HALL, 121 NO. LA SALLE 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 C&S Engineers Inc. for the product and/or services described herein.

This is a request for: _____ (One-Time Contract per Requisition # _____) (copy attached) or 12 month Term Agreement or Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the (Attach List) (Program Name)

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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

Contract # _____ Company or Agency Name: C&S Engineers Inc.
Specification # _____ Contract or Program Description: O'Hare Land Track Database
Mod # _____ (Attach List, if multiple)

Judy Mims x2-1817

Original Name	Telephone	Signature	Department	Date
Indicate SEE ATTACHED in each box below if additional space needed:				
<input checked="" type="checkbox"/> PROCUREMENT HISTORY C&S Engineers served as a sub-contractor to one of the Prime-Contractors for the OMP, Boyle & Assoc. This Database was developed at the direction of the OMP and Boyle & Assoc. and houses data pertaining to land acquisition activities in conjunction with the airport expansion program.				
<input checked="" type="checkbox"/> ESTIMATED COST \$72,000				
<input checked="" type="checkbox"/> SCHEDULED REQUIREMENTS C&S Engineers will provide the services detailed in the SOW, beginning on January 1, 2004 thru December 31, 2004.				
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY Database was developed as a result of acquisition activities conducted on behalf of the OMP. The database contains existing data with criteria that is required to track acquisitions for the expansion program.				
<input checked="" type="checkbox"/> OTHER				

APPROVED BY _____

Department Head
Or Designee

Date

8/6/09

Board Chairperson

Date

DRAFT

APPLICATION SERVICE PROVIDER AGREEMENT

THIS APPLICATION SERVICE PROVIDER AGREEMENT (the "ASP Agreement") is entered into and made effective as of January 1, 2004, by and between C&S Engineers, Inc., a New York business corporation authorized to conduct business in Illinois, and having its principal place of business at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 ("Licensor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Geographic Information Services Division of the Department of Business & Information Services, 50 West Washington, Daley Center, Suite 2700, Chicago Illinois 60602 ("Licensee").

1. Introduction.

a. The City of Chicago has undertaken a modernization program at O'Hare International Airport, which is managed by the City's Department of Aviation. In conjunction with services furnished by it as a consulting professional engineer, Licensor has developed a proprietary computer application (the "Program") named "LandTrack". The Program has been used as part of the on-line, Geographic Information System ("GIS") employed to automate land parcel management in connection with the Airport's program.

b. Pursuant to the terms of an agreement entered into on February 14, 2003, by and between Licensor and Boyle and Associates, Ltd. ("Boyle"), a consultant to the City for the Airport program (the "2003 Agreement"), Licensor customized the Program; delivered the Program to Boyle; and made the Program available to Licensee for use in the Airport program. The 2003 Agreement terminated, effective January 1, 2004.

c. The purpose of this ASP Agreement is for Licensor to continue to provide for the customization of the Program for Licensee according to Specifications (defined below) provided by Licensee; to grant Licensee and the "Authorized Users" (defined below) a license to access and use the Program with the System over the Internet at Licensor's web site ("Web Site"); and to set forth certain other "Services" (as defined herein) that Licensor will provide and perform to and for Licensee and the Authorized Users upon the terms and conditions contained in this ASP Agreement.

2. Specifications. The Scope of Work ("SOW") attached hereto and made a part hereof as Exhibit "A" describes the features, functionality, specifications, and other requirements of and for the customization of the Program for Licensee (the "Specifications").

3. Services. Licensor shall perform and provide the services, tasks, and deliverables described in, and in accordance with, the Specifications (collectively, the "Services"). As part of the Services, Licensor shall: (i) customize the Program and test the System (defined below) in accordance with the Specifications; (ii) periodically deliver to Licensee an up-to-date copy of the automated land acquisition database conforming to the Specifications (the "Database"), such copy to contain such Data (defined below) as shall be input into and then populate the Database from time to time during the Term and any Renewal Term (as defined herein); (iii) install, host, operate, and maintain the System on Licensor's computer servers; (iv) provide Licensee and each Authorized User accessing the Web Site over the Internet for the purpose of managing, acquiring, disposing of, improving, evaluating, and operating land for O'Hare International Airport (the "Purpose"), with on-line, real-time, access and use of the System on the Web Site during the Term and any Renewal Term (as defined herein), and (v) perform and provide user training, System documentation, support services, and the other tasks, services, and deliverables as described in the SOW. Licensor will perform and provide all of the Services to and for Licensee during

the Term and any Renewal Term at and for the fees, prices, rates, and amounts stated in this Agreement, including the Specifications, as adjusted from time-to-time pursuant to Section 9 of this Agreement or as incurred under Section 6 of this Agreement (collectively, "C&S Fees"), and in accordance with the work schedule specified in the SOW.

4. **System.** The System consists of the following components (including all normally scheduled updates to the Program and maintenance of, to, and for the System described in the SOW) as part of a single GIS conforming substantially to the Specifications: (i) the Program, customized as described in the SOW; (ii) the Web Site, as described in the SOW; (iii) the Database; (iv) the data and all other contents populating, comprising, or stored in the Database from time-to-time (collectively, "Data"); (v) Microsoft SQL Server software ("Microsoft SQL Software"); and (vi) the computer server (the "Server").

5. **License.** Subject to Licensee's payment of the Monthly License Fee (defined in Section 9) in accordance with the terms of Section 11 hereof and its compliance with the Scope of Use and Use Restrictions set forth in Sections 7 and 8 hereof (subject to the right to cure set forth in Section 20), Licensor grants to Licensee a non-exclusive, world-wide, royalty-free license to authorize up to 50 Authorized Users to access and use the System during the Term and any Renewal Term for the Purpose (the "License") at and from an unlimited number of sites and devices; provided, however, that the System may not be in concurrent use by more than ten (10) Authorized Users at any particular time. Each of the ten (10) concurrent Authorized Users permitted under the License is referred to individually as a "User License", and Licensee may authorize Licensor to issue up to five (5) additional User Licenses under the License (thus permitting a total of as many as fifteen (15) concurrent Authorized Users to access the System under the License at any particular time), provided that Licensee shall pay to Licensor any out-of-pocket costs incurred by Licensor for any third-party software deemed necessary by Licensor in connection with providing such additional User Licenses. The Monthly License Fee includes the ten (10) User Licenses authorizing concurrent access under the License.

