

**MASTER AGREEMENT #071624****CATEGORY: Energy Savings Performance Contracting with Related Services****SUPPLIER: Siemens Industry, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Siemens Industry, Inc., 100 Technology Drive, Alpharetta, GA 30005 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 25, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #071624 to Participating Entities. In Scope solutions include:
- a. Technical Energy Audit and Project Proposal Phase
 - i. Development of a contract for the Technical Energy Audit with the selected Contractor.
 - ii. Conducting an investment-grade audit to identify and evaluate cost-saving measures.
 - iii. Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.
 - iv. Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.
 - b. Implementation/Commissioning and Financing Phase
 - i. Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.
 - ii. Provision for implementation and follow-up services to be provided during the financing term.
 - iii. Development of a separate financing agreement.
 - c. Post-implementation Guarantee/Monitoring Phase
 - i. Provision of a variety of services by the Contractor after implementation to ensure savings are met.
 - ii. Offering a savings guarantee.
 - iii. Providing staff training.
 - iv. Conducting follow-up monitoring.
 - v. Maintenance of the contract through various support services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities.
- a. **Tariffs.** Supplier's pricing may be adjusted to reflect any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to Supplier's offering, including any hardware, software, or service components contained therein. Supplier may add taxes, duties, tariffs or equivalent measures as a separate line item to the price quote or may follow the process set forth in Article 2. Sourcewell and Supplier Obligations, 2. Product and Price Changes Requirements.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations and the Siemens' Code of Conduct. Sourcewell represents that it will only comply with applicable Minnesota and United States laws and regulations, and with Sourcewell policies including but not limited to, financial management, data management, and codes of ethics. Only those documents that are signed by Sourcewell's Chief Procurement Officer will be binding against Sourcewell.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all equipment and products furnished as part of any Solutions are free from liens and encumbrances at the time of delivery, and are free from defects in materials and workmanship. Supplier warrants that it will perform the services furnished as part of any Solutions in a professional and workmanlike manner. The warranties do not apply to software furnished by Supplier. The sole and exclusive warranties for any software are set forth in the applicable Software License. If the Services or Product fail to meet the warranty standards set forth in this Article within the applicable warranty period defined herein, and Sourcewell or the Participating Entity (as applicable) promptly reports such non-conformance to Supplier during the above mentioned warranty period, Supplier shall at its own expense as Sourcewell or the Participating Entity's (as applicable) sole and exclusive remedies for breach of the warranties: (i) for Services, re-perform the relevant Services or, in Supplier's sole discretion, refund Sourcewell or the Participating Entity (as applicable) the pro rata portion of the fees paid to Supplier under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Supplier's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product Services or parts is limited to the remainder of the original warranty period.

In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended as set forth in the manufacturer's product documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity to the extent legally permissible.

Unless Supplier agrees otherwise in writing, Sourcewell or the Participating Entity (as applicable) will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Supplier to perform its warranty obligations; (iii) transportation to and from the Supplier factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Sourcewell or the Participating Entity (as applicable) with this Article or from their deteriorated condition. All exchanged Products replaced under this warranty will become the property of Supplier.

Sourcewell or the Participating Entity (as applicable) must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

THE WARRANTIES IN THIS ARTICLE ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AS TO SUPPLIER PRODUCTS AND SERVICES. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above. Supplier, however, will not ever be designated as a recipient or subrecipient. Supplier will be designated as a contractor.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Administrative Fee is a 2% fee to be paid by Supplier to Sourcewell, which is 2% of the actual sales price of the total project(s) consummated under this Agreement between Supplier and Sourcewell and Supplier and the Participating Entities. Supplier will only make Administrative Fee payments to a United States bank account held exclusively in Sourcewell's name.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** In the event the Supplier is delinquent in any undisputed administrative fees, where there is no good faith dispute of the amount of or requirement to pay such fees, Sourcewell reserves the right to cancel this Agreement and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Agreement is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier reserves the same auditing rights relevant to this Agreement. The parties agree to reasonably cooperate with each other in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees alleging bodily injury, death or damage to a third-party's tangible property, to the extent caused by Supplier's negligent acts or omissions. No part of Sourcewell and/or its Participating Entities' site or other property thereof is considered third-party property. Warranty remedies are the exclusive ones for claims of property damages resulting from alleged breaches of the required warranties hereunder. The indemnitee must provide the Supplier with prompt written notice of any third-party claims covered by this Article. No part of Sourcewell and/or its Participating Entities' site or other property thereof is considered third-party property. Warranty remedies are the exclusive ones for claims of property damages resulting from alleged breaches of the required warranties hereunder. The indemnitee must provide the Supplier with prompt written notice of any third-party claims covered by this Article. Supplier is not liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if Supplier has been advised by buyer of the possibility of such damages.

18) **Data Practices.**

To the extent required by applicable law, Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Agreement.

