

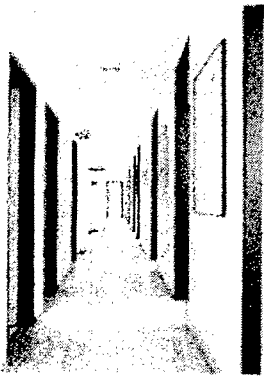
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# Advantage Services<sup>®</sup>

Agreement for Office of Emergency communications 311 and 911 - *Platinum*

6/23/2008

**SIEMENS**



*This service agreement  
has been specifically  
developed to support your  
unique facility.*

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# 1 Overview

## 1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff. We will upgrade the server and 4 client computers and software with this agreement

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

Any material found to be defective upon stat of this contract will be quoted to repair with the discounted rates shown on this document on page 21 and 22.

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## 1.2 Customer Objectives

Keep system current and operational.

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## 1.3 Current Situation

Siemens responds as needed to the sites to perform emergency maintenance. The current systems are at least 4 Revs in arrears. With this agreement the system will be upgraded to the current rev and kept current year after year.

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## 1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Building Technologies is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

## 2 Service Solution

### 2.1 Quality Assurance

#### Account Management

**site360 Service** Through site360 Service, customers can securely access detailed information regarding their Service Agreement. The Web interface provides complete service information, such as service in-progress, completed service, and local field office contacts. Customers must have Internet access, their own Internet service provider, and browser.

### 2.2 HVAC CONTROL SERVICES – Automation

#### 2.2.1 Approach

##### Platinum Level

The Platinum Advantage Services plan is designed for customers who experience serious business interruptions if critical building systems fail. When emergencies occur, Siemens experts will be on site within four hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens staff will be on site within eight hours 24x7. In addition to the peace of mind that comes from knowing equipment downtime is minimized, the Platinum plan also eliminates budget surprises. All repair and replacement parts and labor for equipment covered by the plan are included in the service contract. The service program begins with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Software support and updates are another important aspect of keeping the system functioning optimally and are provided as they are issued, and as applicable to the system, under the Platinum plan. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility. Siemens patented site360™ service provides a user-friendly Web interface that gives customers instant access to service requests and service status at any time.

The result of the Platinum Advantage Services Plan is confidence in the operation of your critical building technology and the comfort, occupant safety and security of your facility. With the Platinum plan, Siemens offers unsurpassed commitment in fast and efficient repair services. No other plan offers greater support, faster on-site response time, more hours of coverage or a wider range of services.

### **Performance Plus Package**

For the highest level of service and support, the Advantage Services Performance Plus package ensures building automation controls operate at peak efficiencies without interruption. Performance Plus services are ideal for proactive customers that need to absolutely minimize risk of downtime and require the expertise of Siemens for maintenance and service responsibilities. It includes rigorous evaluations and maintenance of control devices, networks, and software as well as periodic analysis of facility use and operating status that identify and address problems before they impact building performance, thus helping reduce operating costs while extending the life of your equipment.

Our Performance Plus services package includes preventive maintenance on the automation controls. Advantage Services specialists conduct systematic checks of control systems, inspecting individual devices and components and performing repairs or replacements if necessary. Advantage Services technicians will also conduct control loop tuning and calibration of covered control devices. As experts in identifying minor problems, such as natural drifts out of calibration or reduction in system efficiency, our technicians help ensure your facility operates at peak efficiency.

Performance Plus services for building automation controls also include preventive maintenance on the related software and network components. With Advantage Services your control systems will operate reliably, accurately, and efficiently. Additionally, Siemens will provide data protection and data recovery for your automation control systems, including routine on-site backups and quick recovery if data is lost or corrupted due to problems such as computer viruses, power outages, hard drive failures or physical damage.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this proposal.

