



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department Planning & Development	Originator Name Paul Imparl	Telephone (312)742-0844	Date 8/8/2016 Rv 3/8/17	Signature of Application Author
Contract Liaison Leonard Obilor	Email Contract Liaison leonard.obilor@cityofchicago.org	Telephone (312) 744 4773		

List Name of NCRB Attendees/Department	
Paul Imparl	DPD
Christopher Jang	DPD
Peter Murawski	DPD
Leonard Obilor	DPD

Request NCRB review be conducted for the product(s) and/or service(s) described herein.
Company: CoStar Realty Information, Inc.

Contact Person: Anwar Ali	Phone: (312) 550-1341 cell	Email: aali@costargroup.com
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Project Description:
Online Real Estate information retrieving license which grants designated licensees access and shows available commercial properties that may be used for economic development, TIF and business development real estate related deals, including but not limited to property dispositions and acquisitions within the City of Chicago. Vendor will maintain software platform and provides access through monthly license subscriptions for users accessibility.

This is a request for: <input checked="" type="checkbox"/> New Contract	<input type="checkbox"/> Amendment / Modification
Contract Type <input checked="" type="checkbox"/> Blanket Agreement Term: <u>60</u> (# of mo) <input type="checkbox"/> Standard Agreement	Type of Modification <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change Contract Number: _____ Specification Number: _____ Modification Number: _____

Department Request Approval	Recommended Approval
DEPARTMENT HEAD OR DESIGNEE <u>DAVID L. REIFMAN</u> PRINT NAME	BOARD CHAIRPERSON <u>Rich Butler</u> PRINT NAME
<u>3/8/17</u> DATE	<u>3-13-17</u> DATE

(FOR NCRB USE ONLY)	
Recommend Approval/Date:	<u>3-13-17</u>
Return to Department/Date:	_____
Rejected/Date:	_____

Approved Rejected

CHIEF PROCUREMENT OFFICER

3/14/17
DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

DPD has been a long time user of CoStar Realty Information, Inc. services. Their services are necessary to the TIF, Economic Development and Business Development divisions for finding commercial real estate properties suitable for TIF, business and economic development projects for the City of Chicago. The Department of Planning and Development (DPD) and Finance Department once had a sole source professional service contract which was not extended or replaced upon expiration on 12/15/2014. Finance has determined that professional contract was no longer applicable and no replacement contract was necessary, since procurement of license subscription should be made through an Exhibit A. Upon second review by Finance Department (Jason Yost and Carol Hamburger) in collaboration with Department of Procurement (Richard Butler), DPD was recommended to reconsider professional service contract for this critical need. As a result, DPD is submitting an NCRB application to request an approval for a non-competitive bid process.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

It is a continuation of previous procurement. DPD has been using the CoStar Realty Information, Inc. license subscriptions services for many years; however, the licenses were shared under a contract that was previously held and led by the Department of Finance (DOF). In December of 2015, DOF decided to drop this service they secured alternative method for their needs. Thus, DOF no longer use CoStar Realty Information, Inc.'s service and will not renew the license subscription contract as well. DPD now needs to establish a contract with CoStar Realty Information, Inc. so that license subscription services will continued.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted.)

DPD searched for alternative software platform or license subscriptions that should be compatible with DPD programs and information needs. DPD staff who uses the information for program activities were involved with the search. Two vendors' software platforms services were examined and none were compatible or match our user needs. That is, the contain of information provided on those electronic software were not sufficient enough.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

Search conducted by 2 program users, Christopher Jang (Economic Development Division) and Christopher Stark (TIF Administration). Each performed extensive review of the First American Title services which were deemed incompatible with their needs. Also reached out to former CoStar Realty Information, Inc. users to see if they knew of any services comparable to which were provided by CoStar Realty Information, Inc.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

DPD will continue to avaiuate any alternative software that we may become aware of in the future for other procurement methods. Otherwise, DPD will continue to use CoStar Realty Information, Inc. for the services. This is because Costar is currently the vendor that provides the best and appropriate match to our program needs.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Not Possible at this point unless there is a vendor that can provide exactly the same service as CoStar Realty Information, Inc. suites.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

Estimated cost for this contract is \$90,972 per the 3 years or 36 months; plus 24 months and additional dollar.

Funded through Corporate Fund. That is: 17.0100.542005.0149.220149

2. What is the estimated cost by fiscal year?

\$30,324.00 per year

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimates, etc.)

The cost was based on a negotiated quotation from the vendor. Cost was reasonably negotiated and vendor was able to lower original price quoted from \$3,525.02 per month to accept the price of \$2,527 per month. This translates to a savings of \$11,976.24 per year and approximately, \$35,928.72 for the 36 months. Please see attached quotes.

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.