If the Supplier receives a request to release the data referred to in this article, the Supplier must immediately notify Sourcewell and Sourcewell will assist with how the Supplier should respond to the request.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- iii) Such use of the Trademarks (and any sublicense granted under this Article 13) is subject to the prior approval of the grantor of such use rights and is revocable at will by the grantor
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

- 24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the non-defaulting party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the defaulting party's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

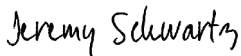
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, and acceptance/rejection of tendered Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined

by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.


- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

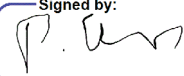
Siemens Industry, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

5/1/2025 | 3:06 PM CDT
Date: _____

Signed by:

F437AE2F1343448...
By: _____
Ryan Mai
Title: Head of Area Success Management, Buildings

5/1/2025 | 9:08 AM CDT
Date: _____

Signed by:

A4AFA8BF8EF94CA...
By: _____
Peter Kamps
Title: Head of Finance, Buildings

5/1/2025 | 3:05 PM CDT
Date: _____

RFP 071624 - Energy Savings Performance Contracting with Related Services

Vendor Details

Company Name: Siemens Industry, Inc.

Does your company conduct business under any other name? If yes, please state: Siemens Smart Infrastructure

Address: 100 Technology Drive
Alpharetta, GA 30005

Contact: Layla Aronow

Email: layla.aronow@siemens.com

Phone: 720-244-1366

Fax: 720-244-1366

HST#: 13-2762488

Submission Details

Created On: Monday June 17, 2024 23:51:01

Submitted On: Tuesday July 16, 2024 15:49:12

Submitted By: Layla Aronow

Email: layla.aronow@siemens.com

Transaction #: dec4821c-454e-43ca-a345-e2c2e50df0c2

Submitter's IP Address: 136.226.86.246

Specifications

Table 1: Proposer Qualifications

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Siemens Industry, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell?	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HLQ3	*
5	Provide your NAICS code applicable to Solutions proposed.	236220, 561210, 541990, 541620, 541519, 541513, 541330, 238910, 238290	*
6	Proposer Physical Address:	100 Technology Drive Alpharetta, GA 30005	*
7	Proposer website address (or addresses):	https://www.siemens.com/us/en/products/buildingtechnologies/energy/energy-efficiency/performance-contracting.html	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Rick Rodriguez VP, Energy & Performance Services 1000 Deerfield Parkway Buffalo Grove, IL 60089 rrodriguez@siemens.com (847) 561-6271	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tyler Nichols Head of Sales & Service, Energy & Performance Services 400 Mosites Way Pittsburgh, PA 15205 tylernichols@siemens.com (224) 434-7115	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity as an energy service company (ESCO).	Siemens is a global innovator focusing on digitalization, electrification and automation for the process and manufacturing industries and is a leader in power generation and distribution, intelligent infrastructure, and distributed energy systems. For more than 175 years, the company has developed technologies that support multiple American industries including manufacturing, energy, healthcare, and infrastructure. Major sectors for the business include Industry, Infrastructure and Cities, Energy, Healthcare, Siemens Financial Services, and "other" (Corporate Research, Real Estate, Consultancy, and Siemens Foundation). We are an industry leader in mobility systems, energy, building technology (automation, fire and security, control products and Systems). Siemens Smart infrastructure supports the way we all want to live – happily, comfortably, sustainably, and in harmony. It supports the way industry and organizations want to be – efficient, responsible, and smarter. Energy & Performance Services - As an ESCO, Siemens EPS has successfully developed and constructed more than 1,300 guaranteed energy savings projects as performance contracts over the past 30 years and helped our customers realize more than \$2.7 billion in energy savings. On average, our customers realize 119% of predicted savings and our shortfall payments to customers are less than 0.5% of the gross value of our savings guarantees. Our EPS team has dedicated executive management, account managers, project developers, energy engineers, project managers, and performance assurance specialists. EPS is a true, full-service Energy Service Company (ESCO), we provide the industry's most comprehensive and end-to-end smart infrastructure solutions. We're helping organizations large and small achieve their business and energy objectives while creating environments that care.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. SII is a subsidiary member of the Siemens AG corporate group - a multi-national, multibillion-dollar company whose shares are listed on the Deutsche Boerse (Exchange) of Germany. As such, Siemens AG prepares consolidated financial statements audited by the independent public accounting firm of Ernst & Young GmbH. A copy of Siemens AG most recent annual report, including the audited financial statements, can be found and downloaded at www.siemens.com through the "Investor Relations" link. We have included the most recent audited Siemens AG Financial Statements.	*
13	What is your US market share for the solutions that you are proposing?	Our market research data shows that Siemens held more than 5% of the North American ESCO market in 2023, which places us near the top of the list in a very fragmented market.	*
14	What is your Canadian market share for the solutions that you are proposing?	Siemens has multiple branch locations/cities that all service government and education segments. It would be difficult to pull the Canadian market share data.	*