## 2.2.2 Benefits

### Automation — Performance Plus Platinum

Implementation of this service agreement from Siemens Building Technologies provides the following benefits to your facility:

- Ensures the most reliable and efficient performance of HVAC controls
  - Increases building efficiency, energy savings and staff productivity
  - Proactively identifies and addresses common problems before they cause system disruption, downtime and costly repairs
  - Optimizes software and the system network for reliable, accurate and efficient operation
  - Helps provide a safe, comfortable and secure environment for occupants
  - Reduces operating costs while extending the life of your equipment
  - Provides protection of controls system data with backup and recovery services
  - Minimizes costly business interruptions with 24x7 on-site rapid
  - No budget surprises for labor or parts on covered equipment
  - User-friendly web access to service requests and service status
  - Operator coaching supports employee performance
- 

## 2.2.3 Technical Support Services

### **Emergency Online/Phone Response. Monday through Sunday, 24 Hours per Day:**

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to

remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

**Emergency Onsite Response. Monday through Sunday:** Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond within 4 hours for critical emergencies, or within 8 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

**Control Loop Analysis & Optimization:** Control loops by their nature drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. You will benefit from a more comfortable and productive environment and lower energy consumption through more efficient equipment usage, as well as extending the life on control devices and controlled equipment. The control loops to be included as part of this service, are itemized in the List of Maintained Equipment in this proposal.

**Controller Analysis & Optimization:** Through Controller Analysis & Optimization, we ensure reliable and optimized performance of your Terminal Equipment Controllers throughout your HVAC system. You will realize a more comfortable and productive environment and will benefit from lower energy consumption through more efficient equipment usage. Unitary and Terminal equipment can by their nature under perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through the use of the Controller Analysis Program (CAP) and / or other tools we can pinpoint which systems have possible air flow or

temperature control problems. Reports are generated on those terminal equipment controllers, which can then be investigated and resolved. The equipment to be included as part of this service is listed in the List of Maintained Equipment in this proposal.

**Business Protection & Recovery Services.** Through this service we help protect your HVAC Control System's vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, hard drive or controller failure, flood, physical damage, etc.). Siemens will perform scheduled database back-ups your Insight workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this proposal) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this proposal.

**Network Analysis & Optimization:** Through Network Analysis & Optimization, we ensure reliable and optimized communication throughout your HVAC Control System's Building Level Network of field panels. The benefit will be increased data network up-time and faster problem resolution. Using Siemens Network Performance Diagnostic Technologies, our proactive calibration and tuning of the data network analyzes variables impacting network performance, including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation.

**Automation Controls Analysis & Optimization:** Automation controls can drift out of calibration with changes in mechanical component performance characteristics, building use, and climatic conditions. Through this service we will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns. Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and / or devices included under this service are identified in the List of Maintained Equipment in this proposal.

**Repair & Replacement Services.** To reduce the effects of unbudgeted repairs, Siemens will provide labor and / or materials to repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the



occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

**Software Analysis & Optimization:** Through Software Analysis & Optimization, Siemens will help ensure that the HVAC Control System is operating properly to minimize any software problems that would negatively impact system performance. We will address any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. This will increase system efficiency, assure compliance to specified conditions, and reduce the risk of costly and disruptive system problems. We will perform this service using onsite visits and / or remote services (if applicable).

#### 2.2.4 System Performance Updates & Upgrades

**Field Panel Upgrades:** Field Panel Upgrades will extend the life of your HVAC Control System investment, without using capital investment dollars to upgrade your field panel technology. These upgrades deliver the benefits of our commitment to compatibility by design; a commitment unique in our industry. The Field Panels to be upgraded, and the details of those upgrades, are itemized in the List of Maintained Equipment.

**Software Updates.** Through this service, you will benefit from new features and enhancements that will improve building operations, take advantage of the latest version changes, while extending the life of your APOGEE investment. Siemens will provide you with software and documentation updates to your existing APOGEE software as they become available (approximately annually). Include is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Building Technologies' commitment to compatibility by design, a commitment unique in our industry. APOGEE workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

**Workstation Upgrades:** Workstation technology (personal computers, monitors, printers...) continued to evolve quickly, becoming obsolete every few years. Through Workstation Upgrades, you will extend the life of your HVAC Control System

investment, without using capital investment dollars to keep your workstation technology current. As part of this service, we will provide the use of a workstation and will replace the technology every 3 years within the term of this contract. Replacement technology will conform to Siemens current standard configuration based on the facility's existing revision of Apogee or Pre-Apogee software and firmware. The workstation included under this service, along with specifications for that equipment, is itemized in the List of Maintained Equipment.

