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June 20, 2008

Scott Dixon
Policytechnologies International Inc.
2687 S. 2000 W
Rexburg, ID 83440

Re: Professional Service Agreement PS 1310, Policy and
Procedure Manager 4.5 Software for the Public Building
Commission of Chicago

Dear Mr. Dixon:

You are hereby notified that the above-mentioned Professional Service
Agreement PS1310 has been released. Enclosed, is the original executed
Agreement for your files.

Sincerely,

Deborah Burton
Director of Procurement

DB/dz

Contract for City of Chicago Public Building Commission - Policy & Procedure Manager™ Software

This Contract, dated 04/17/2008, is between City of Chicago Public Building Commission ("Licensee"), at Richard J. Daley Center, Chicago, IL 60602 and Policy Technologies International ("Licensor" or "POLICYTECH"), at 2687 S. 2000 W., Rexburg, Idaho 83440.

This Contract and the terms and conditions of the accompanying Software License and Services Agreement constitute the entire agreement between Licensee and Licensor. Licensee agrees to purchase and Licensor agrees to deliver the number of software licenses to Licensor's copyrighted product, *Policy & Procedure Manager™* ("the Software" or "PPM"), and to provide the services ("the Services") as specified below.

1) **The Software and The Services** - The subject of this Contract is the Software and the Services, as defined in Section Two – Definitions of the Software License and Services Agreement. However, the specific software and services being purchased by Licensee shall be set forth in this Contract.

2) **Purchase Price** - The purchase price is as follows for the licenses and services to be provided to Licensee in US Dollars:

\$ 9,315	Net License Fee for 10 concurrent, perpetual licenses
\$ 1,677	One year's Annual Maintenance Fee for Silver Service (18% of Net License Fee)
\$ 2,500	20 hours of online consulting (\$125/hr)
\$ 5,028	Annual Hosting cost for 10 concurrent, perpetual licenses
\$ (503)	10% Discount on Annual Hosting
\$ 395	PDF Converter
\$18,412	Total: for licenses, products & services (<i>exclusive of sales, excise, use or value-added taxes</i>)

- A. Licensor agrees that Licensee may purchase additional licenses, beyond those noted here, at prices equal to the most current GSA Contract.
- B. Initial purchase includes two hours of online implementation consulting;
- C. Access to weekly online training classes is included depending which implementation Package is purchased.
- D. Also included is access to all Helpdesk materials and documentation.

3) **Payment of Fees** - Licensee agrees to pay the fees for these Licenses and Services within 30 days of the Effective Date, as defined below. Payments made after 30 days will be subject to a 1.5% interest charge per month. Licensee's payment by check shall be mailed to:

Accounts Receivable
Policy Technologies International, Inc.
2687 S. 2000 W.
Rexburg, ID 83440.

4) **Effective Date** - The effective date of this Agreement shall be the date on which it is signed by Licensee. The quoted Purchase Price shall be void and of no effect if Licensee fails to sign this Contract and to provide Licensor with evidence of its signatures on a copy of the Contract within thirty (30) days of the Effective Date.

5) **Annual Maintenance and Support Services** - Licensor will provide support at the level chosen by Licensee after the Delivery Date for the Software, defined in the Software License and Services Agreement as the date on which Licensor provides the Software registration key to Licensee. Delivery of the Software will not take place prior to Licensor's receipt of approved Purchase Order or other approved method of payment. Licensee may refer to <http://www.policytech.com/serviceterms> for current service level support times and descriptions.

- A. Annual Maintenance for the first twelve months of license usage is mandatory and is payable in advance. It can be renewed for additional years. The Annual Maintenance and Silver Service Level fee include:
 - Senior level technical support during installation and set up;
 - Email technical and phone technical support during PolicyTech business hours;
 - Access to weekly, non-interactive online training classes;
 - Access to updates and major upgrades of PPM during the first twelve months of license usage

- Access to knowledgebase, online education tools and downloadable materials

Unless Licensee keeps current in paying its Annual Maintenance fees (i.e., renewing them on a timely basis), PolicyTech will charge a fee to reinstate technical support. The fee to reinstate technical support is equal to 125% of the last-paid support fee if it has lapsed for less than 12 months. If the lapsed support period is greater than 12 months, then the lapsed fee is calculated by multiplying the number of months of past support fees (calculated by the renewal amount in the original contract or 18% of the total license fees) by 135%. Support must be renewed for the entire license set.