7. **Scope of Use.** Licensee and the Authorized Users shall access and use the System solely for the Purpose. Licensee and the Authorized Users shall not access or use the System to process Data or information unrelated to the Purpose, nor shall they use the System as a service bureau.

8. **Use Restrictions.** Licensee has no right to use the System or access the Web Site except in accordance with the terms of this ASP Agreement and except for its right to access and use, in accordance with the terms of this ASP Agreement, the Database, Data, and Output (as defined in Section 12 below). In using the System or accessing the Web Site, Licensee shall:

a. limit authorized access to the System to only (i) those users whom Licensee, in good faith, believes will access and use the System only for the Purpose, and (ii) such other persons, up to a total of fifty (50), as Licensor may, in its discretion, approve in writing in advance, which approval shall not be unreasonably withheld, denied, or delayed, provided that only ten (10) such persons may access and use the System concurrently ((i) and (ii) being collectively referred to herein as "Authorized Users"). Prior to providing access to the System to Authorized Users who are within its employ or who are independent contractors retained by Licensee, Licensee shall advise such Authorized Users of the Scope of Use and of the obligations of confidentiality set forth in Section 14 below;

b. not cause or authorize any altering, merging, modifying, or adapting of the Web Site, System, or Program, in whole or in part (other than the Licensee Property, as defined in Section 12 below), in any way in violation of the Licensor's proprietary interests therein or of the copyright laws of the United States of America, including, but not limited to, any reverse engineering, de-compiling, disassembling, or otherwise trying to derive or knowingly authorize others to derive, the source code of the computer programs, including the Program, that are part of the System; and

c. not lend, lease, rent, sell, transfer, export in violation of applicable federal law, sublicense, or otherwise copy or distribute copies of the Web Site, System, or Program (other than the Licensee Property), in whole or in part, except as otherwise permitted hereunder, including any screens or graphics of the Web Site, but Licensee may use the Web Site to download, transmit, reproduce, distribute, and print Output or other Licensee Property (including, but not limited to, reports and comparisons) in connection with the Purpose and not for any other use, except as expressly permitted by this ASP Agreement;

d. notwithstanding anything in this ASP Agreement to the contrary, nothing contained herein shall restrict, limit, or deprive Licensee of the right to use, reproduce, disclose, transmit, modify, create derivative works from, distribute (by way of sale, lease, loan, rental, or otherwise), or otherwise exploit any Licensee Property in any manner whatsoever.

9. Term.

a. The term of this ASP Agreement shall begin as of the date set forth above and, unless earlier terminated in accordance with the terms of this ASP Agreement or renewed, shall end on December 31, 2004 (the "Term"). The Term will be automatically renewed for up to nine (9) additional twelve (12) month periods (each, a "Renewal Term") on the terms and conditions contained herein, unless Licensee provides notice to Licensor of its intent not to renew the ASP Agreement at least sixty (60) days before the end of the Term or the then-current Renewal Term. Upon each Renewal Term, Licensor may adjust the Monthly License Fee (as defined herein) not to exceed an amount calculated by multiplying the then-current Monthly License Fees and the then-current Monthly Web Page Hosting Fee by the consumer price index as published in the *Wall Street Journal* on the last Monday of the then-expiring Term or Renewal Term by giving notice of the adjustment to the Monthly License Fees and/or the Monthly Web Page Hosting Fee at least ninety (90) days before the end of the Term or Renewal Term. As used in this Agreement, the term "Monthly License Fee" shall mean the Monthly License Fee amount set forth in the SOW as adjusted from time to time for any Renewal Term pursuant to this Section 9. As used in this Agreement, the term "Monthly Web Page Hosting Fee" shall mean the Monthly Web Page Hosting Fee amount set forth in the SOW as adjusted from time to time for any Renewal Term pursuant to this Section 9.

b. The term of each additional User License beyond the ten (10) included in the License will expire on the date specified for that User License or upon termination or expiration of the ASP Agreement, whichever occurs first.

10. Updates, Maintenance, and Telephone Support

a. Licensor will continue to perform and provide Licensee with the updates, maintenance, and telephone support of, to, and for the System described in the SOW (collectively, "Support") at and for the C&S Fees stated therein. All such Support may, if and to the extent authorized in the SOW, be provided by Licensor through direct, toll-free telephone and/or other Internet electronic communications over the Web Site, unless other arrangements, including payment for services and disbursements, are made and agreed to by Licensor and Licensee in writing before such Support is provided.

b. The Monthly License Fee shall entitle Licensee and the Authorized Users to access and use the System during the Term and any Renewal Term. Except as otherwise provided in this Agreement, including Section 4 hereof, Licensor shall not be obligated to provide any updates, enhancements, modifications, revisions, additions, replacements, or conversions of or to the System. Any updates, enhancements, modifications, revisions, additions, replacements, conversions, or changes of or to the System or any component of the System not contained in the Specifications, including, but not limited to,

any changes, replacements or updates of or to any hardware or third party software that are part of the System, whether requested by Licensee or necessitated by obsolescence, technological enhancements, System performance, or otherwise, are outside of this Agreement and are not covered by the C&S Fees.

c. Support shall be provided via a telephonic Support Help Line as indicated in the SOW. In the event that Licensee notifies Licensor via the Support Help Line of a problem with the System, Licensor shall use commercially reasonable efforts during Support Help Line hours of operation to identify and address the problem promptly, and will, in any event, for any call received from Licensee during the Support Help Line hours of operation, initiate efforts to identify and address the problem within two (2) hours of receipt of notification thereof from Licensee.

d. If Licensee notifies Licensor of a material defect or deficiency in the Program that either renders the System non-operational or that substantially impairs the operation of the entire System, Licensor shall provide Support as required to make the System operational, and shall bear the cost, if any, of any loss, damage, liability, and other expense incurred by Licensee as a result of such material defect or deficiency. In addition, if the material defect or deficiency is not fixed within forty-eight (48) hours of Licensor being given notice, then the portion of the Monthly License Fees due or paid to access the System will be abated or refunded for the period of time beginning upon notice until the defect or deficiency is fixed.