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### 3 Service Implementation Plan

#### 3.1 HVAC Control Services – Automation On-site Response Time and Call Windows

	Platinum
Attribute	
Response time - onsite for critical components	4 hours - labor is covered within response time
Response time - onsite for non-emergency	8 hours - labor is covered within response time
Hours of Service	24 x 7 - labor is covered within response window
Response Window	24 x 7
Software Support and Updates	Yes, as issued
R&R Material	Included
R&R Labor	Included
Technology Audit	Included
site360 service	Included
Operator Coaching	Included

### 3.2 Maintained Equipment Table

# SIEMENS

Siemens Building Technologies  
Service Agreement

#### List of Maintained Equipment

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Control Systems - Summary Level	Control Loop Tuning	Periodic Loop Tuning	1			
Services (Times per year): Control Loop Tuning (1.0)						
Control Systems - Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1			
Services (Times per year): Data Protection & Rec Ser (2.0)						
Control Systems - Summary Level	Data Protection & Data Recovery	Panel B/U on-site	1			
Services (Times per year): Data Protection & Rec Ser (4.0)						
Control Systems - Summary Level	Network Maintenance	Apogee Network Maint (MLN)	1			
Services (Times per year): Network Maintenance (1.0)						
Field Hardware	Field Hardware	CO2 Sensor, Room	2			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Damper Actuator (Electronic)	140			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Electric Relay/Switch/Tranformer	12			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Electronic Actuator-Powermite Valve	100			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Field Hardware	Field Hardware	Liquid Differential Pressure Switch	6			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Temp, Duct RTD, Averaging, Platinum	2			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Temp, Duct Thermistor, Single Point	2			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Temp, Outside Air RTD, Platinum	2			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Temp, Room RTD, Platinum	140			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Thermostat, Contrlr, Rm/Hi-Lo Limit	2			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Valve Electric Flowrite, 2.5 to 3 in.	3			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Field Hardware	Field Hardware	Valve, Electric Flowrite, 4 inch	1			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Insight Workstation Components	Insight Workstation Components	CRT, Keyboard	1			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Insight Workstation Components	Insight Workstation Components	PC Hardware	1			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
Insight Workstation Components	Insight Workstation Components	Printer (General)	1			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System 600 ALN	System 600 ALN	MBC 24/32	12			

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material, Software Maintenance (1.0)						
System 600 ALN	System 600 ALN	MBC 40	18			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material, Software Maintenance (1.0)						
System 600 FLN	System 600 FLN	TEC - Electronic Outputs	140			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System 600 MLN	System 600 MLN	Apg WS-Crp Netwk, Client NT	4			
Services (Times per year): R & R Labor & Material, Software Maintenance (1.0)						
System 600 MLN	System 600 MLN	Apogee Svr-Our MLN, NT/DB	1			
Services (Times per year): R & R Labor & Material, Software Maintenance (1.0)						
System Level	System Level	Chiller Control Check	1			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System Level	System Level	Exhaust Fan Control Check	6			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System Level	System Level	Heating Pump Control Check	4			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System Level	System Level	HW Boiler Control Check	1			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System Level	System Level	Point Count	650			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System Level	System Level	TEC - VAV Box Control Check	140			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System Level	System Level	Typical AHU Control Check	6			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System Performance Updates	Field Panel Upgrades	Field Panel Updates (\$\$ & hours)	1			
Services (Times per year): Field Panel Update (1.0)						
System Performance Updates	Software Support and Updates	Insight 3.X Adv first/single server Update	2			
Services (Times per year): Software Update (1.0)						
System Performance Updates	Software Support and Updates	Insight 3.X Adv User License Update (each)	3			
Services (Times per year): Software Update (1.0)						
System Performance Updates	Workstation Upgrades	Monitor Update	1			
Services (Times per year): Workstation Upgrades (0.3)						
System Performance Updates	Workstation Upgrades	Printer Update	1			
Services (Times per year): Workstation Upgrades (0.3)						
System Performance Updates	Workstation Upgrades	Workstation PC Update	4			
Services (Times per year): Workstation Upgrades (0.3)						
<b>USER DEFINED EQUIPMENT</b>						
Upgrade 4 MBC panels per year until all 14 panels remaining are upgraded (5 panels are already upgraded)						

## Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Building Technologies familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

### **Your Assigned Team of Service Professionals will include:**

**Jim Bator** manages the overall strategic service plan based upon your current and future service requirements.

**John Goetschi** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**Bill Larkey** is responsible for performing the ongoing service of your system.

**Secondary Service Specialist** who will be familiarized with your building systems to provide in-depth backup coverage.

**Dean Matioli** is responsible for managing the delivery of your entire support program and service requirements.

**Service Coordinator** is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

**Service Administrator** is responsible for all service invoicing including both service agreement and service projects.