Additional online or onsite services can be purchased as needed. *(Note: Licensor requires a minimum of three (3) weeks advance notice to schedule on-site installation or implementation visits.)

- 6) **Installation and Training** - To facilitate the installation of *PPM* on Licensee's system, the Licensee agrees to cooperate with Licensor's staff in accomplishing the following events within the given time-frame:
- A. Licensee agrees to provide such information as Licensor deems necessary to understand Licensee's system and needs, such as installation/implementation plans, project plans, organization charts, process flowcharts, sample policies and procedures and other key documents. Licensee shall provide such information in a timely fashion, in consultation with Licensor. The lack of such information may significantly impact the schedule for and quality of installation and implementation events.
 - B. To effectuate orderly implementation and use of the *PPM* software, Licensee agrees that it shall schedule and roll-out the implementation and training segments on or before ninety (90) days from the Delivery Date.
 - i. If Licensee chooses not to schedule or roll-out the implementation and training segments within the ninety (90) day time-frame, Licensor will treat any funds received for such segments to have been expended and no refunds will be made. Licensee will then need to arrange and pay for new implementation and training segments as Licensor's schedule may allow.
 - C. Licensee will cooperate with Licensor to schedule on-site visits on dates that are workable and firm. Licensor includes reasonable travel expenses in the pricing for its implementation packages, and these expenses are based on non-refundable tickets and reservations. If Licensee chooses to cancel or change scheduled any travel dates of Licensor, Licensee agrees to pay to Licensor a cancellation fee of \$750, or any penalties and change fees incurred by Licensor, whichever is greater.

7) **Contact Information** - The following gives information about contact persons for Licensor and Licensee.

A. Licensor Contact Information:

<p>Sales Support: Scott Dixon Phone #: (208) 359-8123 ext. 710 Fax #: (208) 361-0203 Email address: sdixon@policytech.com Hours of Operation: 8:00 a.m. to 5:00 p.m. MST</p>	<p>Implementation Coordinator: Maria Poole Phone #: (208) 359-8123 ext. 560 Fax #: (208) 275-8022 Email address: mpoole@policytech.com Hours of Operation: 8:00 a.m. to 5:00 p.m. MST</p> <p>Service Support Phone #: (208)359-8123 option 2 Fax #: (208)275-8022 Email address: support@policytech.com Hours of Operation: 8:00 a.m. to 5:00 p.m. MST</p>
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B. Customer Contacts: The following Licensee contacts will be available to PolicyTech to ensure proper integration and follow-up.

<p>Business Contact: Title: Email: Phone:</p>	<p>Address:</p> <p><input type="checkbox"/> check if same as contract address</p>
<p>Accounts Payable Contact: Title: Email: Phone:</p>	<p>Address:</p> <p><input type="checkbox"/> check if same as contract address</p>

Technical Contact: Title: Email: Phone:	Address: <input type="checkbox"/> check if same as contract address
Other (e.g., Project Manager): Title: Email: Phone:	Address: <input type="checkbox"/> check if same as contract address

8) **General Terms** - The terms of the *Policy & Procedure Manager*™ Software License & Services Agreement ("SLA"), a copy of which is appended as Attachment 1, shall apply to any licenses purchased pursuant to this document.

A. In the event that a conflict arises between this Contract and the Software License and Service Agreement regarding any material term or condition, the terms and conditions of the SLA shall control.

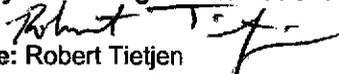
i. However, the parties may consent in writing to terms and conditions in this Contract that differ from the terms of the Software License and Service Agreement. Any such modifications, changes or differing terms shall be read in such a way that both this Contract and the Software License and Service Agreement are in harmony.

B. Notwithstanding anything contained in the SLA, the parties acknowledge and agree that the terms and conditions of any "click wrap" agreement that may be acknowledged or agreed to during installation of the software shall have no application.

C. As noted in the SLA (Section 10.5), the fees listed in this Contract do not include any taxes for which Licensee is legally responsible, including but not limited to sales, use, property, value-added or other taxes based on the sales of licenses or services to Licensee in this Contract.

D. Licensor may use Licensee's name as a client, for reference purposes, in proposals sent to third parties and may use Licensee's logo or name on published lists of clients. With prior consent, Licensor may use Licensee's name in other promotional materials such as news releases, testimonials, advertisements or disclosures.

9) **Signatures** - By signing this Contract, Licensee acknowledges that it is familiar with the terms and conditions of this Contract and the Software License and Services Agreement here and further that Licensee is willing to abide by all the terms and conditions of this Contract and of the grant of a license to Licensee.

