



DEPARTMENT OF AVIATION

MEMORANDUM

Date: March 7, 2007

To: Barbara A. Lumpkin
Chief Procurement Officer

Attention: Brent Walters
Deputy Procurement Officer

From: Nuria I. Fernandez
Commissioner *Nuria Fernandez*

Subject: Request For Sole Source
Vendor: Siemens Transportation Systems, Inc

The Department of Aviation (DOA) Landside Operations is requesting approval to enter into a sole source agreement with Siemens Transportation Systems, Inc. The contractor provides the proprietary technical, maintenance and home office support required to safely and efficiently operate the Airport Transit System(ATS) at O'Hare International Airport.

Procurement Type: Sole Source

Duration: Five (5) years

Annual Cost: \$1,534,335.36

Funding: 740-85-4020-0157-0157

User Contact: Jerome Maher Phone: (773) 894-2110

User Deputy: Deborah Capraro Phone: 686-3766

Thank you for your assistance with this matter.





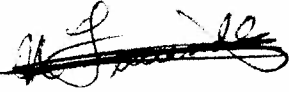
DEPARTMENT OF AVIATION

MEMORANDUM

Date: March 7, 2007

To: **Barbara A. Lumpkin**
Chief Procurement Officer

Attention: **Brent Walters**
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User Contact: Jerome Maher Phone: (773) 894-2110

User Deputy: Deborah Capraro Phone: 686-3766

Thank you for your assistance with this matter.





DEPARTMENT OF AVIATION

MEMORANDUM

Date: February 28, 2007

To: Valerie Walker
Assistant Commissioner, Contracts Administration

From: Deborah A. Capraro *Deborah A. Capraro*
Deputy Commissioner, Landside Operations

Subject: Request For Sole Source Application
Siemens Transportation Systems, Inc.
Technical Services Agreement (TSA)
Specification Number: B2-92955-03
Contract Number: T2-9255-03-01; Vendor Number: 107949
FMPS, Reg. No. 5800; FMPS P.O. No. 2584

The Department of Aviation (DOA) Landside Operations Section requests presentation of its application to extend a sole source contract for a Technical Services Agreement with Siemens Transportation Systems Inc., for a total five (5) years, effective July 1, 2007 through July 1, 2012.

The contractor provides the proprietary technical, maintenance and home office support required to safely and efficient operate the O'Hare Airport Transit System.

Procurement Type: Sole Source

Duration: Five (5) years.

Annual Cost: \$1,534,335.36

Funding: 740-85-4020-0157-0157

User Contact: Jerome Maher Phone (773) 894 2110

User Deputy: Deborah Capraro Phone (773) 894-2090



CHICAGO O'HARE
FIRST AIRPORT IN NORTH AMERICA





CITY OF CHICAGO ALL PURPOSE REQUISITION FORM

APRF NO. 60883

DEPT USE 1 DEPT USE 2

DATE 03/01/2007 SECTION LSO2 BUREAU 85 SHIP CODE 214 SHIP TO: CHICAGO DEPT OF AVIATION ATTN:

DATE NEEDED

PG/RX NUMBER

PV NUMBER

TERM LINE	COMMODITY CODE	DESCRIBE AND JUSTIFY GOODS OR SERVICES ITEM DESCRIPTION	CATALOG NAME#	CATALOG DATE	CATALOG PAGE	CATALOG ITEM/PART #	UNIT PRICE	UNIT OF MEASURE	QUANTITY	TOTAL PRICE
0		FUNDING SET UP FOR SOLE SOURCE TSA CONTRACT FOR ATS					\$7,671,676.80	EA	1.00	\$7,671,676.80

BRIEF DESCRIPTION FUNDING SET UP FOR SIEMENS TRANSPORTATION SYSTEMS, INC. SOLE SOURCE TSA CONTRACT FOR ATS

JUSTIFICATION PROPRIETARY TECHNICAL SUPPORT, HOME OFFICE SUPPORT, AND MAINTENANCE SUPPORT SERVICES OF THE OHARE AIRPORT TRANSIT SYSTEM

CHECK OR COMPLETE ALL THAT APPLY	B/YR	LINE	FUND	DEPT	ORGN	APPR	OBJT	DOA PROJECT	FURS PROJECT	DOLLAR AMT	GRAND TOTAL (ALL PAGES)
PARTICIPATING PO #											

TASK ORDER/PROPOSAL #

NEW TA OR CONTRACT	SOLE SOURCE	FOR FINANCE OFFICE USE ONLY
X		CONTRACT REVIEW
PURCHASE ORDER	CONTRACT AMENDMENT	FINANCE DIRECTOR
DIRECT VOUCHER	EMERGENCY REQUEST	Pending - CAPITAL PROJ. DIRECTOR
7 DAY BID	REJECTED BY	Pending -

VENDOR INFORMATION

Company Name: SIEMENS TRANSPORTATION SYSTEM, ADDRESS: 1700 TRIBUTE ROAD STE 200, SACRAMENTO, CA 95815

Vendor Code: 1071949 A

Rep/Phone: 916 646-2350

INVOICE NUMBERS

CONTACT INFORMATION

Name: JEROME P. MAHER, Address: T-5 MEZZ, Phone: 773-894-2110

SECTION MANAGER

Name: Jerome P. Maher, Phone: 773-894-2110, Status: Approved, 3/1/07

DEPUTY

Name: Deborah Capraro, Phone: , Status: Approved, 3/1/07

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with SIEMENS TRANSPORTATION SYSTEMS, INC. for the product and/or services described herein.

This is a request for ___ (One-Time Contractor Requisition # _____, copy attached) or X **Term Agreement or** _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the _____ (Attach List) Pre-Assigned Specification No. _____ (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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

Contract # _____ Company or Agency Name: _____

Specification #: _____ Contractor Program Description: _____

Mod.# _____ (Attach List, if multiple)

DEBORAH CAPRARO 773-894-2090 Deborah Capraro AVIATION 2/28/07
 Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input type="checkbox"/> PROCUREMENT HISTORY – This request is for a contract to continue the Technical Services Agreement (TSA) currently in place between the City of Chicago Department of Aviation and Siemens Transportation Systems Inc. which expires June 30, 2007. The original contract was between MATRA Transport International and the City of Chicago Department of Aviation and was assumed by Siemens when Siemens purchased MATRA. This TSA contract has been in continuous service since the ATS commenced service in May 1993. The Airport Transit System at O'Hare International Airport transports passengers between the various terminals and the Remote Economy Parking Lots. PLEASE SEE ATTACHMENT I for continuous contract history.
<input type="checkbox"/> ESTIMATED COST – The estimated cost over a five-year period is \$7,671,676.80. PLEASE SEE ATTACHMENT II FOR ANNUAL CONTRACT BUDGET DETAILS.
<input type="checkbox"/> SCHEDULE REQUIREMENTS – CONTRACT SHOULD BEGIN IMMEDIATELY , as the contract deliverables of Technical Support Services, Home Office Support Services, Maintenance Services, Rolling Stock and Guideway Stock Supply and Services, are critical and time-sensitive services required twenty-four hours a day, seven days a week for the safe and prompt transport of passengers between the terminals and remote parking lots. The Department of Aviation is requesting a three year term agreement from July 1, 2007 through June 30, 2010, with two one-year extensions which will expire on June 30, 2012. This service will become even more critical not only for the current system but for the continued progress of the O'Hare Modernization and Expansion Program currently underway.
<input type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY – Siemens, through MATRA, is the original design/builder of the Airport Transit System including the Automatic Train Control System, Guideway, Central Control Computer, Maintenance Building and yard. Siemens has personnel who are dedicated to the project who have specific knowledge of the O'Hare International Airport ATS. The Siemens staff who designed and built the O'Hare ATS have provided Technical Service since the start of passenger service and remain active as Siemens employees and would continue. PLEASE SEE ATTACHMENT III FOR A MORE DETAILED EXPLANATION OF SIEMENS TRANSPORTATION SYSTEMS, INC. EXCLUSIVE OR UNIQUE CAPABILITY.
<input type="checkbox"/> OTHER

Approved By: Nurra Fernandez
 DEPARTMENT HEAD OR DESIGNEE DATE 3-12-07

BOARD CHAIRPERSON DATE

**DEPARTMENT OF AVIATION
LANDSIDE OPERATIONS
SIEMENS TRANSPORTATION SYSTEMS, INC.
SOLE SOURCE CONTRACT APPLICATION
SUPPORTING DOCUMENTATION
ATTACHMENT I – PROCUREMENT HISTORY**

The Airport Transit System (ATS), also known as the O'Hare Airport Transit System, (OATS), an automated guideway transit system, began in 1985 as a primary segment of an overall project that involved a major redevelopment and expansion of O'Hare airside and landside facilities, including new runways, roadways and terminal facilities.

It consisted of a new \$100 million, 5.5-mile, five-station automated guideway transit system to transport passengers between the various airline terminals and Remote Economy Parking Lots.

A joint venture firm, O'Hare Associates, was established specifically for the overall airport expansion project. It sub-contracted with nationally and internationally renowned specialty firms for this project, including overall specifications of the ATS. The specifications were for electrically powered rubber-tired vehicles to reduce noise and air pollution. Additionally, the vehicles would be "driverless" in that they would operate on an elevated guideway under the control of ATS personnel, computers and software which would direct movement of the vehicles through what is known as the Automatic Train Control System (ATCS).