## 4 Siemens Building Technologies, Inc.

### 4.1 Signature Page and Investment By and Between:

Siemens Building Technologies, Inc.  
585 Slawin Ct.  
Mt. Prospect, Illinois 60056  
Jim Bator  
(847)803-2700

Office of Emergency communications 311 and 911  
1411 W. Madison  
Chicago, Illinois 60607  
Rich Enault  
(312)742-4152

Services shall be provided at 1411 W. Madison, Chicago, Illinois 60607.

Siemens Building Technologies, Inc. shall provide the services as outlined in the attached proposal dated 6/23/2008 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 5 \_\_\_\_ Years beginning 8/1/2008 and from year to year thereafter.

Investments:

Year 1	8/1/2008 to 7/31/2009	\$156,972 annually	paid \$39,243 quarterly
Year 2	8/1/2009 to 7/31/2010	\$118,640 annually	paid \$29,660 quarterly
Year 3	8/1/2010 to 7/31/2011	\$124,572 annually	paid \$31,143 quarterly
Year 4	8/1/2011 to 7/31/2012	\$130,800 annually	paid \$32,700 quarterly
Year 5	8/1/2012 to 7/31/2013	\$137,340 annually	paid \$34,335 quarterly

Prices quoted in this proposal are firm for 30 days.

**Proposal accepted by:**

Rich Enault  
Projects Administrator  
Office of Emergency communications 311 and 911

**Proposal submitted by:**

Jim Bator  
Sr. Acct. Exec.  
Siemens Building Technologies, Inc.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

The Customer acknowledges that when approved by the Customer and accepted by SBT: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

**BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SBT OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.**

Dave Anderson

District Sales Manager

\_\_\_\_\_  
Signature Date

P.O.# \_\_\_\_\_

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

## 4.2 Terms And Conditions

### SERVICE TERMS AND CONDITIONS (Rev.10/07)

#### Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SBT and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SBT may grant a security interest in the Agreement, assign proceeds of the Agreement, and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SBT and Customer and signed by duly authorized officers or managers of SBT and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SBT without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. The parties waive any right to a jury trial on matters arising out of this Agreement.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the initial term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SBT employee who has performed work under this or any other agreement between Customer and SBT, Customer shall pay SBT an amount equal to the employee's latest annual salary.

#### Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system comprised of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SBT may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SBT, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SBT harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SBT or a person authorized by it, Customer shall immediately notify SBT in writing, and SBT reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

#### Article 3: Services by SBT

3.1 SBT shall only perform the identified Services for and upon Covered Equipment.

3.2 SBT shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SBT reasonably deems necessary; (b) notify SBT of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SBT may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SBT will not be obligated to provide replacement Covered Equipment that represents significant capital

improvement compared to the original. Exchanged or removed components become the property of SBT, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SBT is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SBT; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SBT is not responsible for services performed on any Covered Equipment other than by SBT or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SBT shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SBT is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SBT. SBT may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SBT are instruments of SBT work ("Instruments") and shall remain SBT property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SBT, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SBT express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SBT, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SBT; and, in addition to any other rights SBT may have, Customer shall indemnify, defend and hold SBT harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SBT, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 The Customer represents that all Equipment is in satisfactory working condition. Except as set forth below, by the later of the first forty-five (45) days of this Agreement, the first scheduled operational inspection, or the first seasonal start-up, SBT will have inspected all the Equipment. However, SBT may extend the testing and inspection period for portions of Equipment relating to Fire Alarm and Life Safety systems, provided that during the course of the year following execution of this Agreement the entire system will be tested and inspected as set forth in NFPA 72, or as otherwise may be required pursuant to the law of the applicable jurisdiction. Testing and inspection will not be deemed to be complete until all of such Equipment has been so tested and inspected. If SBT determines as a result of such inspection and/or testing that the Equipment is in need of repair or replacement, the Customer will be so notified and shall take corrective action within thirty (30) days, or such Equipment shall be automatically removed from coverage hereunder. SBT will not be liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the Equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at Customer's sole expense. Any services provided by SBT in the course of such restoration will be separately charged, on a time and materials basis, and not included in fees paid hereunder. If individual items of Equipment cannot, in SBT's sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SBT may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under this Agreement and adjust the amounts to be paid hereunder accordingly.

3.11 If the removal of Equipment from coverage would compromise or impair the integrity or compliance with law of any Fire Alarm and Life Safety system, then SBT will provide a written statement thereof for execution by Customer. Customer's failure to execute such a statement within ten (10) days will void this Agreement and release SBT from any further obligations hereunder.