11. Fees, Payment, and Taxes.

a. All C&S Fees and their payment terms are stated in this ASP Agreement, including the SOW, but payment thereof is subject to the terms of this ASP Agreement. Licensor's invoices to Licensee shall include the Monthly License Fee, the Monthly Web Page Hosting Fee, and any other applicable C&S Fee. Licensee shall make payment to Licensor within thirty (30) days of its receipt of Licensor's invoice. The C&S Fees are all-inclusive and constitute payment in full (and Licensor's sole and exclusive compensation) for the Services, including the customization of the Program, and the use of the System during the Term and any Renewal Term.

b. In addition to the C&S Fees due under this ASP Agreement, Licensee shall be responsible for any sales, use, excise, or similar tax, assessment, or duty, which is, in each case, directly imposed upon and measured by Licensee's payments of C&S Fees that Licensor is legally required to collect and pay over to tax authorities, but does not include any income or franchise tax imposed on Licensor ("Licensee Taxes"). If Licensee is exempt from any of the above, it shall provide evidence of such exemption to Licensor upon request. Licensee shall pay, and indemnify and defend Licensor against, and hold harmless Licensor from, any failure by Licensee to pay any Licensee Taxes to Licensor in accordance with this ASP Agreement.

12. Proprietary Rights.

The parties acknowledge that Licensee shall have and retain sole ownership of and title to all Data, the Database, all reports, analyses, and output generated by or from the System (collectively, "Output"), and all patents, copyrights, trademarks, service marks, trade secrets, and other intellectual property rights in or to the Data, Database, and/or Output (collectively, "City Property"), including all copies and derivative works of the Licensee Property developed by Licensee (excluding only the City Property) and including, but not limited to, the Program and Web Site, and further including, without limitation, all copies and proprietary audiovisual aspects of the System (excluding the City Property), and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in or to the System (excluding the City Property), including any derivative works of the System (excluding the City Property) developed by Licensor. Neither Licensee nor the Authorized Users shall, by virtue of this ASP

Agreement or otherwise, acquire any proprietary rights whatsoever in the Web Site or Program, and Licensor shall not acquire any proprietary rights whatsoever in the City Property, by virtue of this ASP Agreement, by embedding, incorporating, or using any City Property in or with the Program or Web Site, or otherwise. Any right in the Program or Web Site not expressly granted by Licensor under this ASP Agreement is expressly reserved by Licensor, and any right in the City Property not expressly granted to Licensor is expressly reserved by Licensee. All City Property developed by Licensor shall be "work(s) made for hire" for City of which City shall be the sole "author", to the maximum extent permitted under all applicable copyright laws. In addition, if contrary to the parties' intent and agreement herein, any City Property is not a "work made for hire" of City, then Licensor shall, and hereby does, sell, assign, transfer, convey, set over, and deliver to Licensee the entire right, title, and interest in and to all such City Property and all copyrights and other intellectual property rights therein and thereto, to be held, used, exploited, and enjoyed by Licensee in its own name for its own use and benefit, and for the use and benefit of its successors and assigns (the "I/P Assignment"). Licensor further agrees to execute and deliver to Licensee, its successors, and assigns, without any further consideration, any and all documents reasonably requested by Licensee, its successors, or assigns (including any additional, separate copyright assignments suitable for registration in the United States Copyright Office) to evidence, confirm, effect, or perfect the I/P Assignment or Licensee's, its successor's, or assign's ownership of the City Property.

13. Trademarks and Trade Names.

Any and all of the service marks, trademarks, and trade names identifying Licensor and/or its services displayed on the Web Site are and shall remain the exclusive property of Licensor. Nothing contained in this ASP Agreement shall be deemed to give Licensee any right, title, or interest in or to any trademark or trade name of Licensor, including, but not limited to, any right to use the service marks, trademarks, or trade name of Licensor. Any and all of the trademarks, trade names, or service marks identifying Licensee, the Database, Data, Output, or any other City Property used or displayed on or with the Web Site are and shall remain the exclusive property of Licensee. Nothing contained in this ASP Agreement shall be deemed to give Licensor any right, title, or interest in or to any trademark, service mark, or trade name of Licensee, including, but not limited to, any right to use the trademarks, service marks, or trade names of Licensee.

14. Confidentiality.

a. Licensor shall keep confidential all City Property, including all Data, the Database, and all Output. Licensor shall not use any City Property for any purpose whatsoever except as is necessary to operate the System and the Web Site hereunder during the Term and any Renewal Term.

b. Licensee shall authorize only the Authorized Users to use the System. Except as otherwise provided in this ASP Agreement, Licensee shall not sell, transfer, or otherwise knowingly make available for access and use any portion of the System to others.

c. Upon receipt of Licensor's reasonable written request, Licensee shall use reasonable commercial efforts to assist Licensor in attempting to confirm and prevent any bona fide, unauthorized use, copying, or disclosure of the System, the Web Site, the Program, the embedded City Property, the City Property, or any of the proprietary algorithms or logic contained in the Program in violation of the terms of this ASP Agreement by an Authorized User who is in its employ or who is an independent contractor retained by Licensee which, in each case, originally obtains access to the foregoing via Licensee's authorization; provided, however, that (i) Licensee shall have no such obligation for any Authorized User that obtains any access or use of the Web Site (A) under a password that Licensee has previously notified Licensor in writing to terminate or disable, or (B) due to Licensor's failure to implement or maintain commercially reasonable security measures, and (ii) the foregoing shall not in any

event require or obligate Licensee to (A) commence, join, or otherwise participate in any litigation, arbitration, or other legal proceeding as a party thereto, or (B) incur any substantial expense not paid by Licensor in advance.