The ATS/ATCS was competitively bid as a design/build project pursuant to an RFP issued in 1986 by the City of Chicago (City). The French firm, MATRA Transport International, was the successful bidder under this RFP and subsequently designed and constructed the ATS as a complete and proprietary transit system, which included: The Central Control and Maintenance Complex, thirteen (13) vehicles, five and one half (5.5) miles of superstructure and Guideway, control computers and software/source-code, "wayside" equipment along the Guideway as well as wiring on the Guideway which transmits signals from the Central Control Computer to the computers on the vehicles and back to the Central Control Computer. Initial training of operating personnel in the Central Control and Maintenance Complex was also accomplished through this contract.

In addition, this contract stipulated that the City enter into a Technical Service Agreement (TSA) with MATRA to assure compliance with covenants relating to proprietary maintenance, repairs and operation of the system. This agreement was entered into with MATRA in 1986 through a sole source approval.

The system was opened for regular passenger service in May, 1993 to coincide with the opening of Terminal 5, the new International Terminal.

In 1999 and 2000, the City entered into an agreement with AAI Corp. through an RFP, tasking it to update and rewrite, as needed, all software/source code, update all related

**DEPARTMENT OF AVIATION
LANDSIDE OPERATIONS
SIEMENS TRANSPORTATION SYSTEMS, INC.
SOLE SOURCE CONTRACT APPLICATION
SUPPORTING DOCUMENTATION
ATTACHMENT I – PROCUREMENT HISTORY**

computer hardware, and configure this hardware to be specifically associated with the ATCS. This was accomplished through a contract with MATRA, which specified that all changes and updates had to be done under the licensing and supervision of MATRA as MATRA had and was to retain all ownership and proprietary rights to the software/source code both before and after this update/rewrite as well as the related computer hardware configuration.

The AAI/MATRA project was completed and accepted in 2001.

On November 5, 2001 Siemens Transportation Systems, Inc. formally acquired 100% ownership and control of MATRA Transport International. The acquisition agreement encompassed all proprietary rights, licenses and designs, including all operating computer system hardware configuration as well as stationary and on-board circuit boards, software/source-code, vehicle and vehicle component hardware and design, track and signal system components and design, and repair and maintenance manuals and procedures. The agreement specified that Siemens Transportation Systems, Inc. would have the sole right and responsibility for the maintenance and repair of all of the above system for its safe and efficient operation.

**DEPARTMENT OF AVIATION
LANDSIDE OPERATIONS
SIEMENS TRANSPORTATION SYSTEMS, INC.
SOLE SOURCE CONTRACT APPLICATION
SUPPORTING DOCUMENTATION
ATTACHMENT II – ESTIMATED COST**

The contract is to commence 07/01/2007 and continue through 06/30/2012 with estimated costs as follows:

07/01/07 – 12/31/07		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	<u>257,466.78</u>	
Subtotal 2007		\$ 767,167.68
01/01/08 – 06/30/08		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	257,466.78	
07/01/08 – 12/31/08		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	<u>257,466.78</u>	
Subtotal 2008		\$1,534,335.36
01/01/09 – 06/30/09		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	257,466.78	
07/01/09 – 12/31/09		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	<u>257,466.78</u>	
Subtotal 2009		\$1,534,335.36
01/01/10 – 06/30/10		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	257,466.78	
07/01/10 – 12/31/10		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	<u>257,466.78</u>	
Subtotal 2010		\$1,534,335.36
01/01/11 – 06/30/11		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	257,466.78	
07/01/11 – 12/31/11		
Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	<u>257,466.78</u>	
Subtotal 2011		\$1,534,335.36

**DEPARTMENT OF AVIATION
LANDSIDE OPERATIONS
SIEMENS TRANSPORTATION SYSTEMS, INC.
SOLE SOURCE CONTRACT APPLICATION
SUPPORTING DOCUMENTATION
ATTACHMENT II – ESTIMATED COST**

01/01/12 – 06/30/12

Technical Support On-site	\$ 311,497.50	
Home Office Support	198,203.40	
Maintenance Services	<u>257,466.78</u>	
Subtotal 2012		\$ 767,168.68
		<u>\$7,671,676.80</u>

**DEPARTMENT OF AVIATION
LANDSIDE OPERATIONS
SIEMENS TRANSPORTATION SYSTEMS, INC.
SOLE SOURCE CONTRACT APPLICATION
SUPPORTING DOCUMENTATION
ATTACHMENT III – EXCLUSIVE OR UNIQUE CAPABILITY**

As noted in ATTACHMENT I, the ATS was part of the overall airport expansion project that was specified for “driverless, electrically powered, rubber-tired vehicles, to reduce noise and air pollution, which would operate on an elevated guideway.” ATS personnel, computers and software would direct movement of the vehicles through what is known as the Automatic Train Control System (ATCS).

The entire system was competitively bid as a design/build project pursuant to an RFP issued in 1986 by the City of Chicago (City). MATRA Transport International, the successful bidder under this RFP, subsequently designed and constructed the ATS as a complete and proprietary transit system, which included: The Central Control and Maintenance Complex, thirteen (13) vehicles, five and one half (5.5) miles of superstructure and Guideway, control computers and software/source-code, “wayside” equipment along the Guideway as well as wiring on the Guideway which transmits signals from the Central Control Computer to the computers on the vehicles and back to the Central Control Computer.

In addition, this contract stipulated that the City enter into a Technical Service Agreement (TSA) with MATRA to assure compliance with covenants relating to proprietary maintenance, repairs and operation of the system. This agreement was entered into with MATRA in 1986 through a sole source approval.

In 1999 and 2000, the City entered into an agreement with AAI Corp. through an RFP, tasking it to update and rewrite, as needed, all software/source code, update all related computer hardware, and configure this hardware to be specifically associated with the ATCS. This was accomplished through a contract with MATRA, which specified that all changes and updates had to be done under the licensing and supervision of MATRA as MATRA had and was to retain all ownership and proprietary rights to the software/source code both before and after this update/rewrite as well as the related computer hardware configuration.

The AAI/MATRA project was completed and accepted in 2001.

On November 5, 2001 Siemens Transportation Systems, Inc. formally acquired 100% ownership and control of MATRA Transport International. The acquisition agreement encompassed all proprietary rights, licenses and designs, including all operating computer system hardware configuration as well as stationary and on-board circuit boards, software/source-code, vehicle and vehicle component hardware and design, track and signal system components and design, and repair and maintenance manuals and procedures. The agreement specified that Siemens Transportation Systems, Inc.

**DEPARTMENT OF AVIATION
LANDSIDE OPERATIONS
SIEMENS TRANSPORTATION SYSTEMS, INC.
SOLE SOURCE CONTRACT APPLICATION
SUPPORTING DOCUMENTATION
ATTACHMENT III – EXCLUSIVE OR UNIQUE CAPABILITY**

would have the sole right and responsibility for the maintenance and repair of all of the above system for its safe and efficient operation.

Therefore, since Siemens Transportation Systems, Inc. is the sole owner of all licenses and designs for all computer hardware configurations, software/source code, guideway track, controls and signal systems, vehicles and maintenance procedures, it would impose undue cost and hardship on the City of Chicago Department of Aviation and O'Hare passenger users of this system to change the service provider under a new Technical Services Agreement for the ATS.

SIEMENS

City of Chicago
Department Of Aviation
Attn: Ms Debbie Capraro
Deputy Commissioner of Land Operations
10510 West Zemke Road
Chicago Il 60666

Name Aashish Gupta
Department STS IS
Telephone 1-212-672-4012
Fax 1-212-672-4001

Email : Aashish.gupta@siemens.com

Cc: Rajkumar Rambhajan
CEO, OATS " O'Hare Airport Transit System "
North Cargo Road, Building #522
AMF O'Hare International Airport
PO BOX 66511
Chicago Il 60600-0511

January 24, 2006

SUBJECT: SOLE SOURCE PROCUREMENT
Siemens Transportation, Inc.
Specification No. B2-92955-03
Contract No. T2-92955-03-01
Vendor: 1071949
FMPS Req No. 5800
FMPS PO. No. 2584

Dear Madam:

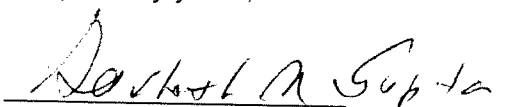
Chicago Airport Transit System was supplied and commissioned by MATRA Transit (now part of Siemens Transportation Systems - STS) in 1993. Subsequent to that we have supported the operation of the ATS system thru a Technical Services Agreement (TSA). The current TSA runs through June 2007.

This high performance, fully automatic, driverless system relies on STS design, hardware and software for its reliability and safety. The TSA covers the repair and maintenance of this system including the hardware and software components. This requires not only access to and familiarity with the proprietary hardware and software but also a thorough knowledge of the overall System Integration and Interfaces to other subsystems. This is our practice and policy for the VAL driverless systems thru out the world.

We have had a long and successful relationship with the City of Chicago to help make the Chicago ATS the best of its class in availability and performance.

We are committed to continuing our successful relationship and would like to enter into discussion with the City of Chicago for renewing this contract beyond June 2007; we are also committed to the city of Chicago MBE/WBE participation program.

Respectfully yours,



Aashish Gupta
Vice President - Rail Automation and Integrated Services

SCOPE OF SERVICES

I. TECHNICAL SUPPORT SERVICES

Contractor must provide personnel to assist in the maintenance of the ATS, under the direction of the O&M Operator. Services consist of:

- analysis of incidents affecting System availability
- research solutions regarding System shut downs or degraded modes of service in order to recover normal mode of operation and to shorten recovery time.
- advise on preventive measures to avoid incidents affecting System availability from recurring in order to maximize System operations and maintenance services and to increase System availability.