#### Article 4: Responsibilities of Customer

- 4.1 Customer, without cost to SBT, shall
- (a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SBT with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's site will be deemed authorized by Customer, and SBT will, in its reasonable discretion, act accordingly;
  - (b) Provide or arrange without cost all reasonable provisions, means and access for SBT to any site and the equipment where Services are to be performed;
  - (c) Permit SBT to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
  - (d) Furnish SBT with all available information pertinent to the Services;
  - (e) Obtain and furnish to SBT all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SBT has expressly agreed in writing to obtain;
  - (f) Maintain the Services site in a safe condition; notify SBT promptly of any site conditions requiring special care; and provide SBT with any available documents describing the quantity, nature, location and extent of such conditions;
  - (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SBT has expressly agreed in this Agreement to give;
  - (h) Provide SBT with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
  - (i) Furnish to SBT any contingency plans related to the site;
  - (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities; and
  - (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary;
  - (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SBT and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SBT shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SBT work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SBT is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or if other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SBT is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SBT from voluntarily addressing such issues, in the event SBT does make observations, reports, suggestions or otherwise regarding such issues, SBT shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SBT notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SBT shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

#### Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SBT's normal working hours; and (c) Service performed on equipment not covered by

this Agreement.

5.3 SBT shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SBT, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SBT may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. Any amount not paid within 30 calendar days of invoice receipt shall accrue interest from the date due, until paid, at the rate of 12% per annum. Customer shall reimburse SBT costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SBT in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SBT.

5.4 Except to the extent expressly agreed in this Agreement, SBT fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SBT for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SBT with a valid exemption certificate or permit and indemnify, defend and hold SBT harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U") in addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

#### Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SBT reasonable control (such as changes of law) may develop which require SBT to expend additional costs, effort or time to complete the Services, in which case SBT shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SBT shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SBT shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SBT shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SBT incurs due to such circumstances.

#### Article 7: Warrant; Allocation of Risk

7.1 Labor for all Services under this Agreement is warranted for 90 days after the work is performed.

7.2 EXCEPT SUCH OBLIGATIONS EXPRESSLY STATED IN THIS AGREEMENT, SBT EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS PERFORMED OR INTENDED. THE EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY AN OFFICER OF SBT.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SBT from any liability arising out of all hazards covered by Customer's insurance, and all claims against SBT arising out of such

hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

**7.4** Anything herein notwithstanding, in no event shall SBT be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits, loss of use and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Services, tort, contract or strict liability, and regardless of whether either party has been advised of the possibility of such damages and, in any event, SBT's aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SBT from Customer under this Agreement. SBT reserves the right to control the defense and settlement of any claim for which SBT has an obligation to indemnify hereunder. The parties acknowledge that the price which SBT has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SBT has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

**7.5** It is understood and agreed by and between the parties that SBT is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

**Article 8: Limitations of Maintenance or Service Obligations**

**8.1** SBT will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein, or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SBT assumes no responsibility for any service performed on any Equipment other than by SBT or its agents.

**8.2** SBT shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

**8.3** SBT is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

**8.4** SBT shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SBT shall not be responsible for any venting or draining of systems.

**Article 9: Hazardous Materials Provisions**

**9.1** The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. SBT will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SBT in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SBT before its obligations hereunder shall continue.

**9.2** Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SBT shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SBT shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SBT be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government

regulations, listing Customer as the generator of the waste.

**9.3** Customer warrants that, prior to the execution of this Agreement, it shall notify SBT in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**9.4** Customer shall indemnify, defend and hold SBT harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

**Article 10: Import / Export Indemnity**

**10.1** Customer acknowledges that SBT is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer,

assignment, disposal and usage of the *Covered Equipment or Services* provided under the Contract, including any export license requirements. Customer agrees that such *Covered Equipment or Services* shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SBT of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SBT HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

**Article 11: Small Business Concern**

**11.1** SBT shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SBT's policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

## Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

### Siemens Building Technologies, Inc.

#### **Rates effective from January 1, 2008 through December 31, 2008**

Please note: Rates shown are for the period referenced above and are subject to change.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$152.00	\$225.50	\$299.00
Fire Safety Specialist	\$137.00	\$203.00	\$269.00
Security Specialist	\$135.00	\$200.00	\$265.00
Engineer	\$170.00	\$252.50	\$335.00
Mechanic	\$137.00 (plus \$.00 truck charge)	\$203.00 (plus \$.00 truck charge)	\$269.00 (plus \$.00 truck charge)