15. Indemnification.

a. Licensee shall indemnify Licensor, its directors, officers, and employees against, and hold them harmless from, any claim, cause of action, suit, demand, judgment, liability, direct damage, cost, or expense (including court costs and reasonable attorneys' and experts' fees), to the extent arising out of or related to a third-party claim for damage to tangible or intangible property, or bodily or personal injury, resulting from or arising out of any breach or violation by Licensee or any negligent or intentionally wrongful use of the System or any part of the System in violation of the terms hereof by Licensee or any Authorized User who is in Licensee's employ or who is an independent contractor retained by Licensee, which, in each case, originally obtains access to the System via Licensee's authorization.

b. Licensor will indemnify and hold Licensee and its directors, officers, and employees harmless from and against any claim, cause of action, suit, demand, judgment, cost, or expense (including court costs and reasonable attorneys' and experts' fees) to the extent arising out of: (i) a claim by a third party that the Program, Web Site, Database (except to the extent caused by the Data), or the Services (including Licensor's assignment of the Microsoft SQL Software License to City under Section 20(c)), or Licensee's or any Authorized User's authorized access to or use of the Program, Web Site, Database (except to the extent caused by the Data), or Services infringes upon, misappropriates, or otherwise violates any third party's trademark, service mark, patent, trade secret, copyright, or other proprietary right (each, a "Proprietary Rights Infringement"); or (ii) any negligent or intentionally wrongful use of City Property or any part of the City Property in violation of the terms hereof by Licensor or any individual who is in Licensor's employ or who is an independent contractor retained by Licensor, which, in each case, originally obtains access to the City Property via Licensor's authorization. Additionally, in the event of any Proprietary Rights Infringement, Licensor agrees to (1) modify the Program, Database, or Web Site so as to become non-infringing at no additional cost to Licensee without materially degrading or altering its functionality, performance, or compatibility; or (2) obtain the right for Licensee and the Authorized Users to access and use the Program, Database, and/or Web Site at no additional cost to Licensee; or, if (1) and (2) is impossible or commercially impracticable for Licensor and further provided that Licensor has permanently discontinued all marketing, sale, licensing, and distribution of the infringing component of the System, then (3)(i) if such determination is made by Licensor prior to providing Licensee an access code and a password enabling Licensee to permit Authorized Users to access and use the Program on the Web Site in a live production environment, provide a refund to Licensee of all C&S Fees paid by Licensee to Licensor, or (ii) if such determination is made by Licensor after providing Licensee an access code and a password enabling Licensee to permit Authorized Users to access and use the Program on the Web Site in a live production environment, provide a refund to Licensee of all Monthly License Fees actually paid by Licensee to Licensor during the preceding twelve (12) months.

16. System Warranty.

a. Licensor warrants that the System will operate in substantial conformity with the Specifications and will not contain any code intentionally designed to impair the System or corrupt the data (the "System Warranty"), provided that Licensee has not altered any portion of the System in violation of the terms of this ASP Agreement ("Unauthorized Alteration"), and provided further, however, that the addition, insertion, deletion, replacement, and substitution of Data in, from, and/or to

the Database by Licensee or any Authorized User shall not constitute an Unauthorized Alteration hereunder.

b. If Licensor fails to remedy a non-conformity within fifteen (15) business days from Licensee's notice to Licensor of the non-conformity, then Licensee may terminate this Agreement without further liability and Licensor's sole obligation or liability under the System Warranty is to provide a full refund of all C&S Fees under this contract through the date of the termination and to bear all costs, if any, of any loss, damage, liability and other expense incurred by Licensee as a result of the breach of the System Warranty.

17. **Compliance with Law.** Licensor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local, and city governments applicable to the performance of Licensor's services hereunder, including all requirements of the "Lobbyist Registration Act" of the State of Illinois and laws, ordinances, and regulations prohibiting discrimination in the employment of employees; prohibiting collusion with, or bribery of, government officials; and the Aviation Security Improvement Act of 1990 (P.L. 101-604).

18. **Disclaimer of Warranties.** THE WARRANTIES SET FORTH IN THIS ASP AGREEMENT ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES MADE BY LICENSOR HEREUNDER. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION THAT THE SYSTEM, INCLUDING THE PROGRAM AND/OR THE SERVICES, WILL MEET LICENSEE'S REQUIREMENTS NOT CONTAINED IN THE SPECIFICATIONS OR THAT THE OPERATION OF THE SYSTEM, INCLUDING THE PROGRAM, AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE SYSTEM, INCLUDING THE PROGRAM, IF ANY, WILL BE CORRECTED. LICENSOR ALSO MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF ANY DATA AND/OR INFORMATION PROVIDED BY LICENSEE OR ANY OF ITS AUTHORIZED USERS. THE USE OF ANY SUCH DATA OR INFORMATION WILL BE AT LICENSEE'S OWN RISK UNLESS SUCH DATA IS ALTERED OR CORRUPTED THROUGH LICENSOR'S GROSS NEGLIGENCE OR INTENTIONAL ACTION.

19. **Limitation of Liability.**

a. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTIONS 10, 15 AND 16, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOST PROFIT, AND LOSS OF GOOD WILL) AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL SUCH LIABILITY, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR OTHERWISE.

b. IN ANY EVENT, BUT SUBJECT TO THE EXCEPTIONS SET FORTH IN THE LAST SENTENCE OF THIS SECTION 19, THE AGGREGATE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE LAST TWELVE (12) MONTHS OF THE C&S FEES UNDER THIS AGREEMENT PAID OR DUE TO LICENSOR BY

LICENSEE FOR THE TERM OR RENEWAL TERM IN WHICH THE LIABILITY AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE HEREUNDER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO ANY INDEMNITY GIVEN BY LICENSOR UNDER SECTION 15b OR TO ANY LIABILITY FOR COSTS PURSUANT TO SECTIONS 10d AND 16.