No; Does not apply (N/A)

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

Cost was reasonably negotiated and vendor was able to lower original price quote from \$3,525.02 per month to the accepted price of \$2,527 per month. This translates to a savings of \$11,976.24 per year and approximately, \$35,928.72 for the 36 months.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

Numerous telephone conversations and email correspondence.

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.

N/A

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

Monthly license subscriptions at \$2,527.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Without access to CoStar Realty Information, Inc., DPD would have no alternative resource that can provide the range of accurate and industry trusted information in a comprehensive and cost effective manner. The types of research for which TIF Admin uses CoStar Realty Information, Inc. does not have an easily replaced alternative that has been identified. It's loss would be highly detrimental to DPD providing the most accurate underwriting and continuous monitoring for agreements.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

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, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

Service limited to license subscriptions only.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Unknown

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

Vendor maintains required staff of specialized skills as necessary to upkeep the license suites and platform services for its proprietary system.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

See information on #3 above

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?

Able to provide broad spectrum of commercial real estate property information and special database maintenance which are accessible to users or licensees.

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, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

License subscription provides DPD staff with retrieveable information that are usefull to TIF, business, economic development and real estate projects. Staff is able to access commercial property data and analysis as relivant to close deals and conclude agreements as necessary; verify property information and related data.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Yes , technical data and proprietary information on commercial properties including sales price, comparables and other prominent features.

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 a letter from manufacturer on company letterhead.

No replacement parts apply. Vendor is the sole owner and operator of its system and provides license subscription opportunities to its cleints based on license contract..

MBE/WBE COMPLIANCE PLAN

Waived per vendor request and justification. CoStar Realty Information, Inc. has requested for a no stated goals of 25% MBE and 5% WBE compliance plan. In their waiver request for the MBE/WBE requirements, CoStar Realty Information, Inc. referenced impracticality as one of the basis for justifications. CoStar Realty Information, Inc. provides an online database of information which does not allow any room for secondary or subcontracting need, as such, that results impractical state to involve another vendor including minority and/or women owned enterprises. CoStar Realty Information, Inc. is unable to identify appropriate MBE/WBE to supplement for any part of the proprietary services so provided on its system platform descriptions. The Department of Planning and Development is in concurrence with



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CoStar Realty Information, Inc.'s justifications and hereby requests for the requested MBE/WBE requirement waiver. DPD is cognizant of the City's stated goals requirements and will continue to request compliance on other projects.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. 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. For Amendments, Modifications, 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.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

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 sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
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, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., 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, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences 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 of a highly specialized nature which is vital to the job?
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, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
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 on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.

Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 3/8/2017 RFQ# 5238

Department Name: **PLANNING AND DEVELOPMENT**

Requisition No: 129932 Specification No: 264587

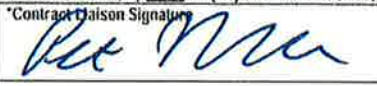
PO No: 51595 Modification No: N/A

Contract Liaison: **SONIA GARCIA**
Telephone: (312) 744-6135
Email: sonia.garcia@cityofchicago.org

Project / Program Manager: **PAUL IMPARL**
Telephone: (312) 742-0844
Email: paul.imparl@cityofchicago.org

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) **Funding**: Attach information if multiple funding lines; 2) **Individual Contract Services**: Include approval form signed by Department Head and OBM; 3) **ITGB**: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

*By signing this form, I attest that all information provided is true and accurate.

Contract Liaison Signature: 

Project Title: **NON-COMPETITIVE REVIEW BOARD**

Project Description: **CoStar Realty Information, Inc. SOFTWARE LICENSING SUBSCRIPTIONS FOR A MINIMUM OF 3 LICENSES FOR A TERM OF 36 MONTHS WITH AN OPTION TO TWO ONE YEAR RENEWAL TERMS, AN ADDITIONAL 24 MONTHS.**

Funding:

<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:
<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
001	2016	0100	054	2005	0149	220149			90,972

Check One: **New Contract Request**

*By signing below, I attest the estimates provided for this contract are true and accurate.

*Project / Program Manager Signature: 

*Commissioner/Authorized Designee Signature: 

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Purchase Order Information:

Contract Term (No. of Months): 36 MONTHS

Extension Options (Rate of Recurrence): 24 MONTHS

Estimated Spend/Value: \$ 90,972.00

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: N/A
 PO End Date: N/A
 Amount (Increase/Reduction):

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify):

Risk Management / EDS

Insurance Requirements (included) Yes No
 EDS Certification of Filing (Included) Yes No

Vendor Info:

Name: **CoStar Realty Information, Inc.**

Contact: **ALI ANWAR**

Address: **1331 L ST. NW Washington, DC 20005**

E-mail: **aali@costargroup.com**

Phone: **(877) 621-3055**

Section I: General Contract Information	
Department Name	Planning and Development
Department Contact Name	Leonard Obilor, Paul Imparl
Department Contact Number	Obilor 4-4773; Imparl 2-0844
Department Contact Email	Leonard.obilor@cityofchicago.org ; paul.imparl@cityofchicago.org
Contract Number	N/A
Contract Subject Name	CoStar Realty Information, Inc.
Contract Initiation Date	As Soon as Can Be Approved
Original Contract Amount	New Contract - \$30,324 annually for a 3 year term. Total Term Amount is \$90,972.
Original Contract Expiration Date	N/A
Budgeted amount for current year	\$30,324
Year to date expenditure	None
Are funds	<input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant
What is the funding strip?	016-0100-0542005-0149-220149
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$ N/A
New total contract amount	\$ N/A
New contract expiration date	N/A


Goods/services provided by this contract	
Justification of need to modify this contract	
Impact of denial	
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	n/a
Expiration date of planned task order request	n/a
Scope of services	To provide software that will allow users to search available commercial/industrial properties within specific geographic areas with specific attributes.
Justification of need to issue request for services	Required services.
Impact of denial	Will not be able to identify commercial/industrial properties suitable for development projects with the City of Chicago.
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Approved, pending available funding.
OBM Analyst Initials	CR
OBM Analyst Name/number	Christine Rolan/4-7531



DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF CHICAGO

To: Jamie Rhee
Chief Procurement Officer

Attention Richard Butler
First Deputy Chief Procurement Officer

From: 
David L. Reifman
Commissioner
Department of Planning and Development

Date: March 8, 2017

Re: Non-Competitive Bid Consideration for **CoStar Realty Information, Inc.**;
License Subscription Term Contract

The Department of Planning and Development (DPD) respectfully requests consideration for approval for a Non-Competitive Bid (NCRB) for software licensing subscriptions with **CoStar Realty Information, Inc.** for a minimum of 3 licenses for a term of 36 months with an option to two one year renewal terms, an additional 24 months. For the sake of this request, any reference of Costar in any attached company's document should mean short form for **CoStar Realty Information, Inc.** and must be understood for the same purpose.

The Department of Planning and Development has been a long time user of **CoStar Realty Information, Inc.**'s services. The software is an essential tool used by DPD's Economic Development, TIF Administration, and Business Development divisions. This critical software is used to:

- Search available commercial/industrial properties within specific geographic areas with specific attributes
- Search vacant lands
- Research historical data about specific properties and geographic areas within the City of Chicago
- Research transaction data to confirm/verify development proposals and development budget
- Identify comparable properties when performing underwriting of TIF economic development deals
- Monitor developer compliance for ongoing agreements

- Conduct financial analysis performed by the TIF Administration team such as for the Class L tax incentive
- Determine rental rates, vacancy rates, and tenant/property listings for discrete market areas throughout the City
- Obtain most commercial property details that are available anywhere: for lease, sales properties, fully leased properties, historical data, key tenants, building photos, maps and floor plans, true ownership information, demographic data and more.

Background

DPD had been using **CoStar Realty Information, Inc.** services under a contract that was between the Department of Finance (DOF) and **CoStar Realty Information, Inc.** that expired in December 15, 2014. Because the previous contract expired in 2014 and DOF decided not to renew, DPD needs to continue receiving the **CoStar Realty Information, Inc.**'s services through its own contract with **CoStar Realty Information, Inc.** DOF had determined at the end of the contract to continue the same service as a license subscription under Exhibit A until year 2016 when Procurement Services, Richard Butler, recommended a term method agreement through NCRB process. This change was concurred by Finance Department, Jason Yost and Carol Hamburger and DPD is hereby adhering to the recommendation by submitting request for a non-competitive process consideration.

In addition, DPD has reached out to **CoStar Realty Information, Inc.** for a formal request to provide their service descriptions and rational to satisfy operations and staff's information retrieval data needs, as critical and efficient to projects. **CoStar Realty Information, Inc.** has responded with sufficient and satisfying information including descriptions and usefulness of their proprietary license suites. Note: Costar Realty Information, Inc. has in certain documents referenced CoStar which should mean a shortened name for CoStar Realty Information, Inc.

Rationale

DPD is requesting special consideration for a non-competitive bid due to our inability to find any other vendors which can provide the data with the type and level of detail required by DPD's staff with respect to the information needed to perform research required for our Economic Development, TIF Administration, and Business Development divisions.

Without access to **CoStar Realty Information, Inc.**, DPD would have no alternative resource that can provide the range of accurate and industry trusted information in a comprehensive and cost effective manner. The type of research for which TIF Administration uses **CoStar Realty Information, Inc.** does not have an easily replaceable alternative that has been identified. Its loss would be highly detrimental to DPD's ability in providing the most accurate underwriting and continuous monitoring for agreements. We would not be able to provide potential new/relocation/expansion sites to potential businesses and developers or verify information provided by developers to ensure the financial forecast/proposed budget is properly stated based on market conditions and historical and comparable data. These elements are very crucial to real estate and development deals as well as related analysis.

