



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
819383

DATE  
8/24/2012  
F.O.B. POINT

PURCHASE ORDER NO.  
**182658 - 000- OP**  
REQUISITION NO.  
00104756 OR

Johnson Controls  
3007 Malmo Drive  
Arlington Heights IL 60005

**COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K**

<b>SHIP TO</b> Facilities Management Criminal Justice Administration Bldg 2650 S. California Avenue CHICAGO IL 60608-5145	<b>DELIVERY INSTRUCTIONS</b> Jim Hannigan 3017	773-647-	DEPT NO	Page 1 of 1
			2001113	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Labor Repair rail voltage Install and program the power boards for the EST 3 fire alarm system manufactured by Edwards.	4.00 HR	145.0000	580.00	2001113.540360
2.00	Parts PPS/M POWER SUPPLY	1.00 EA	882.6300	882.63	2001113.530275
3.00	Parts BPS/M POWER SUPPLY	1.00 EA	995.8700	995.87	2001113.530275
***** Total Order *****				2,458.50	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date:

*Maria de Jesus*

8/31/12

79 BK new

Report: R56REQ2

# Purchase Requisition

## Office of the Purchasing Agent

Cook County of Illinois

Purchase Order Number

182658

Buyer Number 724151 Supervisor 50  
 Bid/Sole Src Code SSV  
 Business Unit 2001113  
 Internal Req Number 22000534  
 Board Apr Date & Item 7/16/2012  
 Requisition Date 7/16/2012  
 Date Needed 7/16/2012

Requisition # OR 104756 Contract # \_\_\_\_\_  
 Open Date \_\_\_\_\_

Ship To: 8000409 Facilities Management  
 Criminal Justice Administratio  
 2650 S. California Avenue  
 CHICAGO IL 60608-5145

Delivery Instructions: Supplier: 819383 Johnson Controls Inc  
 Jim Hannigan 3007 Malmo Drive  
 773-647-3017 Arlington Heights IL 60005

*Belinda*  
*4171*

One Time Purchase Yes No Covers Need for \_\_\_\_\_ months. Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_ Prior Contract No. \_\_\_\_\_ Expiration Date \_\_\_\_\_ Emergency No. \_\_\_\_\_

Line #	Commodity Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1,000	910 Labor	< >	4.00	HR	145.0000	580.00	2001113.540360
	Labor to repair rail voltage power supply						
2,000	578 Parts	< >	1,878.5000	LO	1,878.5000	1,878.50	2001113.530275
	Parts to repair rail voltage power supply						
	Req. #22000534						
						Total of Items Ordered	2,458.50

*Received 8/3/12*  
*from Super*  
*w/ Revised*  
*SSSP decer*

APPROVED BUDGETARY ACCOUNT 80:111 61 PURCHASING USE ONLY

CERTIFICATION  
 I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

*Belinda*  
 REQUISITIONER  
 7/18/12  
 BUREAU or DEPARTMENT HEAD

ACCT # \_\_\_\_\_  
 DATE \_\_\_\_\_ BY \_\_\_\_\_

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE  
PRESIDENT

EARLEAN COLLINS	1st Dist.	BRIDGET GAINER	10th Dist.
ROBERT STEELE	2nd Dist.	JOHN P. DALEY	11th Dist.
JERRY BUTLER	3rd Dist.	JOHN A. FRITCHEY	12th Dist.
WILLIAM M. BEAVERS	4th Dist.	LAWRENCE SUFFREDIN	13th Dist.
DEBORAH SIMS	5th Dist.	GREGG GOSLIN	14th Dist.
JOAN P. MURPHY	6th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
JESUS G. GARCIA	7th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
EDWIN REYES	8th Dist.	ELIZABETH ANN DOODY GORMAN	17th Dist.
PETER N. SILVESTRI	9th Dist.		



DEPARTMENT OF  
FACILITIES MANAGEMENT

**JIM D'AMICO - DIRECTOR**  
DEPARTMENT OF FACILITIES MANAGEMENT  
George W. Dunne Cook County Office Building  
69 W. Washington, Suite 3015  
Chicago, Illinois 60602-4053  
TEL: 312-603-0340  
FAX: 312-603-9990

July 16, 2012

Ms. Maria de Lourdes Coss  
Purchasing Agent  
Room 1018  
Cook County Building

Dear Ms. Maria de Lourdes Coss:

Please accept this letter as justification for the **“Sole Source”** request of Requisition No. 22000534, System #104756 in the amount of \$2,458.50, Johnson Controls, Inc., Arlington Heights, IL for the repair of the rail voltage power supply.