15	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Siemens is a full member of the National Association of Energy Service Companies (NAESCO) and accredited at its highest level - Energy Service Provider - demonstrating our commitment to energy efficiency and sustainable industry best practices. NAESCO membership ensures adherence to high standards, quality control, and ethical practices. Siemens is a manufacturer of building automation, fire and a limited number of security products. Siemens provides the service associated with these products to include design, installation, service, repair and maintenance across a broad spectrum of technical disciplines. Siemens employs a team of thousands of professional personnel spread across all sales offices to provide the required service and support.</p>

17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Automation: Siemens' personnel are certified in accordance with industry standards, and state requirements which are required for sales, service, design, and commissioning of building automation systems. Management, engineering, and designer certifications include (but are not limited to):</p> <ul style="list-style-type: none"> • PE – Professional Engineer • CMVP – Certified Measurement and Verification Professional • PMP – Project Management Professional • PM @ Siemens Certification • LEED AP / LEED GA • FMA – Facilities Management Administrators Designation • CDT – Construction Documents Technology • EIT – Certification of Engineer in Training • NABCEP – North American Board of Certified Energy Practitioners • OSHA 30 Certification • OSHA 1910 Certification • OSHA 1926 Certification • NFPA 70 Electrical Safety <p>Fire: Siemens' personnel are certified in accordance with the NFPA 72 (National Fire Alarm 1 Code) of which certifications are required for the sales, service, design and commissioning of fire alarm and detection systems. Supervisors are certified to NICET III standards and fire alarm technicians and those involved in monitoring fire systems hold the following certifications:</p> <ol style="list-style-type: none"> (1) TFM 11 (Fire Alarm statute and rules) (2) TFM 12 (Fire Alarm technical) (3) TFM 14 (Fire Alarm monitoring) <p>Siemens also holds General Contractor and Electrical Contractor licenses.</p> <p>Note that all of Siemens local/regional service offices nationally are responsible to research, document, obtain and maintain the required National, State, County and Municipal Licenses, Local Business, Contracting Licenses and Certifications.</p> <p>Security: Siemens' personnel are certified in accordance with industry standards and state requirements which are required for sales, service, design, and commissioning of electronic security systems.</p> <p>In addition to industry and association certifications, Siemens' technicians are trained and certified through individual manufacturer programs for installation, programming, and servicing of those systems. Manufacturer certification is obtained prior to performing any onsite work.</p> <p>Management, engineering, and designer certifications include:</p> <ul style="list-style-type: none"> • PSP (Physical Security Professional) • CPP (Certified Protection Professional) • Axis Certified Professional <p>Technicians are certified as required by state agencies, which vary across the U.S. In addition to meeting state requirements for performing as an alarm company and technician, Siemens' employees hold such certifications as:</p> <p>Electronic Security Association (ESA) certification</p> <ul style="list-style-type: none"> • CAT (Certified Alarm Technician) <p>Electronics Technicians Association (ETA)</p> <ul style="list-style-type: none"> • CAST (Certified Alarm Security Technician) • ESNT (Electronic Security Networking Technician) <p>NICET</p> <ul style="list-style-type: none"> • VSST (Video Security Systems Technician) <p>Manufacturer specific Certifications (sampling)</p> <ul style="list-style-type: none"> • Siveillance • SiPass • Genetec • Lenel • American Dynamics • Exacq • Software House • Milestone • Bosch <p>Mechanical / Energy: Siemens' personnel are certified in accordance with industry standards, and state requirements which are required for sales, service, design, and commissioning of energy systems. Management, engineering and designer certifications include (but are not limited to):</p> <ul style="list-style-type: none"> • CEM – Certified Energy Manager • PE – Professional Engineer • PMP – Project Management Professional • PM @ Siemens Certification • LEED AP / LEED GA • GGP – Green Globes Professional • GBE – Green Building Engineer • CDT – Construction Documents Technology • REP – Renewable Energy Professional • EIT – Certification of Engineer in Training • NABCEP – North American Board of Certified Energy
18	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Not Applicable. Siemens has never been debarred or suspended.</p>

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Siemens has consistently been recognized for its excellence and innovation across various sectors. In 2024, Siemens topped Fortune's World's Most Admired Companies list in Industrial Machinery for the ninth year running. In July 2023, Fast Company placed Siemens at the top of its "Sustained Excellence" list and in the Top 10 on the "100 Best Workplaces for Innovators" list for the past five years. Siemens was also listed as one of TIME's Most Influential Companies under the "Titans" category in June 2023. Additionally, Siemens earned accolades from Fast Company as one of the "10 Most Innovative Companies in Manufacturing" in March 2023 and was named "World Changing Company of the Year" in May 2022. The company was recognized for its rapid digitalization of a BioNTech COVID vaccine facility in 2022. Siemens was featured on LinkedIn's "Top Companies 2023" list for career growth for the third year and made Forbes' Best Employers for Diversity list in 2022. It also achieved a 100-percent rating on the Corporate Equality Index in January 2022 and received multiple honors from US Veterans Magazine and DEI in 2022. Siemens was highlighted on Forbes' lists for America's Best Employers in 2021 and named a Top Supporter of HBCUs in 2020 and received the 2019 HIRE Vets Medallion Award.	*
20	What percentage of your sales are to the governmental sector in the past three years	32.6%	*
21	What percentage of your sales are to the education sector in the past three years	34.6%	*
22	List any state, or cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	Sourcewell 2021: \$ 18,339,674.89 2022: \$ 14,443,665.24 2023: \$ 44,548,566.86 New York Office of General Services (NYOGS) FY21 - \$11M FY22 - \$11M FY23 - \$13M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	FY21 - \$46,221,916 FY22 - \$49,695,073 FY23 - \$48,203,821	*