A search for a comparable vendor was conducted by two of our program providers and license users, Christopher Jang and Christopher Stark. Each performed extensive review of the First American Title services which were deemed incompatible with the Department's needs. We also reached out to former **CoStar Realty Information, Inc.** users of the Department of Finance, Steve Sakai and Ron Mikrut to see if they knew of any services comparable to which were provided by **CoStar Realty Information, Inc.** They indicated that through previous research they were unable to find any compatible sources for the same type of data that **CoStar Realty Information, Inc.** provides. It is our conclusion that **CoStar Realty Information, Inc.** is the sole provider of the information services required in critical DPD program's needs.

Cost and Term

Per the vendor's quotation for services, the cost would be \$2,527.00 per month for a minimum of 3 license subscriptions. DPD would like to enter into a contract with **CoStar Realty Information, Inc.** for 36 months with the option to renew for an additional 24 months.

No Stated Goals for Minority and Women Owned Vendor Participations

CoStar Realty Information, Inc. has requested for a no stated goals of 25% MBE and 5% WBE compliance plan. In their waiver request for the MBE/WBE requirements, **CoStar Realty Information, Inc.** has referenced impracticality as one of the basis for justifications. **CoStar Realty Information, Inc.** provides an online database of information which does not allow any room for secondary or subcontracting need; as such, that results impractical state to involve another vendor including minority and/or women owned enterprises. **CoStar Realty Information, Inc.** is unable to identify appropriate MBE/WBE to supplement for any part of the proprietary services so provided on its system platform descriptions. The Department of Planning and Development is in concurrence with **CoStar Realty Information, Inc.** justifications and hereby requests for MBE/WBE requirement be waived. DPD is cognizant of the City's stated goals requirements and will continue to request compliance on other projects.

For any questions regarding this matter, please contact Paul Imparl at 2-0844 or Leonard Obilor at 4-4773.


Thank you for your cooperation to this matter.

Cc: Paul Imparl, DPD
Peter Murawski, DPD
Leonard Obilor, DPD
Christ Jang, DPD
Christopher Stark, DPD
File



DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF CHICAGO

To: Brenna Berman
Commissioner & CIO

From: 

David L. Reifman
Commissioner
Department of Planning and Development

Date: August 9, 2016 (Revised March 8, 2017)

Re: Contract for **CoStar Realty Information, Inc.** Software Services

The Department of Planning and Development (DPD) is requesting approval to subscribe to the **CoStar Realty Information, Inc.** Suite online software services.

The software service is an essential tool used by our Economic Development and TIF Administration divisions. This critical software is used to:

- Search available commercial/industrial properties within specific geographic areas with specific attributes
- Search vacant lands
- Research historical data about specific properties and geographic areas within the City of Chicago
- Research transaction data to confirm/verify development proposals and development budget
- Identify comparable properties when performing underwriting of TIF economic development deals
- Monitor developer compliance for ongoing agreements
- Conduct financial analysis performed by the TIF Administration team such as for the Class L tax incentive
- Determine rental rates, vacancy rates, and tenant/property listings for discrete market areas throughout the City

Without access to **CoStar Realty Information, Inc.**, DPD would have no alternative resource that can provide the range of accurate and industry trusted information in a comprehensive and cost effective manner. The type of research for which TIF Administration uses **CoStar Realty Information, Inc.** does not have an easily replaced alternative that has been identified. Its loss would be highly detrimental to DPD providing the most accurate underwriting and continuous monitoring for agreements. We would not be able to provide potential new/relocation/expansion sites to potential businesses and developers or verify information provided by developers to ensure the financial forecast/proposed budget is properly stated based on market conditions and historical and comparable data.

For any questions regarding this matter, please contact Peter Murawski at 4-6228 or Leonard Obilor at 4-4773. Thank you for your consideration in this matter.

Cc: Danielle DuMerer (DOIT)
Brad McConnell (DPD)
Paul Imparl (DPD)
Peter Murawski (DPD)
Leonard Obilor (DPD)

Attachment: Scope of Work

Scope of Work for CoStar Realty Information, Inc.

1.1 Scope of Work

DPD is requesting special consideration for a non-competitive bid due to our inability to find any other vendors which can provide the data with the type and level of detail required by DPD's staff with respect to the information needed to perform research required for our Economic Development, Business Development and TIF Administration divisions.

Provide 3 licenses and access to the Department of Planning and Development assigned staff for the **CoStar Realty Information, Inc.**'s suites. The suites will allow for the following:

- Search available commercial/industrial properties within specific geographic areas with specific attributes
- Search vacant lands
- Research historical data about specific properties and geographic areas within the City of Chicago
- Research transaction data to confirm/verify development proposals and development budget
- Identify comparable properties when performing underwriting of TIF economic development deals
- Monitor developer compliance for ongoing agreements
- Conduct financial analysis performed by the TIF Administration team such as for the Class L tax incentive
- Determine rental rates, vacancy rates, and tenant/property listings for discrete market areas throughout the City
- Obtain commercial property details: for lease, sales properties, fully leased properties, historical data, key tenants, building photos, maps and floor plans, true ownership information, demographic data and more.