In order to provide the Services described above, Contractor must send or assign representatives to the O&M organization as requested by DOA on a full time basis or part time for a particular project. Contractor full time Technical Support personnel will report to the O&M Operator for purposes of day-to-day supervision and work assignments and to Contractor home office for technical direction in connection with System operational requirements. Full time Technical Support personnel are and remain throughout the performance of Services under this Agreement the employees of Contractor. Contractor is solely responsible for the payment of such employees' salaries, expenses, social security taxes, Unemployment Compensation insurance premiums, and all other expenses and benefits provided by Contractor to its employees, or as required by applicable law.

Full Time Technical Support personnel must provide information regarding the mechanics and operational characteristics of the ATS, materials/parts logistics, and other pertinent matters related to ATS operations. Contractor must provide only qualified personnel for the performance of Technical Support Services.

Contractor full time Technical Support personnel must perform Technical Support Services 48 calendar weeks per year with 4 weeks vacation in accordance with the terms of this Agreement. on site for eight-hour periods each day. However, Contractor full time personnel must work all reasonable additional hours during the week or on weekends to complete tasks of an urgent or critical nature. Contractor full time personnel must carry a pager supplied by the O&M Operator fulltime. Contractor Technical Support personnel vacation time must be approved in advance by the O&M Operator; which approval may not unreasonably be withheld. No deduction will be made from Contractor's compensation for Technical Support Services for vacation time. Contractor will not be obligated to provide replacement personnel during vacation time. Contractor must keep DOA informed of any extended absences of its Technical support personnel from the worksite. The City will deduct from Contractor's monthly payment for extended absences of Technical Support personnel not related to the ATS maintenance functions.

Contractor full time Technical Support personnel must attend work review meetings with the O&M Operator at least once a month to discuss operational problems experienced, materials/parts logistics, and other pertinent matters related to the day-to-day operation of the ATS and related to the Scope of Services under this Agreement.

II. CONTRACTOR HOME OFFICE SUPPORT

Contractor must provide Home Office Support for the ATS under the direction of the O&M Operator. Home Office Support Services are exclusive of any supplies, travel expenses, and accommodation expenses. Home Office Support Services are limited to a maximum of 8 man months per year.

Home Office Services must consist of:

- Support Technical Training of maintenance personnel by Contractor's and engineers for rolling stock, fixed guide way, way side control units, etc.
- Studies to determine occurring failure modes for electronic issues.
- Review of file documents for reverse engineering of mechanical components.
- Review of file documents for reverse Engineering of simple non-proprietary electronic printed circuit boards.

Exhibit 1-2

- Review of new operating practices to determine safety and other ATS compliance.
- Annual investigation/studies/review of transmission line assembly-signals recording.
- Temporary on-site engineer to assist in equipment/component evaluation for manufacturing.
- Assessment of expertise of local support vendors for supply/purchasing specification.
- Review and assessment of revised operating procedures with respect to safety.
- Other specific services unique to Contractor which are beneficial to the ATS operations.
- Technical Support Services during any vacation or extended absence of the full time Technical Support Personnel.

III. **MAINTENANCE SERVICES**

A. **Electronic Boards**

Contractor must provide corrective maintenance of the Electronic Boards listed in Attachment A, so that they comply with the functional characteristic requirements specified in City Contract No. 66481. The listing of Electronic Boards contained here is organized by category of boards and does not represent an exhaustive listing of all individual boards. However, the intent of this listing is to cover all boards in the ATS System to be maintained by Contractor.

Each failed Electronic Board must be disassembled and cleaned by the City at its own cost in order to allow immediate handling in the maintenance workshop. Then the failed Electronic Board must be transferred to Contractor's care, custody and control at Contractor's depot zone in the ATS workshop, along with an intervention request form (the maintenance report and diagnosis completed by the City.) Contractor must prepare the Electronic Board for shipment if to be shipped. Contractor must then ship the Electronic Board to Contractor's repair facility (either Contractor's facility in France, USA or a Subcontractor facility, of Contractor's discretion) for repair; repair the Electronic Board; prepare a Repair Report; and return the repaired Electronic Board to the City along with a copy of the repair report. Contractor personnel in Chicago must check all documents and parts for accuracy before shipping any Electronic Board to Contractor's repair facilities, and when receiving repaired Electronic Boards in Chicago, Contractor bears all costs related to shipping, handling, Custom Clearance. Custom Fees for the period while the boards are under Contractor's custody.

Exhibit 1-3

B. Maintenance Services does not cover the following equipment:

- Telephone, radio, video, audio network or operations network.
- Relay cabinets.
- Junction boxes, wiring and terminal cabinets (including modules)
- Maintenance tools or test equipment not listed in Exhibit A.
- Wayside and on-board battery chargers and batteries.
- Electrical power supply in general and the Operations Control Center UPS.
- Workshop equipment.
- Lighting equipment
- Security materials (fire extinguisher, audible and fire alarms),
- Track way equipment (insulators, GWH, switches, etc.)
- Power distribution supply and the line facilities.
- Wiring, cabling, and optical fibers,
- Mechanical parts and electrical parts interfacing with equipment.
- Rolling Stock
- Platform doors.

Contractor must supply new Electronic Boards and Circuit Boards as listed in Attachment A, when the repair of a failed Electronic Board or Circuit Board is not feasible.

If repair Services cannot be performed within 3 months from the date of turn over of a failed Electronic Board or Circuit Board to Contractor, then Contractor must provide a new Electronic Board or Circuit Board.

C. Software Maintenance

Contractor must provide corrective maintenance of the following ATS Software, which is listed in more detail in Attachment B, so that the software complies with the functional characteristic specified in City Contract No. 66481. Contractor bears all costs related to shipping, handling, custom clearance and custom fees for the period during which the boards are under Contractors' custody.

On board and wayside automatic control system software.

- Maintenance benches software
- Telemat C200 Software.

Corrective maintenance Services must include debugging and supply of modifications and enhanced versions, and supply of 3 sets of EEPROMs for the ATC Software (racks) and C200.

Upon notice to Contractor of the need for corrective maintenance or repair Services for the Software, Contractor must immediately proceed to provide such Services. If Contractor is unable to provide an immediate resolution of the problem identified by the City, Contractor must provide the City with a temporary solution, either with onsite personnel or through Home Office Support, such that impact on operation of the ATS is minimized. In such event, Contractor must provide the City with monthly reports regarding the progress of Software maintenance and repair Services. Contractor must inform the City of all preventive maintenance to be performed on the Software, and schedule dates.

IV. **SAFETY REVIEW**

A. **Incident Analysis:**

Using the daily information provided by the CCCS computer and incident reports completed by the Operations Supervisors, provide assistance in understanding the reasons for the occurrence of incidents, the manner in which incidents have been resolved, and future avoidance recommendations.

B. **Availability Analysis:**

Identify and analyze all major problems in system performance and availability, and define solutions for improved system safety, quality, and availability.

V. **ROLLING STOCK AND GUIDEWAY STOCK SUPPLY AND REPAIR**

Contractor must supply, on request by the O&M Operator, spare parts, repairs and consumables for rolling stock and guide way stock as deemed necessary by the O&M Operator. Contractor must perform all inspections, expeditions, quality surveillance and traffic services deemed necessary in connection with such supply Services.

VI. **EXCLUSION**

Contractor's Services do not include:

- supply of tools, test bench or consumable (grease, oil, solvents, cleaning agents, etc., correction of defects due to incorrect use of the Software or failure to comply with operating or maintenance requirements. i.e., not in accordance with ATS Operations and Maintenance Manuals developed by MATRA pursuant to the requirements of City Contract No. 66481 unless compliance with the procedure set forth in such manuals would have resulted in a defect; or
- software source code modifications;
- equipment installed after the effective date of this Agreement, unless such equipment is installed by Contractor or on behalf of Contractor pursuant Vto the warranty obligations of City Contract No. 66481;
- damage caused by fire, flood, acts of God. or acts of vandalism, and not caused directly or indirectly by the prescribed operation and maintenance of the ATS or as a result of Contractor's performance of Services under this Agreement.

STANDARDS OF PERFORMANCE

Contractor warrants its Services as follows:

A. **Technical Support Services:**

Contractor must perform Technical Support Services in accordance with the requirements of this Agreement and under the supervision of the Commissioner or designee. Contractor

Exhibit 1-6

warranties that it will provide Technical Support Services personnel of the highest caliber and quality, and will remove and replace personnel at the direction of the Commissioner in accordance with the provisions of Section 3.4 of this Agreement.

B. Maintenance Services:

Standard of Performance

Contractor is responsible for the professional and technical accuracy Of Maintenance Services furnished under this Agreement and performed by Contractor and its Subcontractors. Contractor is responsible for the re-performance or remedy, at its own expense, of any and all defective Maintenance Services that are not performed in accordance with the requirements of this Agreement.

C. Rolling Stock and Guide way Stock Supply and Repair Services:

Contractor warrants that all materials and equipment to be provided under this Agreement conform to the standard of material and workmanship prevailing in the industry, and are new (or repaired) and of good quality. If an OEM part is no longer available, a new manufactured part (not OEM) may be used. Contractor must obtain on behalf of the City the best commercially available warranties for materials and equipment procured under this Agreement. Title to materials and equipment must pass to the City upon acceptance of such materials and equipment by the Commissioner or his designee. Contractor must take such steps as may be necessary to repair or replace, at no additional cost to the City, materials, and equipment found to be defective for failure to meet the warranty standard set forth in this paragraph.