Policy Technologies International Inc. By:  Name: Robert Tietjen Title: Chief Executive Officer Date: 5/12/08	City of Chicago - Public Building Commission By:  Name: Erin Lavin Cabonargi Title: Executive Director Date: 5/16/08
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POLICY TECHNOLOGIES INTERNATIONAL, INC.
Software License and Services Agreement (ver. 3.0)

1. ***This Software License and Services Agreement*** (the "Agreement") is between Policy Technologies International, Inc. (the "Licensor"), an Idaho Corporation with its principal place of business at 2687 S. 2000 W., Rexburg, ID 83440, and the Licensee named in the Contract for Licenses and Services ("the Contract"), agreed to by Licensor and Licensee.

1.1. The terms of this Agreement shall apply to the licenses and services sold to Licensee by Licensor pursuant to the Agreement. When the Contract is executed by both parties, it shall be evidence of the licenses granted and the services to be provided, and shall be incorporated herein by reference.

1.2. This Agreement, together with the Contract, contains all the license terms, conditions, warranties and limitations that apply if Licensee acquires a license to the Software. By installing the Software, Licensee is accepting and agreeing to be bound by the terms and conditions of these documents. PolicyTech's™ willingness to grant a license for the *Policy & Procedure Manager™* Software is expressly conditioned on Licensee's acceptance of all of the terms of this Software License Agreement, together with the terms and conditions of the Contract.

1.3. Licensee indicates by its installation and use of the Software its willingness and assent to be bound by all of the applicable terms and conditions of this Agreement and any other associated documents for license signed by Licensee.

2. ***Definitions:***

2.1. *Affiliate(s)* – shall mean any party or parties who directly or indirectly control or are controlled by such party, and "control" shall mean the possession of the direct or indirect power to bring about or direct the management and ownership control of such party.

2.2. *Delivery Date* – shall mean the date upon which Licensor provides to Licensee's contact person as named in the Contract the necessary registration key enabling Licensee to operate the Software.

2.3. *The Contract* – shall mean the "Contract for Software and Services", attached hereto, signed by the parties, which specifies the number of licenses and the nature of services being purchased from Licensor by Licensee.

2.4. *The Services* – shall mean the support, implementation, installation and training assistance provided pursuant to the Contract, and described in Section 5 of this Agreement.

2.5. *The Software* – shall mean the most recent version of *Policy & Procedure Manager™* which has been created and published by the Licensor and licensed to various licensees, together with the media and user documentation for the Software.

2.6. *The Source Code* – shall mean those statements in a computer language which when processed by a compiler, assembler or interpreter become executable by a computer.

2.7. *Major Upgrade* – shall mean the publication by Licensor of an updated, improved version of The Software, for example, issuing a successor version 4.x that supersedes version 3.x.

3. ***License Rights Granted.***

3.1. In consideration of the payment by Licensee of the agreed upon license and support fees, Licensor hereby grants Licensee a nonexclusive license to use the Software. Any reference to a sale in this Agreement, the Contract or in any Licensor materials means the sale of a license to use the Software, and not a sale of a copy of the Software.

3.1.1. The licenses to use the Software may be activated by Licensee only with an assigned registration license key. The licenses being granted are in concurrent packages, meaning that Licensee agrees to use no more than the purchased number of licenses at any given time. If Licensee finds that more users are concurrently accessing the Software than its license permits, Licensee agrees that it will purchase extra licenses to accommodate the increased concurrent use.

3.2. Licensee agrees to limit access to the Software only for its own internal business purposes and only for use by its own employees and authorized agents. Licensee may not -- a) use the Software on a consulting basis whether paid or unpaid; b) make the Software available to others in any service bureau or similar arrangement; c) distribute, copy, sublicense, transfer or lend the Software to any third party.

3.3. Licensee may use the documentation provided by Licensor in support of its authorized use of the Software. Unauthorized copying or modification of the Software is not permitted. Licensee may not copy all or any part of the Software or related documentation, except that Licensee may make a one copy of the Software solely for archival purposes as permitted in 17 U.S.C. Section 117 of federal copyright laws. The Software and documentation are protected by the copyright laws of the United States and international treaty provisions, subjecting infringers to civil damages and criminal penalties.

3.3.1. *Testing and Training Site Copy.* Licensee may copy the Software to a special site where the program can be used solely for testing and training, provided that Licensee agrees not to use this copy to create corporate documents for general use and circulation.