Prepared By:



Date

3/8/2017

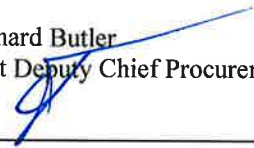
**Paul A. Imparl
Department of Planning and Development
Data Services Administrator**



DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF CHICAGO

To: Jamie Rhee
Chief Procurement Officer

Attention: Richard Butler
First Deputy Chief Procurement Officer

From: 
David L. Reifman
Commissioner
Department of Planning and Development

Date: March 8, 2017

Re: No Stated Goals for a Non-Competitive Bid Consideration for CoStar Realty Information, Inc. – License Subscriptions Term

The Department of Planning and Development (DPD) respectfully requests consideration for approval for a no stated goals for a Non-Competitive Bid (NCRB) with **CoStar Realty Information, Inc.** software licensing subscriptions for a minimum of 3 licenses for a term of 36 months with an option to two one year renewal terms, an additional 24 months.

No Stated Goals for Minority and Women Owned Vendor Participations

CoStar Realty Information, Inc. has requested for a no stated goals of 25% MBE and 5% WBE compliance plan. **CoStar Realty Information, Inc.** referenced impracticality as one of the basis for justifications for waiver request for the MBE/WBE requirements. The company provides an online database of information which does not allow any room for secondary or subcontracting need. As such, that results impractical state to involve another vendor including minority and/or women owned enterprises. **CoStar Realty Information, Inc.** is unable to identify appropriate MBE/WBE to supplement for any part of the proprietary services so provided on its system platform descriptions. The Department of Planning and Development is in concurrence with **CoStar Realty Information, Inc.**'s justifications and hereby requests for the requested MBE/WBE requirement waiver. DPD is cognizant of the City's stated goals requirements and will continue to request compliance on other projects.

DPD staff has conducted a search to identify a vendor for the same service but was not able to secure any similar service for the same need.

For any questions regarding this matter, please contact Paul Imparl at 2-0844 or Leonard Obilor at 4-4773.

Thank you for your cooperation to this matter.

Cc: Paul Imparl, DPD
Peter Murawski, DPD
Leonard Obilor, DPD
Christ Jang, DPD
Christopher Stark, DPD
File

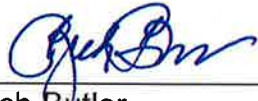


DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NO STATED GOAL REPLY MEMORANDUM

TO: David L. Reifman
Commissioner
Department of Planning and Development

FROM: 
Rich Butler
First Deputy Procurement Officer

DATE: SEP 21 2016

RE: CoStar Software Services
Specification No. 264587

After further review and consideration, the Department of Procurement Services approves the No Stated Goal request for the CoStar Software Services project for the Department of Planning and Development.

If you have any questions, please contact Monica Jimenez, Deputy Procurement Officer, at (312) 744-0845.

JLR:gs



111 S. Wacker Drive
Suite 3900
Chicago, IL 60606

877 621 3053 Toll Free

312 263 6256 Fax

costargroup.com
NASDAQ: CSGP

July 29, 2016

Mr. Leonard Obilor
City of Chicago
121 N. LaSalle Street
Chicago, IL 60602

RE: CoStar Realty Information, Inc. Justification Letter

Dear Mr. Leonard Obilor:

As the nation's leading provider of commercial real estate information, CoStar Realty Information, Inc. is the only company that takes a census level approach to gathering information on commercial real estate. Over the last 30 years, our firm is the only provider of information on over 4,200,000 million commercial properties tracked nationwide. Our information is researched and verified by the industry's largest research organization consisting of over 1,600 highly-trained research professionals and more than 150 field research vehicles scouring the market to ensure you have access to information you can't get anywhere else. **Costar** is a shortened name for the **CoStar Realty Information, Inc.** That is, anywhere **Costar** is used in any document should mean CoStar Realty Information, Inc.

CoStar Realty Information, Inc. enables the City of Chicago, through this subscription, to retrieve high level, detailed information on commercial properties from both the macro and micro perspective. This includes completed sale transactions, lease transactions, property/market analytics, tenant data, and much more. All this information is proprietary and only available through CoStar Realty Information, Inc. The total subscription investment is \$2,527.00/month for a term of 3 years.

Our property information has been proactively researched, independently verified and is continuously updated by our research staff. There are 30+ researchers assigned to the Chicago market for updating and verification purposes.

Description of CoStar Realty Information, Inc. Suite Service

CoStar Realty Information, Inc. **Property Professional:** Our flagship product for the professional who needs the most commercial property detail available anywhere: for lease and for sale properties, fully-lease properties, historical data, key tenants, building photos, maps and floor plans, true ownership info, demographic data and more.