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$125.00	\$185.00	\$245.00
Fire Safety Specialist	\$120.00	\$177.50	\$235.00
Security Specialist	\$120.00	\$177.50	\$235.00
Engineer	\$143.00	\$212.00	\$281.00
Mechanic	\$120.00 (plus \$.00 truck charge)	\$177.50 (plus \$.00 truck charge)	\$235.00 (plus \$.00 truck charge)

**Material Rates:** Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Building Technologies products. Customers without a Service Agreement will pay standard pricing for Siemens Building Technologies products.

Straight rate 7 a.m. – 4 p.m. Monday – Friday except Holidays.

Service for customers with a TSP involving travel to the customer site will incur a two hour minimum labor charge and \$1.00 per mile one-way.

Service for customers without a TSP involving travel to the customer site will incur a four hour minimum labor charge and \$1.00 per mile one-way.

On-line diagnostic and other remote services, as well as consulting services provided by phone, will be charged at the engineering rate with a one hour minimum.

Customers with a current TSP will receive a discount of 40% less 20% off list on standard catalog pricing for Siemens Building Technologies products except products listed in the catalog with the @ sign are limited to a 40% discount.

Customers without a current TSP will receive a discount of 30% off list on standard catalog pricing for Siemens Building Technologies products.

Fire alarm products from EST will be charged at list less 20% for our fire service TSP customers and list price for all other customers.

## Appendix B.

Upgrades included in first year of contract:

- 2 Server PC's
- 3 PC's
- 5 -19" Monitors
- Necessary outside purchase software to run Siemens Apogee
- Siemens Apogee software to 3.91
- Apogee Gateway to Trane rooftop unit on 311.
- Update graphics to 3.91
- 4 MBC panels upgraded to Power Open Processor and new backplane.

All equipment will be covered with Labor and materials to keep system current with software and operational with hardware.



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

June 6, 2007

Veronica Robledo  
Alron Electric, Incorporated  
P.O. Box 494  
New Lenox, IL 60451

Annual Certificate Expires: July 1, 2008  
Vendor Number: 1041339

Dear Ms. Robledo:

We are pleased to inform you that **Alron Electric, Incorporated** has been certified as a **MBEWBE** by the City of Chicago. This **MBEWBE** certification is valid until **July 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by July 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

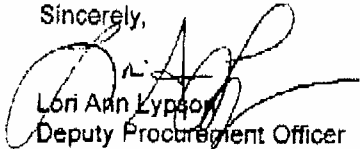
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Electrical Contractor**

Your firm's participation on City contracts will be credited only toward **MBEWBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBEWBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer  
LAL/vs





**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: \_\_\_\_\_  
Specification Number: \_\_\_\_\_

From: Quantum Crossings, LLC  
(Name of MBE/WBE Firm)

MBE: Yes  No \_\_\_\_\_  
WBE: Yes \_\_\_\_\_ No \_\_\_\_\_

To: SIEMENS Building Technologies and the City of Chicago:  
(Name of Prime Contractor - Required/Optional)

The undersigned intends to perform work in connection with the above projects as a:

\_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Corporation  LLC  
\_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 7/16/08 to 10/1/2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

assistance with the testing  
and maintenance of the fire alarm systems at the  
311 and 911 call centers.

The above described performance is offered for the following price and described terms of payment:

5 year total: \$101,350.00, annual payment of \$20,270.00  
16.9% payment to Quantum Crossings LLC in the amount  
of \$17,128.15

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Roger J. Martinez  
(Signature of Owner or Authorized Agent)

Roger J. Martinez, President and CEO  
(Name / Title / Print)

September 8, 2008  
Date

312/467-0065  
Phone



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

July 16, 2008

Roger J. Martinez  
Quantum Crossings, LLC  
455 North Cityfront Plaza Drive – Suite 3100  
Chicago, Illinois 60611

Annual Certificate Expires: October 1, 2009  
Vendor Number: 50077905

Dear Mr. Martinez:

We are pleased to inform you that Quantum Crossings, LLC has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This MBE certification is valid until **October 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by October 1, 2009.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Electrical Contractor; Telecommunication Services;  
Power and Communication Line and Related Structures Construction**

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lybson  
Deputy Procurement Officer