3.4. *Source Code in Escrow.* In the event that PolicyTech ceases to conduct business in the normal course or becomes insolvent and as a result is unable to provide support for the Products, Licensee shall have the right to access and use a copy of the source code held in escrow. Licensee does not have the right to use the source code for any other purpose than that of supporting its own application and use of the products. A copy of the source code for the Software has been placed in escrow with: William R. Forsberg, Attorney at Law,
Forsberg Law Offices, Chtd.
49 Professional Plaza
Rexburg, ID 83440
Ph.: (208) 356-7474; Fax: (208) 656-0010.

4. **No Additional Rights or Licenses**

4.1. Licensee acknowledges and agrees that, except for the rights expressly granted in this Agreement, all other rights, and all title and interest in and to the Software (as an independent work and as an underlying work serving as a basis for any application Licensee may develop) and related documentation remain the sole and exclusive property of PolicyTech™ or its licensors, including all patent, copyright, trade secret, trademark and other proprietary rights therein, and that Licensee will not derive or assert any title or interest in or to the Software or related documentation.

4.2. Without limiting the generality of the foregoing, Licensee does not receive any rights to any patents, copyrights, trade secrets, trademarks or other intellectual property rights to the Software or related documentation. Licensee may not alter, merge, modify, adapt or translate the Software or related documentation, or decompile, disassemble or reverse engineer the Software or documentation.

4.3. This Agreement does not authorize Licensee to use Policy Technologies International's™ name or any of its trademarks (which include, but are not limited to the word "Policy Technologies International," the "<Policy Technologies International>" tag logo, the word "PolicyTech" and the *Policy & Procedure Manager* logo). Licensee may not remove or alter any trademark, logo, copyright, patent or other proprietary notices, legends, symbol or labels in the *Policy & Procedure Manager*™ Software.

4.3.1. However, Licensee may change the look or style of a Policy & Procedure Manager page, provided that Licensee gives clear attribution on each screen page to Licensor as creator of the Software, e.g. "This software is copyrighted to PolicyTech™."

5. **Services**

5.1. *Overview:* This section describes the general terms and conditions for Licensee's Annual Maintenance services, Support Services, and Implementation, Training and Installation Services. For purposes of scheduling and calendaring the Services, the Delivery Date for the Software shall be as defined in §2.4 – Definitions. Any services chosen by Licensee pursuant to the Contract will be

governed by Licensor's support policies in effect on the date that the Contract is signed by Licensee, and the Services will be delivered by Licensor subject to payment by Licensee of the applicable fees.

5.1.1. *Annual Maintenance Services:* Licensee purchases twelve (12) months of Maintenance Services, as specified in the Contract, which include upgrades and technical advice regarding the Software. The amount paid for these services is called the Annual Maintenance Fee. After the first twelve months of Maintenance Services, Licensee may continue to purchase Maintenance Services by indicating its intention to renew this service within thirty (30) days of the expiration date for the first year.

5.1.1.1. *Support Services:* As specified in the Contract, Licensee will choose from the Silver, Gold or Platinum Service levels depending on its needs. These services may include online and telephone consulting, helpdesk and knowledge base information and other features as the parties may determine. Basic (Silver) support hours are from 8:00 a.m. to 5:00 a.m. (M.T.).

5.1.1.2. *Software Upgrades and Lapsed or Overdue Annual Maintenance Fees:* In the event that Licensee allows its payment of the AMF to lapse, Licensee shall not be entitled to any Maintenance services unless it pays the required reinstatement fee and purchases additional annual maintenance services. Such restatement fees and penalties can be found at <http://www.policytech.com/supportpolicy>.

5.1.2. *Implementation, Training and Installation Services:* Licensor will provide implementation, training, installation and other professional services agreed to by the parties under the terms of this Agreement and the Contract. Such services will be priced separately from the Software licenses purchased by Licensee, and they will be delivered by Licensor subject to payment by Licensee of the applicable fees.

5.1.3. *Training Hours:* The regular hours for training by Licensor shall be from 8:00 a.m. to 5:00 p.m. (MT). Special arrangements can be made for training on "off-hours" if Licensee pays a special "off-hour" hourly training rate, billable and payable monthly.

5.1.4. *Other Services:* Licensor may offer other services, such as policy training and document conversion, on a special need basis, pursuant to a separate agreement and an attachment to the Contract. The charges for such services will be priced separately from any those services specified by the Contract or by this Agreement.