Table 2: Proposer Qualifications: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Springfield, MA	Patrick Sullivan, Executive Director	(413) 787-6444	*
Gloversville Central School District, NY	David Halloran, Superintendent	(518) 775-5791	*
University of Florida, FL	Mark Helms, Asst. VP, Facilities	(352) 294-0559	*

Table 3: Proposer Qualifications: Top Five Projects**Line Item 25.** Provide a list of your top five government, education, or non-profit performance contracting projects your firm completed (entity name is optional).

Project Data	Project 1	Project 2	Project 3	Project 4	Project 5	
Project Name	Springfield Housing Authority, IL	Gloversville Centralized School District, NY	University of Florida - College of Veterinarian Medicine, FL	College of Charleston, SC	Pennsylvania Convention Center, PA	*
Facility Type and Use	Residential Housing	Education	Education	Education	Public Assembly, Stadium	*
Project Size -Number of Buildings -Total Square Footage	19 Buildings, 1,675,096 Sq.Ft.	8 Buildings, 864,800 Sq.Ft.	12 Buildings, 495,342 Sq.Ft.	100 Buildings, 3,027,607 Sq.Ft.	1 Building, 2,000,000 Sq.Ft.	*
Types of Measures	LED Lighting Retrofit, Water and Sewer Conservation, Building Envelope, Boiler and Boiler System Replacements	LED Lighting Retrofit, Weatherization, Window Replacements, Plug Loads, Transformer Replacements, Walk-In Cooler/Freezer Controls, Solar PV Panels	Chiller Plant Improvements, Boiler Plant Improvements, Demand Flow	Lighting Retrofit, Water and Sewer Conservation, Building Envelope, Building Automation Systems, Energy Management Control Systems, HVAC	LED Lighting Retrofit, HW & CHW Central Plan Interconnect, AHU Coil Cleaning, VFDs on AHU Motors, VAV System Upgrades, Install Hot Water & CHW BTU Meters and Natural Gas Meters, Steam Distribution System, BAS Frontend Upgrades, Energy Management Control Systems, Air Compressor Replacement, Supply Air Duct Cleaning and Sealing	*
Project Cost: Installed Project Costs	\$9,574,044	\$4,267,100	\$23,734,568	\$23,251,884	\$15,825,814	*
Project Cost: Financed Amount	\$13,515,563	\$5,912,849	\$26,674,216	\$27,290,898	\$15,825,814	*
Guaranteed Annual Savings (\$)	\$416,639	\$216,872	\$299,061	\$1,583,681	\$464,767	*
Financing/Funding Source	3rd Party	3rd Party	Customer	3rd Party	3rd Party	*
Project Schedule -Construction Start and End Dates -Guarantee Period Start and End Dates	10/3/2019-1/1/2021 1/1/2021-12/31/2040	5/22/2020 - 2/1/2023 3/1/2023-2/28/2041	11/28/2018-10/1/2020 10/1/2020-9/30/2040	6/29/2021-10/1/2023 10/1/2023-11/30/2038	9/9/2019-11/1/2022 11/1/2022-10/31/2042	*
Measurement and Verification Methods	Option C	Options A & B	Option B	Option A	Options A, B, and other	*
Term of financing agreement	20	18	20	15	20	*