ATTACHMENT A

LIST OF ELECTRONIC BOARDS AND EQUIPMENT MAINTAINED BY CONTRACTOR

The listing of electronic boards contained here is organized by category of boards and does not represent an exhaustive listing of all individual boards. However, the Intent of this listing is to cover boards in the ATS system related to rolling stock, and ATC, as supplied by MATRA under City Contract No. 66481.

1.1 LIST of ELECTRONIC BOARDS and EQUIPMENT for ATC.

1. TRANSMITTERS (Antennas)

ATP DOWNLINK TRANSMITTER PRA1
ATP DOWNLINK TRANSMITTER PRA2
MAIN RECEIVER ANTENNA REA
TELEMETRY DOWNLINK TRANSMITTER
VOICE DOWNLINK TRANSMITTER
TRAIN TO STATION DOWNLINK TRANSMITTER

2. VOICE COMMUNICATION

PUBLIC INTERCOM / (PASSENGER)
SERVICE INTERCOM/ (SERVICE)

3. ON BOARD CONTROL UNIT

ATC MODULE/DRIVE RACK
CIRCUIT BOARD MP 68K3
CIRCUIT BOARD REG-A
CIRCUIT BOARD LPA

Exhibit 1, Attachment A-1

CIRCUIT BOARD DSM-A
CIRCUIT BOARD ASST-A
CIRCUIT BOARD DBF-A
CIRCUIT BOARD DMD-A
CIRCUIT BOARD ILTE
CIRCUIT BOARD CEFF
CIRCUIT BOARD FUTF
CIRCUIT BOARD IAFU-DDPE I
CIRCUIT BOARD VERDG

ATP MODULE/SAFETY RACK

CIRCUIT BOARD CPFS-A
CIRCUIT BOARD CPPP-A
CIRCUIT BOARD RLS V-A
CIRCUIT BOARD MASV
CIRCUIT BOARD SSV
CIRCUIT BOARD SFU
CIRCUIT BOARD DVN
CIRCUIT BOARD SVAC
CIRCUIT BOARD ERS
CIRCUIT BORD ET2EM

ATS MODULE/TMTC RACK

CIRCUIT BOARD MP 68 KE
CIRCUIT BOARD ITIME 1
CIRCUIT BOARD ITEM 2
CIRCUIT BOARD ITME 3
CIRCUIT BOARD RPH
CIRCUIT BOARD EPH
CIRCUIT BOARD ASON
CIRCUIT BORD COREL-A

Exhibit 1, Attachment A-2

CIRCUIT BOARD TCAC-A
CIRCUIT BOARD TCFU

CIRCUIT BOARD NRDEP
CIRCUIT BOARD CSDMB
CIRCUIT BOARD SYNTH-A

POWER SUPPLY MODULE/POWER RACK

CIRCUIT BOARD AL5V-A
CIRCUIT BOARD ALSE
CIRCUIT BOARD ALRF
72V/24V DC CONVERTER (WCU)

TRACTION SAFETY RACK

CIRCUIT BOARD ALBST
CIRCUIT BOARD ESSCT
CIRCUIT BOARD ADJ
CIRCUIT BOARD APEP
CIRCUIT BOARD CAMP
CIRCUIT BOARD DDC

EXTENSION RACK

CIRCUIT BOARD CAPLS
CIRCUIT BOARD CAAB
CIRCUIT BOARD EVAC-A
CIRCUIT BOARD MP 68 K4
CIRCUIT BOARD REG-A
CIRCUIT BOARD IAFUDDPE 2
CIRCUIT BOARD VERDG

Exhibit 1, Attachment A-3

4. WAYSIDE CONTROL UNIT

CIRCUIT BOARD TAAC
CIRCUIT BOARD CUCO6 A
CIRCUIT BOARD AFSC/PP
CIRCUIT BOARD ALCIS
CIRCUIT BOARD ALUS
CIRCUIT BOARD APPTC
CIRCUIT BOARD CALIM S
CIRCUIT BOARD CBBO3 A
CIRCUIT BOARD CCPO2
CIRCUIT BOARD CEFONC
CIRCUIT BOARD CEILS
CIRCUIT BOARD CIKD
CIRCUIT BOARD CKDO2
CIRCUIT BOARD CRVO3
CIRCUIT BOARD CSERV
CIRCUIT BOARD CSFONC
CIRCUIT BOARD CSSP
CIRCUIT BOARD CSSV
CIRCUIT BOARD CUCO5
CIRCUIT BOARD DCIS
CIRCUIT BOARD GP
CIRCUIT BOARD GSPA
CIRCUIT BOARD INTCA
CIRCUIT BOARD INTEM
CIRCUIT BOARD INTERF
CIRCUIT BOARD INTUSA
CIRCUIT BOARD INTREL
CIRCUIT BOARD PCR
CIRCUIT BOARD RCISB
CIRCUIT BOARD RDBLA
CIRCUIT BOARD SMMP
CIRCUIT BOARD TCMPh

Exhibit 1, Attachment A-4

CIRCUIT BOARD CESV 8V
CIRCUIT BOARD CESVM (8/ 24V)
CIRCUIT BOARD CPPS
CIRCUIT BOARD CPPTC

CIRCUIT BOARD CESV 24V
CIRCUIT BOARD CIES
CIRCUIT BOARD CONV 72/24V
CIRCUIT BOARD PIV

5. ACU

CIRCUIT BOARD PCOD
CIRCUIT BOARD CUCO6A
CIRCUIT BOARD CALIM 5V
CIRCUIT BOARD CBBO3-A
CIRCUIT BOARD CCPO2
CIRCUIT BOARD CEILS
CIRCUIT BOARD CESV 24V
CIRCUIT BOARD CIES
CIRCUIT BOARD CIKD
CIRCUIT BOARD CKDO2
CIRCUIT BOARD CRVQ3
CIRCUIT BOARD CSERV
CIRCUIT BORD CSFONC
CIRCUIT BOARD CSSP
CIRCUIT BOARD CUCO5
CIRCUIT BOARD INTREL
CIRCUIT BOARD CONV 72/24V
CIRCUIT BOARD PIV

Exhibit 1, Attachment A-5

6. ACU/WUC POWER SUPPLY RACK 48V II A

CIRCUIT BOARD IREFL
CIRCUIT BOARD CASL

7. DOCU

CIRCUIT BOARD INT-A
CIRCUIT BOARD DMR
CIRCUIT BOARD ERST
CIRCUIT BOARD MP 68 K5
CIRCUIT BOARD EXMP
CIRCUIT BOARD IES1
CIRCUIT BOARD IES2-A
CIRCUIT BOARD CONV

8. DDCU

CIRCUIT BOARD ADD
CIRCUIT BOARD REBA
CIRCUIT BOARD OCT
CIRCUIT BOARD LEAA

1.2 LIST OF NON-ATC BOARDS and EQUIPMENT for VEHICLES and PLATFORMS VEHICLE

AUXILIARY ELECTRIC EQUIPMENT (LVPS)
INPUT DIODE PANE 6A3
INVERTER PANEL 6A5/6A6
RECTIFIER 6A7/6A8
OUTPUT PANEL 6A9

LOGIC RACK MODULE 6A2
LOGIC RACK - 6A2
CAOE BOARD (INPUT INV SERVO CONTROL)
COG BOARD (CONTROL BOARD)
ISC BOARD (DC/SAFETY INTERFACE)
ELECTRONIC POWER SUPPLY — 6A1
REL BOARD (RELAY BOARD)
VISU BOARD (DISPLAY BOARD)
BRAKE
BRAKE RELAY BOARD
BRAKE ELEC CONTROL UNIT (RACK)
POWER SUPPLY (SV)
INTERFACE 1 (SS1)
INTERFACE 2 (SS2)
ANALOG REGULATOR (EHA)
ANALOG INPUT (AE)
DIAGNOSTIC (DI)
PROCESSOR (CP)
CONTROL AND MONITORING
MANUAL CONTROL CONSOLE A-22
VEHICLE DOORS
DOOR CONTROL UNIT
PROPULSION
OVERVOLTAGE LIMITATION PANEL - 3A5
ELECTRONIC EQUIPMENT POWER SUPPLY —3A1
FIELD CHOPPER PANEL— 3A9 — 3A10
INSULATING CIRCUIT BOARD — 3A13
GTO PANEL-3A6-3A7
DIODES PANEL— 3A8
REGENERATION PANEL —3A12
CHOPPER CONTROL - A32
PRINTED CIRCUIT 3A2A1
PRINTED CIRCUIT 3A2A2
PRINTED CIRCUIT 3A2A3

Exhibit 1, Attachment A-7

PRINTED CIRCUIT 3A2A4
PRINTED CIRCUIT 3A2A5
PRINTED CIRCUIT 3A2A6
PRINTED CIRCUIT 3A2A7
PRINTED CIRCUIT 3A2A8
PRINTED CIRCUIT 3A2A9
PRINTED CIRCUIT 3A2A10
CHOPPER LOGIC RACK
HVAC
CONTROL PANEL ASSEMBLY
PC PANEL ASSEMBLY
HVAC INVERTER
INVERTER PANEL
STEPDOWN CHOPPER
DIODE PANEL
TRANSFORMER RECTIFIER BOARD
CONTROL ASSEMBLY
INPUT PANEL
LOGIC RACK MODULE