The fire alarm system installed at the Cook County Department of Corrections is an EST 3 System manufactures by Edwards, installed and maintained by Johnson Controls. Johnson Controls is the proprietary owner of the database.

Your assistance in processing this request is appreciated.

Sincerely,

*Belinda Henderson* (kw) 7/19/12

Belinda Henderson  
Business Manager  
Facilities Management

BH:kwb  
attachments



**Cook County  
Office of the Chief Procurement Officer**

**Sole Source Justification**

<b>General Information</b>	Date: 07/13/12
Unit/Department: Facilities Management	Phone No. 773-674-3017
Contact Name: Jim Hannigan	Email Jim.hannigan@cookcountyil.gov

<b>Vendor Information</b>	Requisition No.
Name: Johnson Controls	Purchase Order No.
Address: 3007 Malmo Drive Arlington Heights, IL 60005	Contract No.

**Description.** Please provide a description of the goods or services required, the duration or frequency of the requirement, and where will the services or goods be delivered.

Repair rail voltage. Provide, install and program the power boards for the fire alarm system.

**Type.** Please select one of the options and explain below.

Single Source     
  Proprietary/Copyright Restrictions     
  Equipment Compatibility  
 Patented Product     
  Exclusive or Unique Capability     
  Other, please explain

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Explanation: Why is this product or service the only one that would satisfy the requirement(s)?  
 Johnson Controls is the software proprietor. Any changes repairs or upgrades must be done by Johnson Controls or the system is voided.

**Due Diligence.** Describe the due diligence performed that led to the conclusion that this is a sole source.

Back up letter from the vendor.  
 NFPA Standard 72 National Fire Alarm Code  
 The Municipal Code of Chicago Relating to Fire Prevention, as of January 20, 1999, states: Fire Alarm Systems, General Requirements;  
 9(15 - 16 - 110) b2 states that a fire alarm must be proprietary.  
 9 (15 - 16 - 1490) Fire alarms shall be repaired within 24 hours.  
 (15 -30 - 010) Should be read by all concerned parties, it states who is held liable for failure to comply.

<b>Department Recommendation</b>	
Requestor: Jim Hannigan	Date: 07/13/12
Department Head: Mike Damico	Date:

<b>Chief Procurement Officer Approval</b>	
Signature: <i>Belinda Henderson</i> 8/31/12	Date: 8/31/12



**Cook County  
Office of the Chief Procurement Officer**

22000534

104756

**Sole Source Justification**

<b>General Information</b>	Date: 7-13-12
Unit/Department: Electech FAC Mang.	Phone No. 7236743017
Contact Name: Jim Hannigan	email jim.hannigan@cookcountyl.gov

<b>Vendor Information</b>	Requisition No.
Name: Johnson Controls 2458.50	Purchase Order No.
Address: 3007 Malmo Drive Arlington Heights, IL 60005 847 806 4505	Contract No.

**Description.** Please provide a description of the goods or services required, the duration or frequency of the requirement, and where will the services or goods be delivered.

Provide, install, and program the power boards for the FIRE Alarm system - RAIL VOLTAGE IS OUT OF SPEC

**Type.** Please select one of the options and explain below.

Single Source     
  Proprietary/Copyright Restrictions     
  Equipment Compatibility  
 Patented Product     
  Exclusive or Unique Capability     
  Other, please explain

**Explanation:** Why is this product or service the only one that would satisfy the requirement(s)?

This product, like all fire alarm systems is proprietary by CODE

Alarm  
Standard National Fire Code

**Due Diligence.** Describe the due diligence performed that led to the conclusion that this is a sole source.

NFPA 72 and the Chicago FIRE Code, REQUIRE FIRE ALARM SYSTEMS TO BE PROPRIETARY

13-196

**Department Recommendation**

Requestor: Jim Hannigan J. Hannigan	Date: 7-13-12
Department Head:	Date:

**Chief Procurement Officer Approval**

Signature: <i>M. Danvers</i>	Date: 7-16-12
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# Proposal

Johnson Controls, Inc.  
3007 Maimo Drive  
Arlington Heights, IL 60005  
Tel. 847-364-1500  
FAX: 848-364-1548

**TO:** Cook County Admin Bldg  
2650 S. California  
Chicago, IL 60608  
Attn: Mr. Jim Hannigan

**DATE:** July 9, 2012

**PROJECT:** Fire alarm repair

## Proposal

### Scope of Work:

Johnson Controls, Inc. will provide the necessary labor and material to repair the problem with the rail voltage power supply.