5.2. *Incidental or Travel Expenses:* Licensor's pricing normally includes the reasonable costs of travel to Licensee's designated sites. But, for any incidental or additional on-site services requested by Licensee, other than those contracted for in the Contract, Licensee shall reimburse Licensor for actual, reasonable, out-of-pocket expenses incurred by Licensor. Such expenses shall be invoiced monthly, as incurred, and shall be due and payable net thirty days after being invoiced.

6. **Term and Termination**

6.1. If Licensee has acquired a perpetual license to the commercial version of the *Policy & Procedure Manager*™ Software, this license shall remain in effect until unilaterally terminated by Licensee for reasons set forth below, or otherwise terminated by law in accordance with the terms of this Agreement.

6.2. Licensor may terminate unilaterally any license granted herein if Licensee fails to comply with any of the material terms of the license, this Agreement or the Contract, and fails to correct such breach within thirty (30) days after receiving written notice of such breach from Licensor.

6.3. Licensee may terminate unilaterally any license granted herein if Licensor fails to comply with any of the material terms of the license, this Agreement or the Contract, and fails to correct such

breach within thirty (30) days after receiving written notice of such breach from Licensee. However, such termination shall not relieve Licensee of its obligations under Section 6.4 hereof.

6.4. Upon the termination of this License by Licensor for a material breach by Licensee of this Agreement or the Contract, within thirty (30) days after giving notice Licensee must promptly return to Licensor all copies of the Software and any related documentation covered by this Agreement, or certify to Licensor in writing that Licensee has destroyed all copies of the Software and all program documentation pertaining to it.

6.5. If Licensee has acquired an evaluation version of the Software, the limited license granted therein shall automatically terminate thirty (30) days after the first installation of the evaluation version of the Software on any of Licensee's computer equipment. Subsequent downloads, installations or use of the evaluation version by or for Licensee will not extend, renew, or otherwise restart the term of any license.

7. *Transfer or Assignment.*

7.1. Licensee may not assign this Agreement or transfer the Software to a third party without the prior consent of Licensor, which consent shall not unreasonably be withheld or delayed.

7.2. If Licensee completes an assignment or transfer of the Software, after completion of the transaction, Licensee shall retain no copies of the Software or related documentation. If the Software and related documentation are from an upgrade to an earlier licensed release of the *Policy & Procedure Manager*™ Software, any transfer must include all prior releases of the Software and documentation.

7.3. Licensor must receive a copy of all relevant portions of the written agreement transferring the license to the *Policy & Procedure Manager*™ Software prior to any assignment or transfer becoming final.

8. *Warranties, Disclaimers, Limitations and Remedies.*

8.1. *The Software Warranty:* For a period of ninety (90) days from the date of the Delivery Date of the Software, Licensor warrants it has the authority to grant this license, and that the unmodified Software program will perform, in all material respects, according to the specific functions as described in the current documentation.

8.1.1. BECAUSE PROGRAMS SUCH AS THE SOFTWARE ARE INHERENTLY COMPLEX, LICENSOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. FURTHERMORE, LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL WORK WITH ANY GIVEN DATABASE, NETWORK OR NETWORK APPLICATION.

8.1.2. Licensee acknowledges that due to the complexity of the Software, it is possible that use of the Software could lead to the unintentional loss or corruption of data. Licensee assumes all risks of such data loss or corruption; the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption.

8.1.3. The Software is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems. Nor is the Software intended to be used as part of a medical device or medical quality control system that stores protected patient information.

8.2. *Media Warranty:* Licensor warrants that any media on which the Software may be delivered to Licensee will be materially free from defects in materials and workmanship under normal use for ninety (90) days from the Delivery Date of the unmodified Software.

8.3. *Services Warranty:* Licensor warrants that the Services will be performed with commercially reasonable efforts, and in a professional and workmanlike manner; this warranty shall be valid for a period of ninety (90) days from the date of the completion by Licensor of the Services contracted for in the Contract.

8.4. *Disclaimer for Commercial Copies of the Software:* THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED.

8.5. *Disclaimer for Evaluation Copies of the Software:* LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE SOFTWARE WHEN PROVIDED UNDER AN EVALUATION LICENSE. EVALUATION SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS."

8.6. *Warranties Void:* These limited warranties are void if any failure, damage or defect caused by the Software results from the abuse, misapplication, negligence, accident, tampering with or user modification of the Software by Licensee, its employees, consultants, contractors and agents or other third parties controlled by it.