Exhibit 1, Attachment A-8

1.3 LIST OF ELECTRONIC BOARDS and EQUIPMENT for CONTROL CENTER.

COMMUNICATION CABINET 1 VDTI MODEM
DUPLEXER RACK

DTMCPC2 MODULE
VDT MODEM DUPLEXER

COMMUNICATION CABINET 1 VDTI MODEM

DTMCPC2 MODULE
VDT MODEM DUPLEXER

COMMUNICATION CABINET 1 VDTI CONTROLLER

CIRCUIT BOARD CMT VA
CIRCUIT BOARD SAS3
CIRCUIT BOARD STRAME
COMMUNICATION CABINET 1 TVC TERMINAL CONTROLLER

CIRCUIT BOARD C2LAS V 24
CIRCUIT BOARD SAS3

COMMUNICATION CABINET 1 TVC SWITCH UNIT

12V VOLTAGE REGULATOR
TVC SWITCH UNIT RACK P TYPE
DPHR2 MODULE
MPHR2 MODULE
IPHR2

Exhibit 1, Attachment A-9

COMMUNICATION CABINET 1 DTU (TELEMAT C200 TRANSMITTER)

CIRCUIT BOARD TRANS

COMMUNICATION CABINET 2 VIDEO/FACILITIES
PUBLIC ADDRESS SWITCHING AND DEPORTING UNIT

CIRCUIT BOARD CMAUD
CIRCUIT BOARD COMVD 16-2

COMMUNICATION CABINET 2 VIDEO/FACILITIES
PUBLIC ADDRESS TERMINAL CONTROLLER

CIRCUIT BOARD C2LAS V24
CIRCUIT BOARD SAS3
CIRCUIT BOARD STRAME
POWER SUPPLY
COMMUNICATION CABINET 2 VIDEO/FACILITIES
PUBLIC ADDRESS DECODING AND SWITCHING UNIT

POWER SUPPLY UNIT + 1 2V/4.2A, 5A/1 2V/1
CIRCUIT BOARD COMVD 8-3
CIRCUIT BOARD DMXAUD
CIRCUIT BOARD INFMOD

COMMUNICATION CABINET 3 DTU
CIRCUIT BOARD C2LAS V24
CIRCUIT BOARD SAS3
CIRCUIT BOARD STRAME

POWER SUPPLY

Exhibit 1, Attachment A-10

MIMIC DISPLAY CONTROLLER
CIRCUIT BOARD SAS3
CIRCUIT BOARD SEGLED
POWER SUPPLY

CONTROL CENTER AUDIO MIXING UNIT

AMU MODULE SMPMOD
AMU MODULE ADLM
AMU MODULE ALHP

CONTROL CENTER TERMPAC 86 KEYBOARD
CONSOLE DISPLAY/KEYBOARD TERMINAL
TVC KEYBOARD TERMPAC 86 A1
CCTV KEYBOARD TERMPAC 86 A2
FPA KEYBOARD TERMPAC 86 A3

DATA TRANSMISSION UNIT COMMUNICATION CABINET IN STATION

AUDIO AMPLIFIER
AUDIO MONITORING PANEL
FIBER OPTIC PATCHBOARD

DATA TRANSMISSION UNIT COMMUNICATION CABINET IN STATION DTU

CIRCUIT BOARD C2LAS BC
CIRCUIT BOARD C2LAS V24
CIRCUIT BOARD SAS3
CIRCUIT BOARD TM81
CIRCUIT BOARD TM8V
CIRCUIT BOARD TRANS
POWER SUPPLY

Exhibit 1, Attachment A-11

DATA TRANSMISSIONS UNIT COMMUNICATION CABINET IN MSF

AUDIO AMPLIFIER
AMPLIFIER MONITORING PANEL
FIBER OPTIC PATCHBOARD

DATA TRANSMISSIONS UNIT COMMUNICATION CABINET IN STATION DTU

CIRCUIT BOARD C2LAS BC
CIRCUIT BOARD C2LAS V24
CIRCUIT BOARD SAS3

CIRCUIT BOARD TM8V
CIRCUIT BOARD TRANS
POWER SUPPLY

CCTV NETWORK

CCD CAMERA
COMPRESSION DRIVER

INSTRUMENTATION RACK

SWITCH-CONTROLLER 1254
TRANSFORMER 744423
POWER SUPPLY RACK

INTERFACE RACK I

CIRCUIT BOARD VALIM
CIRCUIT BOARD MLSBC
CIRCUIT BOARD DLS
CIRCUIT BOARD MSVTC

Exhibit 1, Attachment A-12

CIRCUIT BOARD DSMM
CIRCUIT BOARD SCROI
CIRCUIT BOARD DMSV
CIRCUIT BOARD DTMTC
CIRCUIT BOARD ECP
CIRCUIT BOARD DCMT

INTERFACE RACK 2

CIRCUIT BOARD CLO1
CIRCUIT BOARD ACLO2
CIRCUIT BOARD ACLO3
CIRCUIT BOARD ACLO4
CIRCUIT BOARD ACLO5
CIRCUIT BOARD ACLO6
CIRCUIT BOARD CVI
CIRCUIT BOARD SCRO

VME RACK

CIRCUIT BOARD MVMW 101
CIRCUIT BOARD MVME 211
CIRCUIT BOARD VME/GPIB
CIRCUIT BOARD MVME 355
CIRCUIT BOARD MVME 340A
CIRCUIT BOARD TSVME 401-2

POWER SUPPLY RACK

CIRCUIT BOARD 24V 6.9A
CIRCUIT BOARD 1 7V 1A
CIRCUIT BOARD 1 2V 1 3A
CIRCUIT BOARD 9V 5A

Exhibit 1, Attachment A-13

CIRCUIT BOARD 5V 1 SA

LOAD RACK

CIRCUIT BOARD C-ALIM 1

CIRCUIT BOARD C-ALIM 2

CIRCUIT BOARD C-SECURITE

CIRCUIT BOARD C-CDA 2

CIRCUIT BOARD C-TMTC

CIRCUIT BOARD C-EAS

CIRCUIT BOARD C-BST

CIRCUIT BOARD C-FN

Exhibit 1, Attachment A-14

ATTACHMENT B

LIST OF SOFTWARE MAINTAINED BY CONTRACTOR

The listing of software contained here is organized by category of software and may not represent an exhaustive listing of all individual programs. However, the intent of this listing is to cover all software used to operate the ATS, as supplied by MATRA under City Contract No. 66481:

1. WCU SOFTWARE

<u>NAME</u>	<u>FUNCTION</u>
11	PROM_11_V1_6
12	PROM_12_V1_6
13	PROM_13_V1_6
14	PROM_14_V1_5
15	PROM_15_V1_4
16	PROM_16_V1_6
INS	PROM_INS_V1_7
REM	PROM_REM_V1_9
STO	PROM_STO_V1_7
TTS	PROM_TTS_V1_10
ACU	PROM_ACU_V1_7

2. ON-BOARD AND DOCU SOFTWARE

<u>EQUIPMENT</u>	<u>SOFTWARE REFERENCES</u>
DOCU	CH_118_P (FOR ALL DOCUS
ON-BOARD TMTC	CH_617_1 (FOR ALL VEHICLES)
OBCU DRIVE	CH_210 (FOR ALL VEHICLES)
OBCU SYNTH	CH (FOR ALL VEHICLES)
ON-BOARD EXTE1	CH_102)FOR ALL VEHICLES)

Exhibit 1, Attachment B-1

3. ETB SOFTWARE

<u>ETB</u>	<u>VERSION NUMBER</u>
PC	V2.10
CPU BOARD	V2.10

4. PTS SOFTWARE

<u>PTS</u>	<u>VERSION NUMBER</u>
PTS	V1.0
WCU DAS	

5. DTU SOFTWARE

<u>NAME</u>	<u>VERSION NUMBER</u>
RTU-VAL	5.01
GIBUS	4.05
TSTG	3.01
TC-16	3.03
TM8	2.02
C2LAS	4.03

6. MIMIC DISPLAY CONTROLLER SOFTWARE

<u>NAME</u>	<u>VERSION NUMBER</u>
RTU-VAL	3.00

Exhibit 1, Attachment B-2

GIBUS	4.03
VOY64	1.01
SEGLED	1.00

7. VDTI

<u>NAME</u>		<u>SOFTWARE</u>
EXM-	ATMTC	V.3.01
CPU16K	ATMTC	V.3.01
ES-325V	FAACQ	V.1.01
ES-325V	ES32	V3.0
STRAME	VSTRAM	V2.0
GIBUS		V4.03

LIST OF ELECTRONIC BOARDS AND EQUIPMENT TO BE MAINTAINED BY OATS

The listing of Electronic Boards contained here is organized by category of boards and does not represent an exhaustive listing of all individual boards. However, the intent of this listing is to cover all boards in the ATS System to be maintained by OATS.