20. Termination.

a. Notwithstanding the Term and any Renewal Term pursuant to Section 9 hereof, but subject to Licensee's right to any applicable notice and opportunity to cure provided in this Section 20, Licensor shall have the right to terminate this ASP Agreement, including the License and any User Licenses, upon (i) Licensee's failure to make any payment to Licensor in accordance with the terms of this ASP Agreement including, Section 11(a) hereof; or (ii) the material breach of any obligation under this ASP Agreement by Licensee or any Authorized User(s) (the "Breaching Users"). If Licensee fails to pay any of the C&S Fees within (45) days of receiving Licensor's invoice therefore, then Licensor shall provide Licensee with notice of failure to pay. If Licensee has not made payment within ten (10) days of the date of Licensee's receipt of such notice, then Licensor may terminate this ASP Agreement and any License granted hereunder upon written notice. In the event of Licensee's breach of the obligations set forth in Section 7 or Section 8 hereof, or involving action or inaction adverse to Licensor's confidential information or proprietary rights by Licensee or an Authorized User, Licensor shall provide Licensee with notice of such breach. If Licensee has not cured such breach within five (5) days after receipt of such notice, then Licensor may immediately terminate this ASP Agreement or, at its option, suspend or terminate any License, including access to the Web Site and to the System, and without refund of any C&S Fees. In the event of a material breach by Licensee or any Authorized User of any other obligation of Licensee hereunder, Licensor shall provide Licensee and such Breaching Users (if applicable and if known to Licensor), with notice of such material breach, identifying in reasonable detail the breach. If Licensee has not cured such material breach within thirty (30) days after notice of such other material breach has been received by Licensee, Licensor may at its election, effective immediately upon written notice to Licensee and (if applicable and known to Licensor) the Breaching Users, terminate this ASP Agreement, including the License and any User Licenses, and/or terminate the License and any User Licenses with respect to the Breaching Users, including access by the Breaching Users to the System and all other license rights granted to Licensee with respect to such Breaching Users, without further notice to Licensee, and without refund of any C&S Fees paid by Licensee for the Breaching Users for the Term. Upon any such termination of this ASP Agreement, both parties shall perform their respective obligations under Section 20(c). Nothing herein shall impose any liability or responsibility upon Licensee for any breach, act, or omission of any Breaching User who is not (i) employed or authorized by Licensee, or (ii) authorized by Licensee to commit such material breach hereof.

b. Upon any termination, completion, or expiration of this ASP Agreement whatsoever (each, a "Termination"), and provided that all undisputed payments have been made to Licensor in accordance with Section 20(c), Licensor shall, for no additional consideration: (i) deliver a complete, accurate, up-to-date copy of the Database (in SQL format) directly to licensee on CD-ROM, (ii) sell, convey, and deliver the Server directly to Licensee, free and clear of any and all liens, as set forth in the SOW, (iii) assign and deliver the Microsoft SQL Software License directly to Licensee, and (iv) destroy and purge all other copies (including computerized back-ups) of the Database, Data, or Output then in Licensor's possession, custody, or control, except for any copy installed on the Server to be delivered to Licensee. Licensor shall not have, claim, or retain any right, title, or interest whatsoever in or to the Data, Database, Output, Server, or Microsoft SQL Software on or after any Termination.

c. In the event of any Termination by Licensee other than for Licensor's material breach of this ASP Agreement, Licensee shall pay Licensor in accordance with the ASP Agreement for any applicable outstanding Monthly License Fees and Monthly Web Page Hosting fees that have accrued and for Services performed and expenses incurred by Licensor up to and including the date of Termination. Licensor shall make no other claim against Licensee for additional compensation by reason of such Termination.

d. Upon any termination or expiration of this ASP Agreement, the rights and obligations of the parties shall cease, except for those under Sections 12-16 (inclusive), 18, 19, and 21(f), and any other rights or obligations of the parties under this ASP Agreement that by their very nature or terms would survive such termination or expiration.

21. Miscellaneous.

a. **Entire Agreement.** As used herein, the "ASP Agreement" means, incorporates, and consists of, collectively: (i) Sections 1 through 21 hereof, inclusive and (ii) the SOW (including Exhibits A. This ASP Agreement (as defined above), when signed by both parties, evidences the complete, final, and sole understanding and agreement of the parties with respect to its subject matter. This ASP Agreement supersedes and merges all previous proposals of sale, communications, representations, understandings, and agreements, whether oral or written, by either party or any other person or entity with respect to its subject matter. This ASP Agreement may not be modified except by a writing signed by authorized representatives of both parties. Each party acknowledges that the other party has entered into this ASP Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages, and the indemnification obligations set forth in this ASP Agreement, and that the same form an essential basis of the bargain between the parties.

b. **Force Majeure.** The unavailability of the Web Site shall be excused, and Licensor shall not be liable or responsible if the availability of the Web Site is adversely affected or caused, by unforeseeable factors beyond Licensor's reasonable control, including, but not limited to, acts of God, shortages of materials, supplier, or other resources (including, without limitation Internet blackouts and brownouts, loss of Licensor's utility services, and failure of third-party software or servers), war, riots, embargoes, civil emergencies, strikes or other labor difficulties, sabotage, casualties, acts of nature (including flood, blizzard, or earthquake), or other such occurrences (each such event, to the extent unforeseeable and beyond Licensor's reasonable control, an "Event of Force Majeure"). If unavailability of the Web Site because of any Event of Force Majeure lasts more than five (5) business days, then Licensee may terminate this ASP Agreement.

c. **Further Assurances.** Licensor shall, at any time and from time-to-time, complete, execute, and deliver to Licensee all forms required by the Licensee and any other documents reasonably requested by Licensee to effectuate the terms of this ASP Agreement.