8.7. *Remedies:* For any material breach of Licensor's warranties in this Section 8.0, Licensee's sole and exclusive remedy, and Licensor's entire liability shall be:

- a) for the Software (Sec. 8.1), correction of program errors that cause material breach of the warranty.
- b) for the Media (Sec. 8.2), the replacement of materially defective media returned within ninety (90) days of the installation date.
- c) for the Services (Sec 8.3), the correction of any materially defective portion thereof.

8.8. *Limitation of Liability:* IN NO CASE SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, WHETHER SUCH DAMAGES ARE BASED UPON A BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, OR ANY OTHER LEGAL THEORY. THIS IS TRUE EVEN IF LICENSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL LICENSOR'S TOTAL LIABILITY EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID BY LICENSEE TO LICENSOR.

8.9. *Licensee's Warranties:* Licensee hereby warrants that:

- a) it is an entity in good standing under the organizational laws of its state or country of domicile;
- b) the person agreeing to the terms of and signing the license documents is duly authorized to accept and sign them;
- c) by accepting and signing these documents and Agreements, Licensee or authorized person(s) executing the documents in its behalf are not in violation of any other agreements or legal obligations

9. Indemnification. (THIS SECTION STATES LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR INFRINGEMENT.)

9.1. Licensor will defend and indemnify Licensee against third party claims that the Software infringes a copyright, trademark or patent, provided that:

- a) Licensee notifies Licensor of the claim in writing within thirty (30) days of its receipt;
- b) Licensor shall have sole control of any settlement or defense; and,
- c) Licensee provides Licensor with assistance, information and authority necessary for the performance of Licensor's obligations under this section.

9.2. Licensor shall have no liability for any claim of infringement based on the use by Licensee of a superseded or altered release of the Software if such claim would have been avoided by the use of a current unaltered release of the Software provided to Licensee.

9.3. In the event that Licensor believes that there is a legitimate claim of infringement, Licensor shall have the option, at its expense to:

- a) modify the Software so it is non-infringing;
- b) obtain a license to continue using the Software,
- c) or terminate the license for the infringing Software and refund the license fees paid by Licensee, prorated monthly over the term of the license.

9.4. Licensee will defend and indemnify Licensor against third party claims that arise from the abuse, misapplication, negligence, accident, tampering with or user modification of the Software by any party under the control of Licensee, including but not limited to Licensee's employees, consultants, contractors and agents. Licensor shall promptly notify Licensee of any claims and shall give reasonable assistance in Licensor's defense or settlement of such claims.

10. Payment Provisions; Applicable Taxes.

10.1. Licensee shall authorize payment of all agreed upon fees by issuing its purchase order (or a document acceptable to Licensor) on or before the date specified in the Contract.

10.2. Invoices for payment of license fees and support fees shall state terms in accordance with the terms and conditions of the Contract. In the absence of specific provisions in the Contract, licensee fees shall be payable in full net thirty (30) days from the date the Contract is signed by Licensee.

10.3. The initial payment of the Annual Maintenance Fee shall be payable prior to the commencement of any renewal term.

10.4. Any amounts payable by Licensee that remain unpaid after the applicable due date shall be subject to a late charge of 1.5 % per month (or the legal interest rate applicable) from the due date which shall accrue until such amount is paid in full.

10.5. The fees listed in this Agreement or the Contract do not include any taxes for which Licensee is legally responsible. In the event that Licensor becomes obligated to pay sales, use, property, value-added or other taxes based on the sales of licenses or services to Licensee in this Agreement or the Contract, then such taxes shall be billed to and paid by Licensee. This Section shall not apply to taxes based on Licensor's income or revenues.

10.5.1. Tax Exempt Licensees: In the event any Licensee claims to be legally exempt from sales, use or other taxes, it shall provide to Licensor a certificate of exemption, or other official evidence of its tax exempt status, and shall do so as part of the contracting process.

11. Versions of the Software; Multiple Media and Upgrades

11.1. **NOTICE:** UPON ORDERING, DOWNLOADING, INSTALLING OR USING ANY VERSION OR UPGRADE OF THE SOFTWARE, LICENSEE IS REAFFIRMING THAT IT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

11.2. *Versions:* The Software is available on a limited basis in an evaluation version, the only version that is provided without charge; nevertheless any evaluation version of the software is subject to the applicable license restrictions set forth herein.

11.3. *Multiple Media:* Licensee may receive the Software and related documentation in more than one medium. Regardless of the number or kind of media for the Software that Licensee may receive, Licensee may use only the medium that is appropriate for the server on which the Software is to be installed. Licensee may not install, use, license or transfer to another any media containing

the Software, except as part of a permanent transfer by assignment of its licensed copy of the Software and related documentation.