In the Chicago market our Property Professional database includes:

- 130,493 Properties totaling over 3.5 Billion SF
- 14,312 Properties For Sale and 14,188 Properties For Lease
- 251,525,406 of available space, 16,747,193 SF of available sublet space



111 S. Wacker Drive
Suite 3900
Chicago, IL 60606

877 621 3053 free
312 263 6256 Fax

costargroup.com
NASDAQ: CSGP

CoStar Realty Information, Inc. **COMPS:** Comprehensive national coverage of comparable sales transactions allowing professionals to research property comparables, track market trends, identify true buyers and sellers and expedite the appraisal process and support property valuations.

In the Chicago market our Comps Professional database includes:

- 120,972 Total Sales Comps, 9,019 in the last 12 months

CoStar Realty Information, Inc. **Tenant:** Verified profiles of commercial tenants across top U.S. markets. Get critical pieces of information, including: lease expiration dates, business type, neighboring tenants, employee size, contact names and growth rates.

In the Chicago market our Tenant database includes:

- 198,563 Total Commercial Real Estate Tenants

CoStar Realty Information, Inc. **Go:** The power of CoStar Realty Information, Inc. Suite on the go via an iPad application.

CoStar Realty Information, Inc. **Lease Analysis:** Gives the user an understandable cash flow analysis for any proposed or existing lease. It combines cutting-edge financial modeling with CoStar Realty Information, Inc. comprehensive property information, enabling you to compare lease alternatives fast and easy.

Subscription also includes access to monthly webinars and our Daily Updates and invitation to quarterly "State of the Market" webinar.

Request of MBE/WBE Goals Waiver

In reference to contract between CoStar Realty Information, Inc. and City of Chicago, CoStar Realty Information, Inc. is hereby requesting that the Chief Procurement Officer grant a waiver of the MBE/WBE Goals based on Impracticability.

CoStar Realty Information, Inc. provides an online database of information and as such does not have adequate contracting needs within the local community to meet the goals of this program. No portion of this database is housed or maintained in the City of Chicago or State of Illinois. CoStar Realty Information, Inc. does maintain a small sales force in Chicago as well as three research vehicles. The current contract goals would require CoStar Realty Information, Inc. to utilize the services of less than one WBE and less than two MBEs and therefore such partnerships would have only a nominal impact on the stated objectives of this program.



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Chicago, IL 60606

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Free
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costargroup.com
NASDAQ: CSGP

In the event, based on such a small and specific need for local vendors, CoStar Realty Information, Inc. had been unable to identify an appropriate MBE/WBE firm certified by the City of Chicago to participate as a partner in this contract and any additional efforts to do so would be impractical.

I appreciate your consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Jana".

Scott Jana
Regional Director
CoStar Realty Information, Inc.



111 S. Wacker Drive
Suite 3900
Chicago, IL 60606

877 621 3053 Free
312 263 6256 Fax

costargroup.com
NASDAQ: CSGP

September 19, 2016

Mr. Leonard Obilor
City of Chicago
121 N. LaSalle Street
Chicago, IL 60602

RE: CoStar Realty Information, Inc Pricing & Term

Dear Mr. Leonard Obilor:

As discussed, the agreed upon CoStar Realty Information, Inc rate of \$2,527.00/month will be in effect for the three [3] year term. The term start date is pending contract execution.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Jana".

Scott Jana
Regional Director
CoStar Realty Information, Inc

CoStar License Agreement Subscription Form

FOR INTERNAL ONLY: (Ref ID) 474793	
AE:	Anwar Ali
Routing Code:	
Business Code:	Government



BILL TO:			
Licensee: City of Chicago		Location ID: 54129	
Address: 121 N LaSalle St, Suite 1000		City/State/Zip: Chicago, IL 60602-1209	
Fax: (312) 744-7996		Telephone: (312) 744-6127	
Bill-To Contact: Leonard Obilor		Email for Bill-to-Contact: lobilor@cityofchicago.org	
USE	BILLING CYCLE	PAYMENT METHOD	
Total No. Sites: 1	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Check	
Total No. Authorized Users (All Sites): 3	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Automatic Withdrawal	
	<input type="checkbox"/> Yearly		
TERM	COMPS HISTORICAL DATA	KEY TOKENS	
Three Years Initial Term	From (MM/YY): 5/1990 (COMPS Subscribers)	Total Number of Key Tokens: 0	
START DATE			
Immediate Start			
SCHEDULE OF SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
54129	Chicago	CoStar Suite w/o Connect	\$2,527.00
Total Monthly Fees From Additional Schedule of Services			
Total Monthly License Fees:			\$2,527.00
One Time Implementation Fee:			
One Time Key Token Fee:			
Notes:			

This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. Attached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use (the "Terms of Use") available online at www.costar.com. By using the Licensed Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.