d. **Assignment.** Licensee may, at any time, assign, delegate, or otherwise transfer the License and User Licenses and any of its rights, title, interests, and obligations under this ASP Agreement, in whole or in part, to Licensee's respective agents or subcontractors, without the prior written consent of Licensor. Licensor may assign this Agreement and shall give notice of any such assignment to Licensee. Upon any assignment of any License, Licensee shall remain liable to Licensor for payment and performance of and under each License accruing prior to such assignment, but Licensee shall not be liable or responsible for payment or performance of any further liabilities, obligations, or C&S Fees accruing thereafter for, under, or in respect of such assigned License.

e. **Notice.** Any notice to be provided by one party to another pursuant to the terms of this ASP Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt by any "Contact Person" for the party, as designated below; (ii) if mailed, four (4) days after deposit in the U.S. mails, first-class postage prepaid, certified mail, return receipt requested, to the address of the receiving party set forth at the beginning of this ASP Agreement; and (iii) if by courier or delivery service, on the last date specified by the courier/delivery service for delivery to the address of the receiving party set forth at the beginning of this ASP Agreement. Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above. For purposes of this ASP Agreement, failure or refusal to accept receipt of any notice shall constitute receipt nonetheless.

f. **No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for in this ASP Agreement shall not be deemed a waiver of any other right related to this Agreement.

g. **Enforceability.** If for any reason a court of competent jurisdiction finds any provision of this ASP Agreement, or portion of it, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this ASP Agreement shall continue in full force and effect.

h. **Remedies.** Unless otherwise specified in this ASP Agreement, the rights and remedies of both parties set forth in it are not exclusive and are in addition to any other rights and remedies available to them at law or in equity.

i. **Headings.** The headings of the sections of this ASP Agreement are inserted for convenience only and shall not constitute a part of this ASP Agreement or affect in any way the meaning or interpretation of this ASP Agreement.

j. **Independent Contractors.** The parties are independent contractors. Each party shall be solely responsible for its own acts and omissions in accordance with the terms of this Agreement, and neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent acts or omissions.

k. **Authorized Representative.** Both the respective party and the person who signs this ASP Agreement for the party represents that such person is a representative of the party and is authorized to sign this ASP Agreement on the party's behalf, and that, upon such person's signature for the party, this ASP Agreement will be binding upon and enforceable against the party in accordance with its terms.

l. **Choice of Law.** The terms and provisions of this ASP Agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois.

The parties' assent to this ASP Agreement as of the date first set forth on the first page of this ASP Agreement is established by the following signatures of their authorized representatives.

C&S ENGINEERS, INC.

CITY OF CHICAGO

By:  By:  _____

Name: Ronald L. Peckham

Name:

Title: Senior Vice President

Title: Executive Director

O'Hare Modernization Program

Date: July 8, 2004

Date: July __, 2004

Contact Person: Abeer Khatib

Contact Person: Molly Mangan

Exhibit A
ASP Agreement
Made as of
July 1, 2004

Scope of Work
LandTrack
O'Hare Land Acquisition Parcel Management System

Date: July 1, 2004

Background:

Per agreement dated February 14, 2003 and signed between C&S Engineers, Inc. (C&S) and Boyle and Associates, Ltd., "LandTrack" was customized for the purpose of the Land Acquisition Program for Chicago O'Hare Airport (O'Hare). Per agreement, C&S provided the City of Chicago (the City) and its Authorized Users (as defined in the agreement) with access to the non-exclusive proprietary program via an Internet connection.

The City wants to continue to utilize the GIS-based parcel management system developed by C&S for the term of the attached ASP agreement. C&S will extend the license of its non-exclusive proprietary software program for a term of 12 months and will provide additional customization as detailed below.

Article I. Overview

Database Setup – C&S provided the City and its Authorized Users with a non-exclusive license of its Land Acquisition Application for the purposes of the monitoring, tracking and reporting the progress of the program and such other applications as are permitted by the Purpose. C&S will continue to provide real-time access to the data of the Land Acquisition Application and daily backup and maintenance of the database remotely.

The City and its Authorized Users will continue to access LandTrack to generate reports, query data, log communications, mail merge letters and monitor the progress of the program.

ASP Agreement – This scope of work is subject to (and forms a part of) the ASP Agreement executed between C&S and the City, made effective as of January 1, 2004.

Software - Beyond what is normally needed to operate an Internet browser running on a Windows 98 or higher operating system with cookies enabled, no specialized software will be required by the users to enable use of "LandTrack".

Hardware - No hardware will be provided to the City as part of the Lump Sum Fee for the scope of work. All the data will reside at C&S 's office in Syracuse, New York.

Data – If either party terminates the ASP Agreement, or if the ASP Agreement expires, C&S will provide the City or its designated representative with a copy of the database files only and not a copy of C&S's non-exclusive proprietary program. The Data and the Database are owned by the City, and C&S will provide the City with the data upon the expiration of the ASP Agreement or upon termination of the ASP Agreement contract by either party. A SQL backup

of the Database will be provided to the City Agency or its designated representative and/or tables exported into MS Access.

Internet Access – System users must have acceptable Internet access and Internet browser enabling use of the Land Acquisition Application, which requires a minimum of 56-KB modem or preferably access to a T1 phone line, due to the fact that maps usually need more resources to process and display. The Application will continue to be hosted at C&S' office in Syracuse NY and will allow simultaneous users to access and update the data.

Availability of the System - C&S will continue to have the system up and running 24 hours a day. C&S will have phone support from 7 a.m. to 4 p.m. Central Time, Monday through Friday, except national holidays.

Security - The Application is accessible to Authorized Users and it has three built-in levels of security. Levels vary from read-only to administrative.