LAL/la

**IL UCP HOST: CTA**



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SIEMENS BLD TECH FBA

PAGE 02/06

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09/08/2008 14:08 18474937728

QUANTUM  
SIEMENS BLD TECH FBA

PAGE 02  
PAGE 04/04

### SCHEDULE D-1 Affidavit of MBE/WBE Goal Implementation Plan

Contract Name \_\_\_\_\_  
Specification No. \_\_\_\_\_

State of Illinois  
County (City) of Chicago

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

SIEMENS Building Technologies  
Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. **Direct Participation of MBE/WBE Firms**

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. **MBE/WBE Subcontractors/Suppliers/Consultants:**

1. Name of MBE/WBE: Quantum Crossings, LLC  
 Address: 455 North Cityfront Plaza, Suite 3100, Chicago, IL 60611  
 Contact Person: Roger J. Martinez Phone: 312-467-0065  
 Dollar Amount Participation \$: 130,293.15  
 Percent Amount of Participation: 16.9 %  
 Schedule C-1 attached? Yes X No \_\_\_\_\_

\*Print name please

**SCHEDULE D-1  
Affidavit of MBE/WBE Goal Implementation Plan**

2. Name of MBE/WBE: Alcon Electric Inc.  
Address: P.O. Box 494 New Lenox IL 60451  
Contact Person: Veronica Robledo Phone: 815 463 1354  
Dollar Amount Participation \$ 34644.75  
Percent Amount of Participation: 4.5 %  
Schedule C-1 attached? Yes  No

3. Name of MBE/WBE: N/A  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Name of MBE/WBE: N/A  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Name of MBE/WBE: N/A  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_

6. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

**II. Indirect Participation of MBE/WBE Firms**

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: N/A  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

B. Name of MBE/WBE: N/A  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

C. Name of MBE/WBE: N/A  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

D. Name of MBE/WBE: N/A  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

E. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

**III. Summary of MBE/WBE Proposal:**

**A. MBE Proposal**

**1. MBE Direct Participation (from Section I.)**

MBE Firm Name	Dollar Amount	Percent Amount
<u>Quantum Crossings, LLC</u>	<u>\$ 130,293.15</u>	<u>16.9 %</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct MBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

**2. MBE Indirect Participation (from Section II.)**

MBE Firm Name	Dollar Amount	Percent Amount
<u>N/A</u>	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect MBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

**B. WBE Proposal**

**1. WBE Direct Participation (from Section I.)**

WBE Firm Name	Dollar Amount	Percent Amount
<u>Alron Electric Inc</u>	<u>\$ 34,644.75</u>	<u>4.5 %</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct WBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

**2. WBE Indirect Participation (from Section II)**

WBE Firm Name	Dollar Amount	Percent Amount
<u>N/A</u>	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect WBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

09/17/2008 10:31

18474937728

SIEMENS BLD TECH FBA

PAGE 06/06

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Jayne Guerin Phone Number: (847) 493-7733

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Jayne Guerin 9-9-08  
Signature of Affiant (Date)

State of Illinois

County of Cook

This instrument was acknowledged before me on 9-9-2008 (date)

by [Signature]

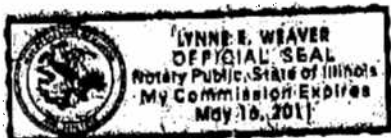
(name /s of person/s)

as District Manager

(type of authority, e.g., officer, trustee, etc.)

of SIEMENS Building Technologies

(name of party on behalf of whom instrument was executed).



(Seal)

[Signature]  
Signature of Notary Public

### SCHEDULE C-1 Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: \_\_\_\_\_  
Specification Number: \_\_\_\_\_

From: Alron Electric, Inc.  
(Name of MBE/WBE Firm)

MBE: Yes  No \_\_\_\_\_  
WBE: Yes  No \_\_\_\_\_

To: Siemens Building Technologies and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor  Corporation  
 Partnership  Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 6/6/07 to 7/1/12 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

electrical work in performing upgrades to the Building Automation System

The above described performance is offered for the following price and described terms of payment:

First year \$7065 electrical work to upgrade panels  
2nd year \$5340 electrical work at site.  
3rd year \$5610 - 4th yr \$5886 5th yr \$6185  
Terms Net 10

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Veronica Robledo  
(Signature of Owner/Authorized Agent)  
Veronica Robledo, owner  
Name (Print Name)  
9/3/08  
Date  
815-463-1354  
Phone



ACORD

CERTIFICATE OF LIABILITY IN URANCE

DATE (MM/DD/YY) 09/22/08

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER

MARSH USA, INC. 44 WHIPPANY ROAD P.O. BOX 1966 MORRISTOWN, NJ 07962-1966

100129-8-7BA-SBT1-08/09 233

INSURED

SIEMENS BUILDING TECHNOLOGIES, INC. 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513

Table with 2 columns: COMPANY, AFFORDING COVERAGE. Rows include Gerling America Insurance Company, Liberty Mutual Fire Ins Co, Liberty Insurance Corporation.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: CO LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation, and Disease.