In the event that Licensee does not execute this Agreement by the following date 5/31/2016, the terms of this Agreement shall become null and void, provided, that if Licensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be valid and binding on the parties. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

Licensee

By: _____

Name: _____

Title: _____

Date: _____

Address: 1331 L St NW

Address: Washington, DC 20005-4101

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 121 N LaSalle St, Suite 1000

Address: Chicago, IL 60602-1209

Fax #: _____

CoStar License Agreement



Licensee: City of Chicago	Location ID: 54129
Address: 121 N LaSalle St, Suite 1000	City/State/Zip: Chicago, IL 60602-1209
Total Number of Authorized Users at Site 3	

USERS AT ABOVE LISTED SITE	
Contact Name: Essie Escareno-Banks	Phone: (312) 744-6127
Email: Esperanza.EscarenoBanks@cityofchicago.org	
Contact Name: Chris Jang	Phone: (312) 744-7225
Email: cjang@cityofchicago.org	
Contact Name: Chris Stark	Phone: (312) 744-6127
Email: christopher.stark@cityofchicago.org	

1. License - (a) This Agreement between CoStar and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a propri database (the "Database") of commercial real estate information, including but not limited to the information, text, photographic and other images and data contained therein (collect the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, and (2) related software (the "Software"). Those portions of Software and Database that are licensed hereunder, including any updates or modifications thereto, and any information derived from the use of the Database, including as a result of verification of any portion of the Information by Licensee, are collectively referred to herein as the "Licensed Product." (b) During the term of this Agreement, CoStar hereby grant Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Subscription Form, subject to and in accord with the terms of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, on the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (1) employed by Licensee or an Exclusive Contractor of Licensee at a site ident on the Subscription Form and (2) included on CoStar's list of Authorized Sites & Users for the Licensed Product. Licensee understands that each brokerage, research, analyst, appra underwriter, asset manager, sales or other similar personnel at each licensed site must be an Authorized User and agrees to notify CoStar if the number of such individuals at a exceeds the number of Authorized Users set forth in this Agreement. An "Exclusive Contractor" is defined as an individual person working solely for Licensee and not also for themse or another company with commercial real estate information needs and performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure access to and use of the Licensed Product, and the user names, passwords and any Key Tokens (collectively, the "Passcodes") used to access the Licensed Product are available on Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.

2. Use - (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may use the Licensed Product for the following purposes in the ordinary course of business: (1) Licensee's internal research purposes; (2) providing information regarding particular properties and market trends to its clients and prospective clients; (3) to ma properties; (4) supporting its valuation, appraisal or counseling regarding a specific property; and (5) creating periodic general market research reports for in-house use or for client prospective clients' use, provided that such reports do not contain building-specific or tenant-specific information and are not commercially or generally distributed. Subject to provisions set forth below, Licensee may print Information or copy Information into word processing, spreadsheet and presentation programs (or other software programs with the exp written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with Section. (b) Except as set forth in Section 2(a), Licensee shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, us sell, directly or indirectly (including in electronic form), any portion of the Licensed Product, or modify or create derivative works of the Licensed Product. (c) Notwithstanding any c provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized U; except that (i) Licensee may e-mail a report containing information that complies with this Section 2 to a limited number of its clients and prospective clients, and (ii) Licensee may dis solely on its own web site photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that unde circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indire any database or product; (3) access or use the Licensed Product if you are a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or ind competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, re disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any information for the purpose of selling or licensing such informat making such information publicly available; (7) use or distribute information that has been verified or confirmed by Licensee for the purpose of developing or contributing to development of any database, product or service; or (8) use any portion of the Licensed Product in a manner that would violate any U.S., international, state or local law, regulation, or ordinance, including real estate practice, spam and privacy laws.

3. Ownership - Licensee acknowledges that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S. international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Datab Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Informati Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not chall CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent copyright or other notice or license, use or copying technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agree by any Authorized User and by Licensee's employees, Exclusive Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Wit CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar.

4. Term - The term of this Agreement shall begin on the date of signature by CoStar, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal T unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. Licet acknowledges that it is responsible for payment of License Fees pursuant to paragraph 5 for the entire Renewal Term unless the Agreement is canceled in accordance with the n provisions of this paragraph. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided that for existing customers Passcodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.

5. License Fees - Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. License obligation to pay such fees shall begin on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous tw months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) day CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees be billed in advance in accordance with the billing cycle identified herein and are due not more than 15 days after the due date. All payments received after the due date will incur a late payment charge from : due date until paid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licet to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or rem No endorsement or statement on any check, payment, or otherwise will be construed as an accord or satisfaction. The License Fees do not include sales, use, excise or any other t or fees now or hereafter imposed by any governmental authority with respect to the Licensed Products. CoStar shall not be bound to use third party payment vendors, and any charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such tax fees immediately upon invoicing by CoStar.