Article II. Specifications and Fee Breakdown – The following are lists of tasks to be performed, and payment to be made therefor, in accordance with the ASP Agreement:

Task –1: Miscellaneous Customization (Lump Sum Fee)

Task #	Task	Fee	Description
1	Miscellaneous Customization		
1-1	Add "Mixed Use Classification" under 'Status' in the Parcel tab		
1-2	Add "Date of Filing" column to the Condemnation Status Report.		
1-3	List all PDF reports separately by NW and SW.		
1-4	Add additional fields to the parcel, owner and tenant tabs to reflect the Business and Residential Questionnaire.		
1-5	Add a field for "Negotiation Date" under the Settlement tab.		
1-6	Reduce space used on top portion of the screen to allow tab's data to be more viewable.		
1-7	Percentage of acreage acquired? Totals and sub-totals by NW and SW.		
		\$ 3,000.00	

Task – 2: Modify Statistics (Lump Sum Fee)

Task #	Task	Fee	Description
2	Statistics – add the ability to obtain percentage for the NW and SW from various fields		Have a separate Task Statistics for the Owner/Tenant level. 1. User will select area (NW/SW); 2. User selects nonresidential, residential or both; 3. User selects whether Date Vacated is filled in or not. Returns percentage results. 4. User can select roads from the dropdown menu
2-1	Percentage on businesses vacated?		
2-2	Percentage on residential units relocated		
2-3	Percentage of acreage acquired? Totals and sub-totals by NW and SW.		
2-4	Percentage of total businesses in area by roads?		
		\$ 7,800.00	

Task – 3: Query (Lump Sum Fee)

Task #	Task	Fee	Description
3	Implement custom dynamic Query Tool		Allow user to list, sum, count and filter from fields agreed upon on each tab. Each query generated can also be saved and run in the future use.
	Total Task # 3 =	\$ 24,000.00	

Task – 4: Expenses (Lump Sum Fee)

Task #	Task	Fee	Description
4	Tracking expenses (checks)	\$ 12,000.00	This utility will allow the users to enter expenses for each individual owner and tenant. The fields will include check payable to, date requested, date dispersed, check # and date prepared, amount and notes.
Total Task # 4 =		\$ 12,000.00	

Task – 5: Monthly licensing and hosting fee (Monthly fee)

The licensing fee will cover the following tasks: Hosting, monitoring, and maintenance of "LandTrack", 7:00 a.m. - 4:00 p.m. Central Time (Mon. – Fri.) phone support, daily back-up, and maintenance of the Database, maintaining passwords and user ID's, and monthly database backup copies.

Task #	Task	Fee	Description
5	Monthly licensing and hosting fee (\$2,100 per month for the period 1/1/04 - 12/31/04)		
Total Task # 5 =		\$ 25,200.00	

Costs are projected, based on information provided to C&S by City staff.

Total Lump Sum Tasks = \$46,800.00
 Total Monthly Fees = \$25,200.00
Total Contract Amount = \$72,000.00

Additional Services:

C&S will perform additional "on-call" services if needed under the ASP Agreement at hourly rates. C&S must receive written authorization from authorized City staff before performing any additional "on-call" service.

Hourly Billing Rates:

The following are the agreed upon hourly billing rates for on-call services.

Title/ Year	2004	2005
Principal in Charge	\$195	\$205
Project Manager	\$145	\$155
Senior Programmer	\$112	\$118
Network Engineer	\$110	\$116
Programmer	\$86	\$92
GIS Specialist	\$80	\$85

GIS Technician	\$72	\$76
Graphics Designer	\$74	\$78
Administrative Assistant	\$63	\$67

Invoicing:

- a. **Monthly licensing and hosting fee (Task # 5)**

C&S will invoice the City monthly on the first day of the month.

- b. **Lump Sum Fee (Tasks #'s 1, 2, 3, and 4)**

C&S will invoice 20% of the Lump Sum Fee as soon as ASP Agreement is executed by the City, and an additional 60% will be invoiced upon delivery. The remaining 20% will be invoiced one month after completion of all Tasks.

- c. **Additional "On-call" Tasks (Cost Reimbursement + Expenses)**

C&S will invoice the City monthly, using the rates set forth above, for the actual hours expended and expenses incurred in performing any authorized additional "on-call" task.

Delivery:

C&S will strive to deliver Tasks #'s 1, 2, 3 and 4 within five (5) weeks from the date it is authorized to proceed.

END



City of Chicago
Richard M. Daley, Mayor

O'Hare Modernization Program

Rosemarie S. Andolino
Executive Director

8755 West Higgins Road
Suite 610
Chicago, Illinois 60631

(773) 243-8545
(773) 243-8537 (FAX)

30 North LaSalle Street
Suite 1230
Chicago, Illinois 60602

(312) 742-6367
(312) 742-9637 (FAX)

<http://www.ohare.com>

August 5, 2004

Eric J. Griggs, Chief Procurement Officer
Department of Procurement Services
City Hall—Room 403
121 N. LaSalle Street
Chicago, Illinois 60602

Subject: Minority Business Enterprise Participation
Request for No Stated Goals

Re: C & S Engineering Inc.
Program Consulting Services
O'Hare Modernization Program

Dear Mr. Griggs:

I am writing on behalf of the O'Hare Modernization Program to request that the above referenced professional services agreement include no stated goals for the participation of Minority Business Enterprises (MBEs).

The contractor, C & S Engineering Inc., is located in Syracuse, New York, and will be performing their services exclusively there. Services required under the proposed agreement are to be performed through use of the internet by the City of Chicago into the C & S Engineering data base as specified in the contract. This will preclude any MBE/WBE/DBE local participation.

Your consideration of this request is greatly appreciated. If any additional information is required please call me at (773) 243-8578.