11.4. *Upgrades:* If the Software and related documentation being used by a Licensee have been acquired as an upgrade, patch or update to an earlier licensed release of the Software, then Licensee must have a valid license to operate such earlier release of the same version and edition as the upgrade to install or use the upgrade. All Software being upgraded is deemed to be part of the Software and is subject to this Agreement.

12. **General Terms.**

12.1. *Non-disclosure:* By virtue of this Agreement, the parties may have access to information (the "Confidential Information") that is confidential to one another. Confidential Information includes, without limitation, the Software, the terms and pricing under this Agreement, and all information clearly identified as confidential or reasonably deemed to be confidential based on the circumstances or as determined by industry practices.

12.1.1. However, a party's Confidential Information shall not include information that: i) is or becomes a part of the public domain through no act or omission of the other party; ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or, iv) is independently developed by the other party.

12.1.2. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of three (3) years after any termination of this Agreement. The parties agree that, unless required by law, they will not make each other's Confidential Information available in any form to any third party for any purpose other than implementation of this Agreement.

12.2. *Force Majeure:* Neither Licensee nor Licensor shall be liable to the other party if delayed or hampered in the performance of its obligations and responsibilities under this Agreement due to embargoes, fires, earthquakes, tornados, hurricanes, government actions, labor strikes, riots, unavoidable casualties, conditions not reasonably anticipated, national emergency, acts of terrorism, explosion, condemnation in whole or in part, for a public or quasi-public use or purpose by any authorized governmental authority, acts of God, default of a supplier or subcontractor, quarantines, restrictions, epidemics, catastrophes or by any other causes which Licensor or Licensee could not reasonably control or circumvent. Any obligations of Licensor or Licensee due during that time shall be tolled, unless the parties agree in writing otherwise.

12.3. *Governing Law:* This Agreement together with associated documents and other matters arising out of them shall be governed by the laws of the State of Illinois. The parties agree that the venue and jurisdiction for disputes or claims pursuant to this Agreement shall be governed by state and federal courts for Cook County, Illinois.

12.4. *Notices:* All notices, including changes of address, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mailed to the following address for Licensor:

Policy Technologies International, Inc.
2687 S. 2000 W.
Rexburg, ID 83440
Attention: Contracts and Compliance Officer

The parties agree that each may treat any documents, orders or agreements that are faxed by either party as original documents, unless a party states a requirement that original documents be signed and exchanged.

12.5. *Allocation of Risk:* The provisions of this Agreement allocate the risks between Licensor and Licensee. Licensor's pricing reflects this allocation of risk and the limitation of liability specified herein.

12.6. *Arbitration Clause:* All disputes arising in connection with this Agreement shall be finally settled under the rules of the American Arbitration Association by one arbitrator appointed in accordance with the rules. The place of arbitration shall be Rexburg, Idaho. The arbitrator shall determine the matters in dispute, in accordance with the laws of the **State of Illinois**.

12.7. *Entire Agreement; Severability:* This Agreement and the Contract to which this Agreement is attached, constitute the complete agreement between Licensee and Licensor concerning the Software and documentation and supersede all proposals, oral or written, all negotiations, conversations or discussions between or among the parties relating to the subject matter of this Agreement and all past dealing or industry custom. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by all parties hereto before it will be effective. No PolicyTech™ dealer, reseller, agent or employee is authorized to make any amendment to this Agreement, without the express written consent of an officer of PolicyTech™.

12.7.1. If any provision of this Agreement that is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

12.8. *Other Terms:*

12.8.1. The terms of this agreement replace and supersede the term of any shrink-wrap license, installation license or online license provided with the Software.

12.8.2. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.

12.8.3. Except for an action brought for nonpayment, for breach of Licensor's proprietary rights or other intellectual property rights in the Software, or for breach of the confidential provisions of this Agreement, no cause of action arising out of this Agreement, regardless of its form or its jurisdictional claims, may be brought by either party more than one year after the cause of action accrues, calculated from the date on which the breach occurs.

12.8.4. Licensee agrees to comply fully with all relevant export laws and regulations of the United States to assure that the Software is not exported directly or indirectly in violation of applicable laws and regulations.