1.1 List of Electronic Boards and Equipment for ATC — Not Applicable.

1.2 List of non-ATC Boards and Equipment for Vehicles and Platforms:

1. Vehicle

Control and Monitoring

Manual Control Console A22

(No Electronic Module)

1.3 List of Electronic Boards and Equipment for Control Center:

Communication Cabinet —2 Video Monitor

12" Video Monitor

Communication Cabinet —3 Audio Recorders

Audio Recorder

Control Center Video Monitor

Video Monitor

Data Transmission Unit Communication Cabinet in Station:

• Audio Amplifier

Exhibit 1, Attachment C-1

- Audio Monitoring Panel
- Fiber Optics Patch board (No electronic Module)

CCIV Network

- COD Camera

1.4 List of Electronic Boards and Equipment for Test Bench:

Instrumentation Rack:

- Multimeter HP 3457A
- Power Supply HP 6030A
- Synthesizer/FUnCtiOn Generator HP 3225
- Synthesizer/HP 3326A
- Switch Controller 1254
- Transformer 744423
- Power Supply Rack

EXHIBIT 2

Schedule of Compensation

SCHEDULE OF COMPENSATION

1. BASIS OF PAYMENT— July 1, 2007 to June 30, 2008

The City will pay Contractor for the satisfactory Services performed from July 1, 2007 through June 30, 2008 as follows:

- A. For Technical Support Service \$622,995.00 one year.
- B. For Home Office Support, a lump sum of \$396,406.80 for one year.
- C. For Maintenance Services, a lump sum of \$514,933.56 for one year.
- D. Total compensation for A, B and C for a period of 12 months = \$1,534,335.36
- E. For Rolling Stock and Guide way Stock Supply and Repair Services the City will pay Contractor the actual and reasonable costs incurred for supply of rolling stock and guide way stock—external costs only, which includes parts, handling, shipping, plus a fee of 25% of such costs, which includes Contractor internal costs for labor, incidentals, applicable taxes, overhead. etc., and profit.

2. METHOD OF PAYMENT - July 1, 2007 to June 30, 2008

The City will process payment in the following manner:

Contractor will receive advance payments for Technical Support, Home Office Support and Maintenance Services. Monthly payments will be based upon 1/12 of the lump sum amounts detailed above. Contractor must Invoice for Rolling Stock Supply and Repair Services in the month following completion of such Services.

Upon execution of this Agreement, Contractor must submit to the City its invoice in the amount of compensation for Technical Support, Home Office Support, and Maintenance Services for the first two months of Services under this Agreement. The City will pay Contractor the amount invoiced within 60 days after receipt of the properly completed invoice. In order to facilitate advance payment on the 15th day of the month for each succeeding month of the term thereafter, commencing the 15th day of the month following commencement of Services under this Agreement, and not later than the 15th day of each succeeding month throughout the term of this Agreement, Contractor must submit to the City its certified invoice, in such form and detail as may be required by the Commissioner, showing:

- A. Monthly lump sum of \$51,916.25 for Technical Support personnel providing on-site Services from July 1, 2007 to June 30, 2008
- B. Monthly lump sum of \$33,033.90 for Home Office Support from July 1, 2007 to June 30, 2008
- C. Monthly lump sum of \$42,911.13 for Maintenance Services from July 1, 2007 to June 30, 2008
- D. The cost reimbursement plus fee for Rolling Stock and Guide way Stock Supply and Repair Services, if any, performed during the preceding month. Costs must be supported by documentation and information as may be requested by the Commissioner to evidence actual costs incurred by Contractor during the prior month for Rolling Stock Supply and Repair Services expenses.

All books and accounts in connection with Rolling Stock Supply and Repair Services must be maintained by Contractor and must be open to inspection by a properly accredited representative of the City for a period 5 years following expiration or termination of this Agreement.

Upon the expiration or termination of this Agreement, or at any time during the term of this Agreement at the City's option, a final reconciliation of amounts paid by the City versus amounts actually due from the City to Contractor as provided in this Agreement will be done by the City. Contractor must remit to the City any overpayments made by the City, and if the City has underpaid the City will remit to Contractor the amount due Contractor.

Exhibit 2-2

2. BASIS OF PAYMENT - July 1, 2008 to June 30, 2009

The City will pay Contractor for the satisfactory Services performed from July 1, 2008 through June 30, 2009 as follows:

- A. For Technical Support Services, \$622,995.00 for one year. Technical Support
- B. For Home Office Support, a lump sum of \$396,406.80
- C. For Maintenance Services, a lump sum of \$514,933.56
- D. Total compensation for A. B and C for a period of 12 months = \$1,534,335.36
- E. For Rolling Stock and Guide way Stock Supply and Repair Services the City will pay Contractor the actual and reasonable costs incurred for supply of rolling stock and guide way stock (external costs only, parts, handling, shipping, plus a fee of twenty-five percent (25%) of such costs, (includes Contractor internal costs for labor, incidentals, applicable taxes, overhead, etc., and profit).

3. METHOD OF PAYMENT - July 1, 2008 to June 30, 2009. The City will process payment in the following manner:

Contractor will receive advance payments for Technical Support, Home Office Support, and Maintenance Services. Monthly payments will be based upon 1/12 of the lump sum amounts detailed above. Contractor must invoice for Rolling Stock Supply and Repair Services in the month following completion of such Services.

Upon execution of this Agreement, Contractor must submit to the City its invoice in the amount of compensation for Technical Support, Home Office Support, and Maintenance Services for the first two months of Services under this Agreement. The City will pay Contractor the amount invoiced within 30 calendar days after receipt of the properly completed invoice. In order to facilitate advance payment on the 15th day of the month for

Exhibit 2-3

each succeeding month of the term thereafter, commencing the 1st day of the month following commencement of Services under this Agreement, and not later than the 15th day of each succeeding month throughout the term of this Agreement, Contractor must submit to the City its certified invoice, in such form and detail as may be required by the Commissioner, showing:

- A. Monthly lump sum of \$51,916.25 for Technical Support personnel providing on-site Services from July 1, 2008 to June 30, 2009
- B. Monthly lump sum of \$33,033.90 for Home Office Support from July 1, 2008 to June 30, 2009
- C. Monthly lump sum of \$42,911.13 for Maintenance Services from July 1, 2008 to June 30, 2009
- D. The cost reimbursement plus fee for Rolling Stock and Guide way Stock Supply and Repair Services, if any, performed during the preceding month. Costs must be supported by documentation and information as may be requested by Commissioner to evidence actual costs incurred by Contractor during the prior month for Rolling Stock Supply and Repair Services expenses.

All books and accounts in connection with Rolling Stock Supply and Repair Services must be maintained by Contractor and must be open to inspection by a properly accredited representative of the City for a period 5 years following expiration or termination of this Agreement.

Upon the expiration or termination of this Agreement, or at any time during the term of this Agreement at the City's option, a final reconciliation of amounts paid by the City versus amounts actually due from the City to Contractor as provided in this Agreement will be done by the City. Contractor must remit to the City any overpayments made by the City, and if the City has underpaid, the City will remit to Contractor the amount due Contractor.

Exhibit 2-4

4. BASIS OF PAYMENT - July 1, 2009 to June 30, 2010

The City will pay Contractor for the satisfactory Services performed from the effective date hereof through June 30, 2010 as follows:

- A. For Technical Support Services, \$622,955.12 for one year. Technical Support personnel provided hereunder
- B. For Home Office Support, a lump sum of \$396,406.80
- C. For Maintenance Services, a lump sum of \$514,933.56
- D. Total compensation for A, B and C for A period of 12 months = \$1,534,335.36
- E. For Rolling Stock and Guide way Stock Supply and Repair Services the City will pay Contractor the actual and reasonable costs incurred for supply of rolling stock and guide way stock (external costs only, pads, handling, shipping, plus a fee of twenty-five percent (25%) of such costs, (includes Contractor Internal costs for labor, overhead, etc., and profit).

5. METHOD OF PAYMENT - July 1, 2009 to June 30, 2010

The City will process payment in the following manner:

Contractor will receive advance payments for Technical Support. Home Office Support and Maintenance Services, Monthly payments will be based upon 1/12 of the lump sum amounts detailed above. Contractor must invoice for Rolling Stock Supply and Repair Services In the month following completion of such Services.

Upon execution of this Agreement, Contractor must submit to the City its invoice in the amount of compensation for Technical Support, Home Office Support, and Maintenance

Exhibit 2-5

Services for the first two months of Services under this Agreement. The City will pay Contractor the amount invoiced within 30 calendar days after receipt of the properly completed invoice. In order to facilitate advance payment on the 15th day of the month for each succeeding month of the term thereafter, commencing the 15th day of the month following commencement of Services under this Agreement, and not later than the 15th day of each succeeding month throughout the term of this Agreement. Contractor must submit to the City its certified invoice, in such form and detail as may be required by the Commissioner, showing:

- A. Monthly lump sum of \$51,916.25 per Technical Support personnel actually providing on-site Services during such month for July 1, 2009 to June 30, 2010.
- B. Monthly lump sum of \$33,033.90 for Home Office Support for July 1, 2009 to June 30, 2010.
- C. Monthly lump sum of \$42,911.13 for Maintenance Services for July 1, 2009 to June 30, 2010.
- D. The cost reimbursement plus fee for Rolling Stock and Guide way Stock Supply and Repair Services, if any, performed during the preceding month. Costs must be supported by documentation and information as may be requested by the Commissioner to evidence actual costs incurred by Contractor during the prior month for Rolling Stock Supply and Repair Services expenses.

All books and accounts in connection with Rolling Stock Supply and Repair Services must be maintained by Contractor and must be open to inspection by a properly accredited representative of the City for a period 5 years following expiration or termination of this Agreement.

Upon the expiration or termination of this Agreement, or at any time during the term of this Agreement at the City's option, a final reconciliation of amounts paid by the City versus amounts actually due from the City to Contractor as provided in this Agreement will be done by the City. Contractor must remit to the City any overpayments made by the City, and if the City has underpaid, the City will remit to Contractor the amount due Contractor.