Table 4: Proposer Qualifications: Ability to Sell and Deliver Solutions

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Siemens has a broad and geographically dispersed sales and support organization that covers the U.S. and Canada. Siemens employs over 9,000 sales and support personnel across 98 sales offices in Canada and the United States. Coverage is dispersed across Canada (9 sales offices), Alaska (3 sales offices), Puerto Rico (1 sales office) and the United States (85 sales offices). The U.S. ESCO market is covered through 7 distinct regions plus Canada. In addition, Siemens backs this group with subject matter experts (SME) from the national operations center (NoC).
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Siemens will not use contract 'dealers or resellers' to represent Siemens on the Sourcewell contract. Siemens never allows another entity/company to represent us on our contracts. However, Siemens will be the prime contractor solely responsible to the customer at all times for the performance of an order and the project.
28	Service force.	Siemens offers comprehensive support services for its industrial products and solutions. From technical consultation and application experience to engineering, commissioning, operation, maintenance, and repair, Siemens has a global network of experts to assist customers. Our Industry Online Support platform provides access to manuals, FAQs, certificates, and a technical forum for troubleshooting. Extended support services are available for complex inquiries, including configuration support and on-site assistance. Siemens also offers managed system services for proactive system monitoring and maintenance.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Siemens does not intend to use dealers acting on behalf of Siemens under this Contract. Sourcewell orders will follow the same process as all other contract orders.</p> <p>Step 1 - At the identification of an opportunity the sales representative enters the customer/opportunity information into the SieSales (SalesForce) application. This information is maintained as the opportunity progresses to award.</p> <p>Step 2 - The sales representative will begin the 'order booking' process in SieSales. The opportunity information is flagged with the Sourcewell contract number in addition to other relevant data for the order (date of award, amount of award, etc.) and automatically migrates to an application called Turbo.</p> <p>Step 3 - All orders, including Sourcewell orders, go through a series of reviews prior to the final approval for booking (Legal, Contracts, Finance, Sales Management). After the final review by these departments, the order goes to the final booking coordinator via the workflow process in the BookIT application.</p> <p>Step 4 - When the order has been fully booked via the BookIT application, the order data is migrated to the Siemens' ERP System, SAP. SAP is the financial system of record. Any actions on the order are tracked in SAP. Costs are applied as the order is performed. If the order allows progress payments, invoices are issued to the customer based on the percentage of project completion. If invoicing is only allowed at the conclusion of the project, there is a SAP system trigger that generates the final invoice when all costs have been applied.</p> <p>Step 5 - At the end of each quarter, a Sourcewell sales report will be generated. The Sourcewell orders are validated by Finance and Contracts. The Siemens Finance point of contact then enters the quarterly sales information into a request for payment of the Sourcewell fee.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Siemens Industry Customer Excellence team is focused on understanding what is important to our customers. Our programs allow us to keep a pulse on how our customers feel about doing business with us and provide an avenue for customers to escalate concerns for quick and complete resolution. We are committed to improving the quality, support, and services our customers need and create value by collecting and analyzing all feedback to continuously improve the customer experience. The Voice of the Customer program is based on listening to our customers, engaging with our customers through closed loop processes, and exceeding our customers' expectations by going above and beyond. The Customer Advocate program was introduced to help build stronger relationships, bring greater transparency to customer issues and concerns, and foster continuous improvement internally. Our Customer Advocates have completed over 1,000 interviews with our customers over the last year. Customer Elevate is our organization-wide commitment to quick and complete problem resolution. The program exists to ensure that issues not being successfully addressed at the local level are brought to the attention of senior management to be resolved quickly, completely, and to the customers' total satisfaction.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Siemens' US customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens companies. The SI RSS Division can create synergies with sister Siemens companies making it easier for customers who want a convenient, one-stop provider for all their building infrastructure needs. We offer all the required products, systems, and solutions from a single source to safeguard the continuity of your business.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Siemens' Canadian customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens' companies. The SI RSS Division can create synergies with sister Siemens companies making it easier for customers who want a convenient, one-stop provider for all their building infrastructure needs. We offer all the required products, systems, and solutions from a single source to safeguard the continuity of your business.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	For the US and Canada - None. Each geographical region has the resources to provide service warranty work. Customers will be provided detailed information on how to access warranty service at the time of proposal
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no market areas that we cannot service in the US and Canada.
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, although we will evaluate each opportunity on an individual basis.