12.8.5. *U.S. Government Licensing Rights.* If the Software is licensed under a U.S. Government contract, Licensee acknowledges that the Software and related documentation are "commercial items," as defined in 48 C.F.R 2.01, consisting of "commercial computer " and "commercial computer documentation," as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1. Licensee also acknowledges that the software is "commercial computer software" as defined in 48 C.F.R. 252.227-7014(a) (1). U.S. Government agencies and entities and others acquiring under a U.S. Government contract shall have only those licensing rights, and shall be subject to all restrictions, as set forth in this Agreement.

12.8.6. *Non-solicitation of Employees:* During the term of this Agreement and for a period of 180 days thereafter, neither party shall solicit for employment or hire any employee of the other party or its subcontractors who have been involved in rendering or receiving services under this Agreement without first obtaining prior written consent of the other party; provided, however, that this restriction shall not prohibit either party from conducting general solicitations for hiring in newspapers and other media in connection with its normal hiring purposes.

Policy & Procedure Manager™ Software License & Services Agreement (Ver. 3.0).
Copyright © 2008 Policy Technologies International, Inc.™ All Rights Reserved.

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS 1310
Description or goods or services to be provided under Contract: _____
2. Name of Contractor: Policy Technologies International, Inc.
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Robert Tietjen
Signature

11 June 2008
Date

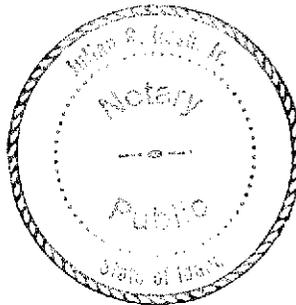
Robert Tietjen
Name (Type or Print)

Chief Executive Officer
Title

Subscribed and sworn to before me

this 11th day of June 2008

Julian R. Lewis, Jr.
Notary Public
Notary Public



Date: 11 June 2008

DISCLOSURE AFFIDAVIT

Name: Policy Technologies International, Inc.

Address: 2687 S. 2000 W., Rexburg, ID 83440

Telephone No.: (208) 359-8123

Federal Employer I.D. #: 20-0759899 Social Security #: _____

Nature of Transaction:

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other SOFTWARE SALE

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Robert Tietjen as Chief Executive Officer
(Name) (Title)
and on behalf of Policy Technologies International, Inc.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Attachment to PS 1310 – City of Chicago

Disclosure Affidavit – Policy Technologies International, Inc.

Section 1, Item C – Officers and Directors:

- a) Chief Executive Officer – Robert Tietjen
- b) Chief Operations Officer – Douglas Tietjen
- c) Chief Information Officer – Lynn Tietjen
- d) Chief Financial Officer – Ron Tietjen
- e) Vice President of Sales & Marketing – Eric Browning
- f) Director of Sales – Larry Wilson
- g) Director of Client Services – Jon Corpany
- h) Director of Marketing – Josh Perry
- i) Director of Contracts and Legal Affairs – J. R. Rush

j) Board of Directors.

- 1) Robert Tietjen
- 2) Douglas Tietjen
- 3) Lynn Tietjen
- 4) Ron Tietjen
- 5) Kent Lundin
- 6) Bruce Kusch
- 7) Chris Andrews
- 8) Scott Lee
- 9) Rus Michaelson

Section 1, Item – Shareholders with 7.5% or more ownership

- 25% -- Rus Michaelson
- 18% -- Robert Tietjen
- 18% -- Lynn Tietjen
- 18% -- Douglas Tietjen

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

- b. Agreed or colluded, or been convicted 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 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of 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 paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with

the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

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

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

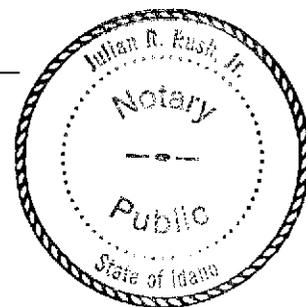
The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Robert Tietjen
Signature of Authorized Officer
Robert Tietjen
Name of Authorized Officer (Print or Type)
Chief Executive Officer
Title
(208) 359-8123
Telephone Number

State of IDAHO
County of Madison

Signed and sworn to before me on this 11th day of June, 2008 by
Robert Tietjen (Name) as Chief Exec. Officer (Title) of
Policy Technologies International, Inc. (Bidder/Proposer or Contractor)

Julian R. Rush Jr.
Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. 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 another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Policy Technologies International, Inc.

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
2687 S. 2000 W.

City, state, and ZIP code
Rexburg ID 83440

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

OR

Employer identification number
20 0759899

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **Robert T. [Signature]** Date ▶ **11 June 2008**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester:

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7.

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 8045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.