Exhibit 2-6

6. BASIS OF PAYMENT— July 1, 2010 to June 30, 2011

The City will pay Contractor for the satisfactory Services performed from July 1, 2010 through June 30, 2011 as follows:

- A. For Technical Support Service \$622,995.00 one year.
- B. For Home Office Support, a lump sum of \$396,406.80 for one year.
- C. For Maintenance Services, a lump sum of \$514,933.56 one year.
- D. Total compensation for A, B and C for a period of 12 months = \$1,534,335.36
- E. For Rolling Stock and Guide way Stock Supply and Repair Services the City will pay Contractor the actual and reasonable costs incurred for supply of rolling stock and guide way stock—external costs only, which includes parts, handling, shipping, plus a fee of 25% of such costs, which includes Contractor internal costs for labor, incidentals, applicable taxes, overhead. etc., and profit.

7. METHOD OF PAYMENT - July 1, 2010 to June 30, 2011

The City will process payment in the following manner:

Contractor will receive advance payments for Technical Support, Home Office Support and Maintenance Services. Monthly payments will be based upon 1/12 of the lump sum amounts detailed above. Contractor must Invoice for Rolling Stock Supply and Repair Services in the month following completion of such Services.

Upon execution of this Agreement, Contractor must submit to the City its invoice in the amount of compensation for Technical Support, Home Office Support, and Maintenance Services for the first two months of Services under this Agreement. The City will pay Contractor the amount invoiced within 60 days after receipt of the properly completed invoice. In order to facilitate advance

Exhibit 2-7

payment on the 15th day of the month for each succeeding month of the term thereafter,

Commencing the 15th day of the month following commencement of Services under this Agreement, and not later than the 15th day of each succeeding month throughout the term of this Agreement, Contractor must submit to the City its certified invoice, in such form and detail as may be required by the Commissioner, showing:

- A. Monthly lump sum of \$51,916.25 for Technical Support on-site Services from July 1, 2010 to June 30, 2011
- B. Monthly lump sum of \$33,033.90 for Home Office Support from July 1, 2010 to June 30, 2011
- C. Monthly lump sum of \$ 42,911.13 for Maintenance Services from July 1, 2010 to June 30, 2011
- D. The cost reimbursement plus fee for Rolling Stock and Guide way Stock Supply and Repair Services, if any, performed during the preceding month. Costs must be supported by documentation and information as may be requested by the Commissioner to evidence actual costs incurred by Contractor during the prior month For Rolling Stock Supply and Repair Services expenses.

All books and accounts in connection with Rolling Stock Supply and Repair Services must be maintained by Contractor and must be open to inspection by a property accredited representative of the City for a period 5 years following expiration or termination of this Agreement.

Upon the expiration or termination of this Agreement, or at any time during the term of this Agreement at the City's option, a final reconciliation of amounts paid by the City versus amounts actually due from the City to Contractor as provided in this Agreement will be done by the City. Contractor must remit to the City any overpayments made by the City, and if the City has underpaid the City will remit to Contractor the amount due Contractor.

Exhibit 2-8

8. BASIS OF PAYMENT— July 1, 2011 to June 30, 2012

The City will pay Contractor for the satisfactory Services performed from July 1, 2011 through June 30, 2012 as follows:

- A. For Technical Support Service \$622,995.00 for one year.
- B. For Home Office Support, a lump sum of \$396,406.80 for one year.
- C. For Maintenance Services, a lump sum of \$514,933.56 one year.
- D. Total compensation for A, B and C for a period of 12 months = \$1,534,335.36
- E. For Rolling Stock and Guide way Stock Supply and Repair Services the City will pay Contractor the actual and reasonable costs incurred for supply of rolling stock and guide way stock—external costs only, which includes parts, handling, shipping, plus a fee of 25% of such costs, which includes Contractor internal costs for labor, incidentals, applicable taxes, overhead. etc., and profit.

9. METHOD OF PAYMENT - July 1, 2011 to June 30, 2012

The City will process payment in the following manner:

Contractor will receive advance payments for Technical Support, Home Office Support and Maintenance Services. Monthly payments will be based upon 1/12 of the lump sum amounts detailed above. Contractor must Invoice for Rolling Stock Supply and Repair Services in the month following completion of such Services.

Upon execution of this Agreement, Contractor must submit to the City its invoice in the amount of compensation for Technical Support, Home Office Support, and Maintenance Services for the first two months of Services under this Agreement. The City will pay Contractor the amount invoiced within 60 days after receipt of the properly completed invoice. In order to facilitate advance payment on the 15th day of the month for each succeeding month of the term thereafter,

Exhibit 2-9

commencing the 15th day of the month following commencement of Services under this Agreement, and not later than the 15th day of each succeeding month throughout the term of this Agreement, Contractor must submit to the City its certified invoice, in such form and detail as may be required by the Commissioner, showing:

- A. Monthly lump sum of \$51,916.25 for Technical Support personnel providing on-site Services from July 1, 2011 to June 30, 2012
- B. Monthly lump sum of \$33,030.90 for Home Office Support from July 1, 2011 to June 30, 2012
- C. Monthly lump sum of \$42,911.13 for Maintenance Services from July 1, 2011 to June 30, 2012
- D. The cost reimbursement plus fee for Rolling Stock and Guide way Stock Supply and Repair Services, if any, performed during the preceding month. Costs must be supported by documentation and information as may be requested by the Commissioner to evidence actual costs incurred by Contractor during the prior month for Rolling Stock Supply and Repair Services expenses.

All books and accounts in connection with Rolling Stock Supply and Repair Services must be maintained by Contractor and must be open to inspection by a property accredited representative of the City for a period 5 years following expiration or termination of this Agreement.

Upon the expiration or termination of this Agreement, or at any time during the term of this Agreement at the City's option, a final reconciliation of amounts paid by the City versus amounts actually due from the City to Contractor as provided in this Agreement will be done by the City. Contractor must remit to the City any overpayments made by the City, and if the City has underpaid the City will remit to Contractor the amount due Contractor.

Exhibit 2-10

10. BASIS OF PAYMENT - Subsequent to June 30, 2012

If the Agreement is extended, as set forth in Section 4.3, Compensation for Services performed during calendar years subsequent to June 30, 2012 will be determined in accordance with the provisions of Section 10.3, Amendments of the Agreement.

11. ADDITIONAL SERVICES

Within 30 days of receipt of a written request for Additional Services, Contractor must submit to the City, in writing, its proposal for compensation for such Additional Services. The proposal may be based on a lump sum or cost reimbursable basis, at Contractor's option, and will be a starting point for negotiation between the City and Contractor.

SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: technical Services Agreement
Specification Number: B2-92355-03

From: Techserv Corporation
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: Siemens Transportation System 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 _____ to April 1, 2008 for a period of one year.

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

Electric Components, Test Equipment, Computers;
Information Technology

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

AT Regular Prices - DUR

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 three (3) working days of receipt of a signed contract from the City of Chicago.

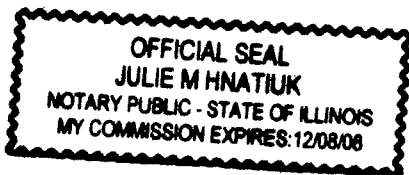
Julie M Hnatyuk

Joannie Lu
(Signature of Owner or Authorized Agent)

Joannie Lu / Accounting Manager
Name/Title (Print)

11-27-06
Date

630-969-2330
Phone





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>

November 6, 2006

Patty Lu
TechServ Corporation
4313 Lincoln Avenue, Suite 106
Lisle, Illinois 60532

Annual Certificate Expires: April 1, 2008
Vendor Number: 1064737

Dear Ms. Lu:

We are pleased to inform you that TechServ Corporation has been certified as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **April 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 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:

**Information Technology Provider, Local and Wide Area Network Services,
Information Technology Training and Placement, Computer Repair and
Maintenance Services; IT Consulting; Environmental Inspections**

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. **MBE/WBE** 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 Lyson
Deputy Procurement Officer

LAL/dm



SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Technical services Agreement
Specification Number: B2-92955-03

From: CAL Communications, Inc.
(Name of MBE/WBE Firm)

MBE: Yes XX; No ___
WBE: Yes ___; No ___

To: Siemens Transportation Systems, Inc. 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 Oct. 30, 2006 to Oct. 1, 2007 for a period of one year.

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


ELECTRONICS - ENGINEER - TECHNICIAN - SERVICES -
Materials

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

At Regular Prices DUB

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 three (3) working days of receipt of a signed contract from the City of Chicago.


(Signature of Owner or Authorized Agent)

Carlos A. Lopez, President
Name/Title (Print)

November 28, 2006
Date

(847) 537-2425
Phone



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>

October 30, 2006

Carlos Lopez, President
Cal Communications, Inc.
1340 Busch Parkway
Buffalo Grove, IL 60089

Annual Certificate Expires: October 1, 2007
Vendor Number: 1009137

Dear Mr. Lopez:

We are pleased to inform you that **Cal Communications, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **October 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2007.**

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.