Table 5: Proposer Qualifications: Depth and Breadth of Solutions Offered

Line Item	Question	Response *
36	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>When choosing Siemens as an ESCO partner, Sourcewell clients can expect the depth and breadth of a global organization's resources, combined with local, customer centric, and facility specific knowledge. This mix of global reach and local touch ensures that Siemens can provide a tailored scope of services that can meet every need of the client. Siemens will self-perform all the engineering, scope development, conceptual design, project management, commissioning, and measurement and verification associated with a project.</p> <p>Siemens provides integrated solutions that typically involve facility and utility infrastructure upgrades and energy management services that collectively provide efficiency, cost reduction, security, capital avoidance, sustainability and comfort. Through these upgrades we are helping to address customer challenges related to facility enhancement, deferred maintenance, operating cost reduction and carbon neutrality.</p> <p>Siemens is experienced in the investigation of solutions well beyond the basic mechanical, water and lighting retrofits. Our team's expertise allows us to fully investigate and provide for numerous facility improvement opportunities, including but not limited to the following:</p> <ul style="list-style-type: none"> • Mechanical Services • Building Audits • Building Modeling • Financing • Design and Equipment Selection • Project Management • Solution Installation • Preventive Maintenance • Training • Performance Assurance • Air Balancing & Commissioning • Medical Gas Certification • Pneumatic Controls • Energy Management • Direct Digital Controls • Indoor Air Quality Testing • Laboratory Certification & Design • Fire & Life Safety Services • Variable Frequency Drives • Security Services • Computer Networking Services • Laundry Consulting & Installation • Regulatory Compliance Assistance • Custodial Consulting • Lighting Services • Steam Trap Services • Utility Procurement • Strategic Energy Planning
37	What is your process for measurement and verification?	<p>Measurement & Verification (M&V) is the cornerstone of the Performance Assurance (PA) process, documenting how project savings will be calculated and measured against guaranteed performance. Siemens' M&V procedures are in full accordance with the International Performance Measurement and Verification Protocol (IPMVP 2022 - Core Concepts). IPMVP is an independently developed protocol and considered the industry's gold standard for performance verification. IPMVP provides five specific options that can be used to measure savings for individual improvement measures or groups of measures:</p> <p>Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the ECMs (Energy Conservation Measures) affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications or engineering judgment.</p> <p>Option B - Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the ECM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period.</p> <p>Option C - Whole Facility: Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire facility's energy use are taken throughout the reporting period.</p> <p>Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole facility or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation.</p> <p>Option E - Stipulated: This option is the method of measurement and verification applicable to ECMs consisting either of operational savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both the Client and Siemens agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the savings stipulated will be achieved upon completion of the ECM.</p> <p>For each of the project's improvement measures, Siemens will work with the Client to identify the appropriate IPMVP M&V option. Several factors are taken into consideration in determining the appropriate M&V method including:</p> <ul style="list-style-type: none"> • The type of improvement measure and its operating characteristics • Any interactive effects between multiple ECMs within a single facility • Desired level of confidence in the savings calculations • Wherever measurement strategies are feasible and cost effective