6. Termination - (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not reme within thirty (30) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party petition under any bankruptcy or insolvency law, which is not discharged within 30 days of such filing. (b) CoStar may terminate any portion of this Agreement immediately without fu obligation to Licensee: (1) upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3, or 13(a) hereunder, or any material provision of other agreement between the parties; or (2) on the event that CoStar discontinues a particular market or markets that form a part of the License Product or discontinues a part product, upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such terminati CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 3, or 13(a) hereunder, or any material provision of any other agreement between the parties, and Licensee shall continue to be responsible for all License Fees, provided that Licet shall not be responsible for license fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (d) If the Initial Term or a Renewal Term of Agreement is designated to last more than one (1) calendar year, notwithstanding anything to the contrary in Section 4 hereof, Licensee may, on a one-time basis and upon written n to CoStar, terminate such Initial or Renewal Term effective one year from the date CoStar receives such written notice, provided that such one-time termination right shall expir August 31, 2017 or upon Licensee's exercise of its termination right under this subsection 6(d). (e) Upon Licensee's breach of any term of this Agreement, all License Fees and all fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available of law equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs including attorney's fees collection agency commissions, CoStar incurs.

7. Post-Termination - At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. In addition, CoStar may at its sole expense audit Licet compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the con of the audit.

8. Licensed Product - During the term of this Agreement, CoStar will provide updated Information to Licensee, which updates may be provided through the Internet or in such other ma as determined by CoStar. Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product. Licensee is responsible fo charges necessary to access the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so as such modifications do not significantly degrade the depth of Information provided to Licensee hereunder.

9. Information - Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's ar affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's web site. CoStar acknowledges that if Licet

Initial Here _____

Last Revised: August 30,

Licensee will, however, be permitted to retain copies of reports, spreadsheets and like documents containing licensed product for archival purposes only.

RESPONSIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS, DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSEE'S ACTUAL RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT AGAINST LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

11. NO WARRANTIES. ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF, PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND ENCUMBRANCES OR LIENS. (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT. (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

12. Assignment. The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Licensee may not assign or transfer (by operation of law otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar.

13. Passcodes; Key Tokens. (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and design to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Independent Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a design computer; provided, that an Authorized User may email CoStar Customer Support at support@costar.com to receive an electronic apparatus (a "Key Token") designed to enable an Authorized User to access the Licensed Product from multiple computers for \$149 per Key Token (before tax). All Key Tokens licensed by Licensee shall constitute part of the Licensed Product. If a Key Token has been lost, stolen or damaged, upon Licensee's email request to CoStar Customer Service for a replacement Key Token, CoStar shall deliver Licensee a replacement Key Token and Licensee shall pay CoStar \$149 (before tax) for each such replacement Key Token; provided, that CoStar will replace a Key Token if it malfunctions through normal usage (due to no fault of the Licensee) free of charge during the Initial Term.

14. Notices. All notices given hereunder will be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, or delivered by a well-known overnight U.S. or international carrier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's address specified on the Subscription Form or to other address as Licensee may specify, and if being delivered to CoStar, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to other address as CoStar may specify. All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by overnight U.S. mail, one day after mailing, and if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may include no on invoices sent to Licensee by regular mail.

15. Force Majeure. None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection with computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

16. User Information. Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by parties of such User Data. Documents posted by Licensee to the client extranet component of Licensee's designated CoStar Connect web site shall constitute Licensee Content defined in the CoStar Connect agreement) and User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed Licensee is allotted an aggregate amount of 100 megabytes of storage space in any CoStar Property Professional Licensed Product per Authorized User located at that site. *Illinois*

17. Choice of Law; Jurisdiction; Right to Elect Arbitration. This Agreement shall be construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in the State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product. If CoStar file or threaten to file a judicial action against Licensee alleging violation of CoStar's intellectual property rights or violation of Section 2 of this Agreement, Licensee may elect to resolve CoStar's claims through binding arbitration to be governed by the Commercial Arbitration Rules of the American Arbitration Association and to be held in the District of Columbia pursuant to the laws of the District of Columbia. Such right must be invoked within twenty (20) days of CoStar's filing of or threat to file a judicial action. Provided, however, that nothing in this paragraph shall be construed to prohibit or prevent CoStar from requesting any legal or equitable relief or remedy of any kind in an action commenced in state or federal court any arbitration proceeding. *Illinois*

18. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee or CoStar or their respective representatives and documents with respect to such subject matter, provided that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Licensee agrees to keep the terms of this Agreement strictly confidential. This Agreement may not be amended, modified, superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. If any provision of this Agreement not being of a fundamental nature held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to injunctive relief (without the necessity of posting a bond) as well as other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(e), 7, and 10 through 18 hereof will survive nonrenewal or termination of this Agreement. *Illinois*