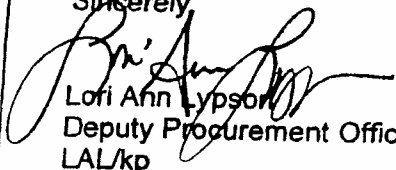
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Cable and Electrical Contractor; Telecommunication Systems Installation and Consulting; Telecommunication Services Voice & Data; Wireless Voice & Data Systems; VOIP Telecom Services

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,


Lofi Ann Lypson
Deputy Procurement Officer
LAL/kp

IL UCP HOST: City of Chicago



SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: TECHNICAL Services AGREEMENT
Specification Number: 132-92955-03

From: Industria Inc.
(Name of MBE/WBE Firm)

MBE: Yes ; No
WBE: Yes ; No

To: Siemens transportation systems inc. 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 May 1, 2006 to May 1, 2007 for a period of one year.

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 and Electronic materials - shipping/receiving management - logistics management, Project management

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

At Regular Prices - DVI

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 three (3) working days of receipt of a signed contract from the City of Chicago.


(Signature of Owner or Authorized Agent)

David M Rambhajan / President
Name/Title (Print)

November 27, 2006
Date

773-697-0190
Phone



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>

October 2, 2006

David M. Rambhajan, President
Industria, Inc.
2856 N. Campbell Ave.
Chicago, Illinois 60618

Dear Mr. Rambhajan:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until **May 1, 2007**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Project Management, Construction Management; Supplier of Construction and electrical Materials

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer

LAL/hzm



SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Contract Name: technical services AGREEMENT
Specification No.: B2-92955-03

State of ILLINOIS

County (City) of Cook

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

Siemens transportation systems INC.
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: TECHSERV CORPORATION
 Address: 4513 LINCOLN AVE, SUITE 106 Lisle ILL 60653
 Contact Person: PATTY LU Phone: 630-969-2330
 Dollar Amount Participation \$ D.U.R.
 Percent Amount of Participation: 4.5 %
 Schedule C-1 attached? Yes X No _____*
2. Name of MBE/WBE: CAL COMMUNICATIONS - INC.
 Address: 1540 BUSCH PARKWAY BUFFALO GROVE ILL 60089
 Contact Person: CARLOS LOPEZ Phone: 847-537-2425
 Dollar Amount Participation \$ - D.U.R.
 Percent Amount of Participation: 13.97 %
 Schedule C-1 attached? Yes X No _____*

*(see next page)

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

3. Name of MBE/WBE: INDUSTRIA INC.
Address: 2856 N. CAMPBELL AVENUE
Contact Person: DAVID M. RAMSHAJAN Phone: (773)-697-0190
Dollar Amount Participation \$ D.U.R
Percent Amount of Participation: 2.93 %
Schedule C-1 attached? Yes No *

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

5. Name of MBE/WBE: _____
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.)

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: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

B. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____

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

- Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
- C. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
- D. Name of MBE/WBE: _____
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 of Participation	Percent Amount of Participation
CAL Communications INC.	\$ DUR	% 13.97
INDUSTRIA INC.	\$ DUR	% 2.93
	\$	%
	\$	%
Total Direct MBE Participation	\$ DUR	% 16.9%

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	% _____
_____	\$ _____	% _____
_____	\$ _____	% _____
_____	\$ _____	% _____
Total Indirect MBE Participation	\$ _____	% _____

1. WBE Direct Participation (from Section I.)

WBE Proposal

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
TECH SERV CORPORATION	\$ DUR	% 4.5
	\$	%
	\$	%
	\$	%
Total Direct WBE Participation	\$	% 4.5

2. WBE Indirect Participation (from Section II)

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	% _____
_____	\$ _____	% _____
_____	\$ _____	% _____
_____	\$ _____	% _____
Total Indirect WBE Participation	\$ _____	% _____

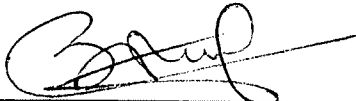
SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

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: MOHAMED BOUKHALFA Phone Number: (773) 8444587

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.



01-11-2007

Signature of Affiant (Date)

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 1-11-07 (date)

by MOHAMED BOUKHALFA
(name /s of person/s)

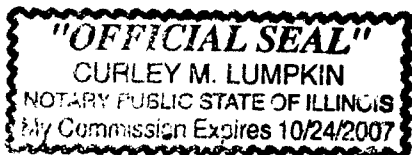
as Siemens transportation systems INC Representative
(type of authority, e.g., officer, trustee, etc.)

of _____
(name of party on behalf of whom

instrument was executed).

Curley M Lumpkin 1/11/07
Signature of Notary Public

(Seal)



**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 Transportation Systems, Inc. (STS)

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:

498 Seventh Avenue, 16th floor
New York City, NY 10018

C. Telephone: 212-672-4085 Fax: 212-672-4001 Email: saundra.lautenberg@siemens.com

D. Name of contact person: Saundra Lautenberg

E. Federal Employer Identification No. (if you have one): 13-3594873

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):

Technical Service Agreement, No. B2-92955-03 between the City of Chicago, Department of Aviation and STS

G. Which City agency or department is requesting this EDS? Department of Aviation

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

Specification # B2-92955-03 and Contract # 2584

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 checked="" type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input 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
<u>Oliver Hauck</u>	<u>President & CEO</u>
<u>Mark Evans</u>	<u>Vice President & CFO</u>
<u>Aashish Gupta</u>	<u>Vice President</u>
<u>Michael Krussig</u>	<u>Division Controller</u>

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

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 Corporation	599 Lexington Avenue, 56th Floor New York City, NY 10022	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):

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)
TechServ Corporation	4513 Lincoln Ave, Suite 106 Lisle IL 60532		4.5%
Cal Communications, Inc.	1340 Busch Parkway, Buffalo Grove, IL 60089		13.97%
Industria INC.	2856 N.Campbell Avenue, Chicago IL 60618		2.93%

(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:

None

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):

None

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

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.

 X 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:

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/sflllin.pdf>, linked on the page 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:

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, 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.

AASHISH GUPTA, Siemens Transportation Systems Inc. Date: May 17, 2006
(Print or type name of Disclosing Party)

By:

Aashish K. Gupta
(sign here)

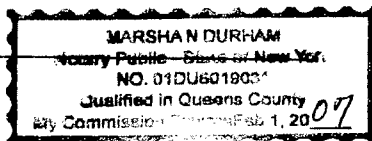
AASHISH GUPTA
(Print or type name of person signing)

V.I. RAIL AUTOMATION / INTEGRATED SERVICES
(Print or type title of person signing)

Signed and sworn to before me on (date) MAY 17, 2006 by Aashish K. Gupta,
at New York County, N.Y. (state).

Marsha N. Durham Notary Public.

Commission expires:



DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

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

GENERAL INFORMATION:

Date: 03/01/07
 REQ No.: 32487
 PO No.: (if known):
 Modification No.: (if known):
 Project Description: New Sole Source Request for Maintenance and Technical Support of the ATS

Contact Person: Denise Hudson
 Tel: 6-3590 Fax: E-mail: av01335@cityofchicago.org
 Project Manager: Jerry Maher
 Tel: 42110 Fax: E-mail: @cityofchicago.org
 Previous PO No.: (if known):

FUNDING:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	07	0740	85	4020	220157	0157	0000			7,671,676

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply. **Estimated Value \$7,671,676**

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

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

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

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

- Blanket Agreement
 Standard Agreement
 Small Orders

MOD/AMENDMENT

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

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: 5YRS Requested Term (number of months): 60 mths

PRE BID/SUBMITTAL REQUIREMENTS:

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

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 085- O'HARE O'HARE AIRPORT Chicago, IL 60666	REQUISITION: 32487 PAGE: 1 DEPARTMENT: 85 - DEPT OF AVIATION PREPARER: Denise Hudson NEEDED: APPROVED: 3/1/2007
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REQUISITION DESCRIPTION

New Sole Source for Maintenance & Technical Services O'Hare ATS, 5 yrs, \$1,534,335.36 per year
 SPECIFICATION NUMBER: B2-9295503

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
1	92955 Maintenance of Mass Transit Rail-Tech Support	60.00	Month	51,916.25	3,114,975.00
SUGGESTED VENDOR: SIEMENS TRANSPORTATION SYSTEM,		REQUESTED BY: Denise Hudson			
DIST	BFY FUND COST CTR APPR ACCNT ACTV	PROJECT	RPT CAT	GENRL FUTR	Dist. Amt.
1	007 0740 0854020 0157 220157 0000	00000000	000000	00000 0000	3,114,975.00
LINE TOTAL:					3,114,975.00
2	92955 Maintenance of Mass Transit-Home Office	60.00	Month	33,033.90	1,982,034.00
SUGGESTED VENDOR: SIEMENS TRANSPORTATION SYSTEM,		REQUESTED BY: Denise Hudson			
DIST	BFY FUND COST CTR APPR ACCNT ACTV	PROJECT	RPT CAT	GENRL FUTR	Dist. Amt.
1	007 0740 0854020 0157 220157 0000	00000000	000000	00000 0000	1,982,034.00
LINE TOTAL:					1,982,034.00
3	92955 Maintenance of Mass Transit -Maintenance Services	60.00	Month	42,911.13	2,574,667.80
SUGGESTED VENDOR: SIEMENS TRANSPORTATION SYSTEM,		REQUESTED BY: Denise Hudson			
DIST	BFY FUND COST CTR APPR ACCNT ACTV	PROJECT	RPT CAT	GENRL FUTR	Dist. Amt.
1	007 0740 0854020 0157 220157 0000	00000000	000000	00000 0000	2,574,667.80
LINE TOTAL:					2,574,667.80
REQUISITION TOTAL:					7,671,676.80

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.
 Requisitions prepared incorrectly will be returned to the using department.