38	Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.	<p>In developing a basis for a performance contract, it is essential that the existing conditions are precisely established as a baseline for evaluating potential system improvements. Relevant factors are identified and assessed in a systematic approach for calculating energy savings. Typically, 36 months of utility data is collected for all relevant sites: electricity, natural gas, propane, fuel oil, water, sewer, etc. The utility data is reviewed in a year-over-year basis to determine if there have been any major variations in use of billing. The most recent 12 months of continuous, overlapping utility data is determined to be the base year for a project and is clearly defined as part of the detailed study. Since energy usage is dependent on how each system is operated, it is necessary to collect data on operating hours and utilization. Data is collected using a variety of methods: as-built drawings, existing equipment nameplates, building automation trending, data logger trending and spot measurements to aid in establishing the baseline energy consumption. Monitored systems can include the HVAC equipment, lighting systems, domestic water fixtures and any specialty systems. Typically, a period of no less than 14 days is used for data logging and trend monitoring.</p> <p>Parameters such as operational hours and equipment load profiles are determined through investigation of monitored data. Other parameters used to define the baseline energy consumption include occupancy schedules, equipment operation schedules, as-built documents, equipment sizes and space temperatures. These parameters are used to develop a system baseline for each piece of equipment in a detailed energy model. The calculation methodologies for operating parameter determination are detailed in the relevant sections of the audit report and are based on industry standard practices.</p> <p>Weather data is obtained from the local area National Weather Service. The data is analyzed for the corresponding year to determine the impacts of changing weather conditions on equipment operations and energy consumption.</p> <p>A baseline of energy and water consumption will be established using historic utility bills. Adjustments will be made for any discovered abnormalities. An initial list of potential measures will also be compiled.</p> <p>In simplest terms, energy savings are determined by comparing the post-installation measurements, calculations and/or stipulations to the established basement measurements. In general, the following equations are used to determine energy savings:</p> <p>Utility Savings Formulas:</p> <p>EnergySavings[kWh] = Energy Baseline [kWh]–Energy post-installation [kWh] DemandSavings[kW] = Power Baseline [kW]–Power post-installation [kW] NaturalGasSavings[Therms] = Energy Baseline [Therms] –Energy post-installation [Therms] WaterSavings[kGal] = Flow Baseline [kGal]–Flow post-installation [kGal]</p> <p>Cost Savings Formulas:</p> <p>EnergySavings[\$] = EnergySavings[kWh]xCost [\$ /kWh] DemandSavings[\$] = DemandSavings[kW]xCost [\$ /kW] NaturalGasSavings[\$] = NaturalGasSavings[Therm]xCost [\$ /Therm] WaterSavings[\$] = WaterSavings[kGal]xCost [\$ /kGal]</p> <p>These equations are conceptually simple and could be applied at the equipment, system or building level. However, since performance contracts are multi-year efforts applied to dynamic systems, the ongoing determination of savings becomes increasingly complex as the level of specificity increases. Savings for less complex systems such as lighting and water efficiency measures are generally calculated using customized spreadsheets. Calculations for more complex systems such as chiller plants, or in buildings where several measures are proposed on cross- functional systems, energy analysis modeling software may be used.</p> <p>For complex building systems or whole facility modeling, Siemens' engineers typically utilize Trane TRACE analysis software. TRACE 700 is a Windows-based program used to construct a virtual building, calculate HVAC loads, simulate hourly operations, conduct energy analyses, and perform life-cycle cost analysis. All equipment, materials and schedules are 100% customizable. TRACE is able to model over 33 different air-side systems plus many HVAC plant configurations and control strategies, including thermal storage, co-generation, fan-pressure optimization and daylighting controls. Customizable templates provide a fast, easy way to analyze the effects of changes in building loads such as airflows, thermostat settings, occupancy and construction.</p> <p>For wastewater systems, a complete system inventory is conducted to document existing equipment size, type, function and condition along the various stages of wastewater treatment. Plant as-built drawings will be requested and reviewed along with current permitted and designed plant capacity allowances. Historical customer log data over the previous 24 months will also be analyzed to determine seasonal, maximum, average and low-limit wastewater production of the serviced area.</p> <p>Operational and Capital Savings Calculations:</p> <p>Siemens will review the Client's capital budgets and 12 to 24 months of maintenance and repair expenditures to determine which will be impacted by the installation of new equipment or systems. A few basic examples of operational savings that might be generated by the Client's performance contract include the following:</p> <ul style="list-style-type: none"> • Average annual cost of service calls by an outside contractor for a piece of equipment that will be replaced. • Annual dollars spent on lighting materials that will be covered under warranties for the new lighting system. • Average annual cost the City spends on repair parts for a piece of equipment that will be replaced. • Annual service contract cost if the pre-existing contract can be discontinued due to the performance contract implementation. <p>At the completion of this data collection and baseline analysis, the Siemens development team will schedule the Baseline and Savings Workshop to review identified operational benchmarks, developed baseline models, and proposed savings calculation methodologies. At the completion of this workshop, the project team will have achieved the following objectives:</p> <ul style="list-style-type: none"> • Overview of baseline methodology • Baseline data review and acceptance • Overview of savings calculation methodology • Savings calculation methodology review and acceptance • Overview of measurement and verification methodology • Measurement and verification review and acceptance
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39	How is a performance guarantee provided (self-guarantee or third party)?	Self-guarantee
40	How is insurance provided (self-guarantee or third party)?	Self-guarantee
41	With guaranteed savings contracts, how do you handle a situation where a performance guarantee is not being met?	<p>Though we rarely miss our guaranteed savings, if there is a shortfall, Siemens has a proven track record of expeditiously making our clients financially whole. Siemens produces a customized annual report which documents savings for each annual period. If there is a shortfall in a given year, the client and Siemens agree that such shortfall exists.</p> <p>Siemens presents a check in the amount of the agreed upon shortfall to the client or performs work for the client valued in the amount of the shortfall.</p> <p>In the event of a shortfall, Siemens works closely with the client to locate and correct these issues at no expense to the client; implementing additional Energy Conservation Measures (ECMs) to create savings to meet or exceed the guaranteed savings in subsequent years (ECMs are implemented at the expense of Siemens with the cooperation of the client).</p>
42	How do you maintain transparency with clients regarding M&V results?	<p>We leverage our Digital Service Center (DSC), which is staffed by a centralized team of M&V specialists, energy engineers, digital service specialists, and remote service specialists to provide our customers with continuous, cloud-based access to their project's performance via their Navigator Dashboard. Each Dashboard comes standard with the following applications:</p> <ul style="list-style-type: none"> • Portfolio Overview: site map and annual cost savings report • Documents: pdf storage of contracts, annual reports, interval reports, etc. • Activity Log: track status and outcomes of common PA scope activities <p>Each customer's Dashboard and can be customized to include enhanced, automated monitoring capabilities such as ECM-specific dashboards and fault detection and diagnostics (FDD) for various building control and distributed energy strategies, which can be combined with remote services to ensure a fast response when facility changes have a negative impact on savings. If a problem is detected during performance tracking, the customer is informed, and corrective actions investigated. If corrective actions are needed, we meet with our customers to determine a plan to implement the necessary changes to ensure the persistence of project savings and occupant comfort.</p>
43	State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.)	Siemens will self-perform all the engineering, scope development, conceptual design, project management, procurement, commissioning, and measurement and verification associated with a project. Subcontractors may be utilized from the local area for design / development drawings, and mechanical, electrical and general contracting installation work.
44	Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.	<p>Siemens has a comprehensive and detailed approach to the selection and responsibility of subcontractors for Siemens projects, and this methodology is a part of Siemens documented policies and procedures for the selection of subcontractors. The policies and procedures include (but are not limited to) the following:</p> <ul style="list-style-type: none"> • Standard supplier evaluation process • Detailed subcontract execution process • Standardized contracts and subcontract forms for risk management • Document approval process • Mandatory competitive bid process • File Retention process for compliance and auditing purposes • Subcontractor report card for post-mortem analysis and supplier management <p>Because Siemens executes such a large number of projects, corporate and field offices are constantly evaluating, qualifying and partnering with a large stable of contractors. Subcontractors complete a supplier profile form identifying expertise, size, and revenue, number of employees, financial stability, workforce capabilities, current contractual obligations, licensing, and demonstrated ability to meet bonding and insurance requirements. We complete reference checks and require subcontractors to agree with Siemens terms and conditions and any customer specified requirements.</p> <p>Subcontracts are awarded on a competitive basis with a subcontract request for proposal package issued to at least three pre-qualified subcontractors. Negotiations are used to create a well-defined scope of work, agreed-upon schedule, and price and payment schedule with the winning subcontractor.</p> <p>Siemens is a vendor neutral ESCO. We have expanded and optimized non-Siemens systems on many previous projects, and we embrace working with subcontractors with whom the customer already shares a relationship. Siemens will work with the customer to identify the best value equipment choice, considering the following:</p> <ul style="list-style-type: none"> • Inventory control- Is the product consistent with what is already being inventoried? • Cost – How does the price compare to others of similar style, reliability and warranty? • County Preference/Familiarity – What does the customer desire? Is additional training required? • Maintenance cost – What are the long-term repair costs of this equipment/system? What are warranties for similar products? • Energy Efficiency – What are comparable utility operating costs of each alternative?
45	Since several efficiency measures are affected by weather, describe how you perform weather corrections.	For independent variables expected to change consistently during the reporting period, such as weather or seasonal occupancy, a mathematical model may be used to adjust consumption for a given reporting period. The mathematical model used depends on the relationship between the independent variable(s) and the energy consumption and may vary from simple (a constant value) to complex (multiple non-linear regression). The model and independent variable data used in the model will be documented in the M&V report.