<u>Qty</u>	<u>Description</u>	<u>Amount</u>
4	JCI Technical Labor hours	\$145/hr
1	PPS/M Power Supply	\$882.63
1	BPS/M Power Supply	\$995.87

**The price for these services will be not to exceed:**  
Two Thousand Four Hundred Fifty Eight Dollars and 50/100-----\$2,458.50

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

August 31, 2012

JOHNSON CONTROLS, INC.

\_\_\_\_\_  
Purchaser – Company Name

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. If required hereunder to be furnished by Johnson shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to hazardous or dangerous materials without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-five percent (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Johnson.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No changes or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

# SERVICES TERMS AND CONDITIONS

Emerson Network Power (Libert Services, Inc. (USA) Liberty Global Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts referred to as Services ("Parts") from Seller is referred to as the "Buyer". These Services Terms and Conditions, any prior list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancy between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

**1. PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing price.

**2. TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

**3. TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, when other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorney fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by retaining any applicable retention, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security retention to Seller may be required by Seller to ensure performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts.

**4. SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for areas of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title in the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title in Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

**5. LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and will perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent applicable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts, EXCEPT AS SPECIFICALLY ABOVE. PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WITHOUT ANY WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any loss or damage due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unavailable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

**6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.**

**SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

**BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and gas or damage to property or equipment.

It is expressly understood that any incidental written furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or for loss obtained, in such advice being given and accepted at Buyer's risk.

**7. INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed; Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease; Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate; CGL includes Contractual Liability; CGL does not include Products and Completed Operations coverage, which is self-insured; Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000; Automobile Liability insurance includes Contractual Liability, but no special coverages. Additional information related to the insurance coverage provided by Seller can be found at [www.emerson.com/mf/cellinfo0909](http://www.emerson.com/mf/cellinfo0909).

Buyer expressly acknowledges and agrees that Seller has set its price and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

**8. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requisition, confiscation, nationalization, expropriation, or other acts; non-availability or delay in transportation; default of suppliers; or other causes, acts or omissions of Buyer, including, without limitation, those specified in Section 19, or any events or causes beyond Seller's reasonable control. Performance of Services and delivery of Parts may be suspended for an indefinite period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain

unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**9. CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

**10. CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance date. Seller reserves the right to change weights and specifications for the Parts without prior notice to Buyer, except with respect to Parts being manufactured for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

**11. NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

**12. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest therein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

**13. INSPECTION:** Buyer shall have but (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within such period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

**14. BILLABLE SERVICES:** Additional charges will be billed to Buyer in Seller's then prevailing labor rates for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed in times other than Seller's normal service hours; (c) if timely and reasonable site access and/or equipment access is denied the Seller reserve the right to bill for the time and materials used to gain access to the site; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in application or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) constructive, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein; or (g) Any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

**15. DRAWINGS:** Seller's documentation, price, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

**16. EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer not, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

**17. NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

**18. GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and other oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, amendment, discharge, abandonment or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms in variance with or in addition to those set forth herein. Any such modification or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to reassign Services to others. No waiver by either party with respect to any breach or default of or any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of or any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has occurred. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**19. ADDITIONAL SERVICE CONDITIONS:** The Seller shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facility shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any change or hazardous situation or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable National Data Safety Sheet regarding the same. Any losses, costs, damages, claims and expenses incurred by Buyer as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous situation or condition at the site or any other circumstance affecting Seller's performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that interferes with Seller's access. Buyer personnel shall cooperate with and provide all necessary assistance in Seller. Seller shall not be liable or responsible for any work performed by Buyer.

**20. INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties in the event caused by a negligent act or omission of the party providing indemnification or a party's subcontractor, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injury are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claim, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims; or the indemnifying party's obligations herein shall be deemed waived.

Johnson Controls, Inc.  
Fire and Security Branch  
Building Efficiencies  
3007 Marmo Dr  
Arlington Heights, IL 60005  
(847)364-1800 - Office  
(708)418-2253 - Direct  
(847)364-1536 - Fax



July 16, 2012

RE: CCAB 2650 S California Ave Fire Alarm System

To: Jim Hannigan,

The fire alarm system installed at The Cook County Admin Building at 2650 S California Ave is a proprietary system manufactured for Johnson Controls Inc. The system carries its' own UL listing separate from the product manufacturer Notifier. The software and firmware contained in the panels is proprietary to Johnson Controls Inc.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Sertesén".

Jacqueline Sertesén  
Service Operations Agent  
Illinois Fire and Security Branch

cc: xxx