Sincerely,

Rosemarie S. Andolino
Executive Director

cc: Thomas Crothers
Teresa Rodriguez
Aurelio Garcia
Robert Pike



CITY OF CHICAGO ALL PURPOSE REQUISITION FORM

DEPT USE 1

DEPT USE 2

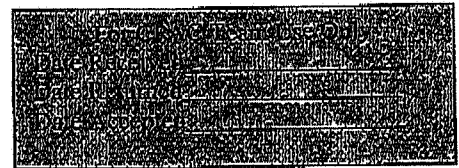
LINE	FUND	COMMODITY CODE	SYS CODE	ITEM/DESCRIPTION	CATALOG NAME#	CATALOG DATE	CATALOG PAGE	CATALOG TERMPART #	UNIT PRICE	UNIT OF MEASURE	QUANTITY ORDER	RCVD	TOTAL PRICE
				C & S Engineering					\$72,000.00		1	1	\$72,000.00
COMMENTS:													

8/3/2004	BUREAUDIVISION OMP	SHIP CODE	SHIP TO: 8755 West Higgins Road, Suite 610, Chicago, IL 60631											DATE NEEDED
ATTENTION: Teresa Rodriguez DESCRIBE AND JUSTIFY GOODS OR SERVICES, OR ENTER CATALOG INFORMATION														
CHECK OR COMPLETE ALL THAT APPLY PARTICIPATING TAX														
NEW TAX OR CONTRACT SOLE SOURCE														
PURCHASE ORDER CONTRACT AMENDMENT														
DIRECT VOUCHER EMERGENCY REQUEST														
7-DAY BID RESTRICTED														

FY	LINE	FUND	DEPT	ORGN	APPR	ACTY	ORLT	PROJECT	RP1G	DOLLAR AMT.	PAGE TOTAL
00		88	85	2015	8000		8000	018050		\$72,000.00	\$72,000.00
GRAND TOTAL (ALL PAGES)											\$72,000.00

VENDOR INFORMATION COMPANY NAME: C & S Engineers Inc. ADDRESS: 499 Col. Ellen Collins Blvd. Syracuse, N.Y. 13212 VENDOR CODE: _____ REP/PHONE: _____													
BUREAUDIVISION INFORMATION APRR PREPARED BY: Teresa Rodriguez ADDRESS: 8755 West Higgins Road, Suite 610, Chicago, IL 60631 DATE: _____ PHONE: (773) 243-5779 Rosemaria S. Andolino, Executive Director DATE: _____ PHONE: (773) 243-5779													

CPAC PROJECT CHECKLIST



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

PROJECT

Date: 7/12/04
ID No (Spec. RX. Project): _____
Department: Aviation
Bureau: OMP
Contract No (if known): _____
Project Title/Description: Other Grand track Database

Contact Person: Aurelio Garcia
Tel: 243-8557 Fax: 243-8559 E-mail: aurelio.garcia@cityofchicago.org
Project Manager: Teresa Rodriguez
Tel: 243-8579 Fax: 243-5413 E-mail: teresa.rodriguez@cityofchicago.org
Estimated Value \$ 72,000.00

SCOPE STATEMENT

attached is a detailed scope of services and/or specification

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

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

TYPE OF PROCUREMENT REQUESTED (check all that apply)

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

FORMS

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

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

FUNDING

City: Corporate Bond Enterprise Grant* Other _____
State: IDOT/Transit IDOT/Highway Grant* Other _____
Federal: FHWA FTA FAA Grant* Other _____
Funding Strip(s): _____

* Attach copy of any applicable grant agreement terms and conditions

TIME FRAME

Date Needed: _____ Requested Contract Term (y/m/d): _____

PRE BID/SUBMITTAL REQUIREMENTS

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



CPAC PROJECT CHECKLIST

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

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

Risk Management

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

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

Pre-Qualification Category No. _____ Category Description: _____

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

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

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

Risk Management:

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

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

Will work be performed airside? Yes No

CAPITAL EQUIPMENT (VEHICLES) SUPPLEMENTAL CHECKLIST

Required Attachments:

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

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

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer; or Dealer; or Other Source: _____)

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

Form F-10 or other authorization document

Any other exhibits and attachments

COMMODITIES SUPPLEMENTAL CHECKLIST

Required attachments:

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

Any other exhibits or attachments

CONSTRUCTION SUPPLEMENTAL CHECKLIST (LARGE & SMALL)

Required attachments: Copy of Draft (80% Completion)

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

Risk Management

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

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



CPAC PROJECT CHECKLIST

DELEGATE AGENCY SUPPLEMENTAL CHECKLIST

Required attachments:

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

Other Attachments (please submit all that apply)

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

Does program require Executive Order 91-1 clearance? Yes No

Is boilerplate from Law available or in production? Yes No

Would your department benefit from technical assistance? Yes No

HARDWARE/SOFTWARE SUPPLEMENTAL CHECKLIST

ITSC (approved by BIS)

OBM (approved by Budget form/memo)

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

Grant document attached

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

Detailed scope of services as described on page 1.

The Schedule of Compensation

Deliverables

Request for individual contract services (if applicable)

The appropriate EPS form

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

Has the project been reviewed by DGS? Yes No

Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.

Does the project include software? Yes No

If yes, is signed ITSC form attached? Yes No

Does the location involve:

A public way? Yes No

Any concession in the City's facilities? Yes No

Is it anticipated City Council approval of the project or contract will be required? Yes No

CPAC PROJECT CHECKLIST

SMALL ORDERS SUPPLEMENTAL CHECKLIST

Yes No

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

ATTACHMENT REQUIRED FOR EACH SMALL ORDERS PROCUREMENT TYPE

(Check Appropriate Group)

1. ONE SHOT (PN)

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

3. EMERGENCY CONTRACT

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

4. TELEPHONE/FAX BIDS

- YES () NO () Justification Letter

2. SOLE SOURCE REQUIREMENTS

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

WORK SERVICES & FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, contract term and extension options, contractor qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and price lists, catalogs, technical drawings and other exhibits and attachments as appropriate.

Risk Management

- Will services be performed within 50 feet of CTA train or other railroad property? ___Yes ___No
- Will services be performed on or near a waterway? ___Yes ___No
- Will services require the handling of hazardous/biowaste material? ___Yes ___No
- Will services require the blocking of streets or sidewalks in any way?
Which may affect public safety? ___Yes ___No