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc. BY: Mary Radaszewski

CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a if applicable:

Siemens Building Technologies, Inc.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: \_\_\_\_\_  
OR

3.  a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of Disclosing Party:

585 Slawin Court  
Mount Prospect, IL 60056

C. Telephone (847) 803-2700 Fax: (847) 803-2733 Email: \_\_\_\_\_

D. Name of contact person: Frank Martinez, Financial Mgr.

E. Federal Employer Identification No. (if you have one): 13-2762488

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Building Automation and Fire Safety Maintenance

G. Which City agency or department is requesting this EDS? GSA - City of Chicago

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # N/A

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Person   | <input type="checkbox"/> Limited liability company*      |
| <input type="checkbox"/> Publicly registered business corporation       | <input type="checkbox"/> Limited liability partnership*  |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture*                  |
| <input type="checkbox"/> Sole proprietorship                            | <input type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership*                           | (Is the not-for-profit corporation also a 501(c)(3))?    |
| <input type="checkbox"/> Limited partnership*                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust  | <input type="checkbox"/> Other (please specify)          |

\* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes  No  N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
Daryl D. Dulaney	Director / President CEO
Johannes Milde	Director
Heribert Stumpf	Director
George Nolen	Director
Garry Wagner	Director
Rolf Renz	Director
Daniel W. Hislip	Secretary
Axel Meier	Executive Vice President CFO

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
N/A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Siemens Industry Holdings, Inc.	153 E. 53rd St. Flr. 56 New York, New York	100%

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
---	------------------	---	--

N/A

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes

No

No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes

No

## B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter



2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes  No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes  No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
<hr/>		
<hr/>		
<hr/>		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**NOTE:** If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

**A. CERTIFICATION REGARDING LOBBYING**

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

---

---

---

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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## **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Noe G. Bermudez  
Assistant Secretary

Date: 10/10/08

(Print or type name of Disclosing Party)

By:

*Noe G. Bermudez*  
(sign here)  
Noe G. Bermudez  
Assistant Secretary

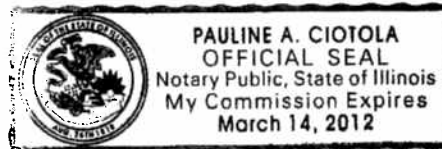
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 10/10/08, by Noe G. Bermudez  
at Lake County, IL (state).

*Pauline A. Ciotola* Notary Public.

Commission expires: 3/14/12.



**CITY OF CHICAGO  
 PURCHASE REQUISITION**

**Copy (Department)**

<b>DELIVER TO:</b>  038-2125 TRADES ENG 50 W WASHINGTON Chicago, IL 60601	<b>REQUISITION:</b> 40695  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 38 - DEPT OF GENERAL SERVICES <b>PREPARER:</b> Sandra A Duffin <b>NEEDED:</b> <b>APPROVED:</b> 10/30/2008
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**REQUISITION DESCRIPTION**

SOLE SOURCE REQUEST FOR THE FULL PREVENTIVE MAINTENANCE OF THE FIRE AND LIFE SAFETY SIEMENS EQUIPMENT AND THE SIEMENS HVAC EQUIPMENT AT 911 AND 311. ALSO INCLUDED IS REPAIRS OF SIEMENS EQUIPEMNT AT ALL OTHER CITY LOCATIONS FOR FIVE YEARS.  
 SPECIFICATION NUMBER: 69841

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	93817	#####	USD	0.00	0.00						
SOLE SOURCE REQUEST FOR SIEMENS EQUIPMENT											
<b>SUGGESTED VENDOR:</b>			<b>REQUESTED BY:</b> Sandra A Duffin								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0C16	0382005	1673	220162	0000	16038301	000000	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>
<b>REQUISITION TOTAL:</b>											<b>0.00</b>