46	Do you measure equipment loads? If so, do you measure or stipulate, and what is the impact if they change?	<p>In the M&V process, energy loads are handled in a variety of different ways depending on the energy conservation measure (ECM) and key parameters that need to be measured to verify energy savings.</p> <p>For ECMs where savings are derived from an equipment efficiency improvement, the load is typically stipulated and/or adjusted to account for changes in the baseline efficiency. As an example, for a typical chiller plant efficiency optimization ECM, the actual plant cooling load is measured and used to calculate the post-retrofit chiller plant efficiency. In this example, because the savings are derived from an improvement in plant efficiency, the load is usually stipulated to match the existing facility cooling load. Non-routine adjustments may be applied to the baseline plant efficiency to account for significant changes in the post-retrofit cooling load and energy consumption.</p> <p>For ECMs where savings are derived from reducing equipment load, such as time-of-day scheduling or night temperature setback, load is either measured using submetering or via proxy variables such as equipment runtime or space temperature, which are then used to calculate post-retrofit load and consumption. In these cases, the baseline load may be subject to a non-routine baseline adjustment if it is determined that load increases were the result of operational practices by the customer and not a reflection of ECM performance.</p>
47	Who is responsible for initial and long-term equipment performance? How is this verified and what will be done if the equipment performance does not meet expectations?	<p>Equipment and system performance is determined by proper installation, operation, and maintenance. The responsibilities for each of these three categories are detailed below:</p> <ul style="list-style-type: none"> • Installation: Siemens is responsible for specifying and installing the proper equipment to deliver the contractual performance and savings. Siemens is responsible for equipment setup and commissioning at the time of installation to assure it can perform appropriately. • Operation: Siemens will provide the customer with the operational parameters required to meet the savings. These operating parameters are discussed with the Customer during the IGA and agreed upon with the customer in the contract. The Customer is responsible for proper operation of the equipment. The Customer is also responsible for notifying Siemens of any changes in equipment operation that may have a significant impact upon the savings. Siemens will measure the performance of the equipment during the Performance Assurance period. If Siemens discovers that the operation of the equipment has significantly changed, Siemens will notify the Customer of such changes and may adjust the guarantee. The Customer may negotiate with Siemens to monitor the operation of the equipment during the Performance Assurance period. • Maintenance: The Customer is responsible for proper maintenance of the equipment. The maintenance can be done by the Customer, a third-party vendor hired by the Customer, or via a Maintenance Services Contract directly with Siemens. <p>Long term performance of the equipment will be monitored and verified during the Performance Assurance period. In Performance Contracts, a Customer typically contracts with Siemens directly to monitor, measure and verify equipment and systems performance throughout the term of the Contract or as long as the Customer chooses. Savings Guarantees are typically tied to an ongoing Performance Assurance Monitoring Contract. While Siemens would be monitoring the functionality of the systems, the party taking on maintenance and operational duties is responsible for the proper operational performance of the equipment and systems. Inadequate maintenance or operational procedures can result in Guarantee adjustments. In the event Siemens is not the party responsible for maintenance or operation, notice would be sent to the Customer if equipment is not functioning correctly and there is risk of Guarantee adjustment.</p>
48	Describe how you verify project savings (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	<p>Except as otherwise provided, energy savings will be calculated for each month of each Annual Savings Period as the sum of (i) the total avoided energy usage for each applied measure multiplied by (ii) the effective unit cost of energy for such utility of such Annual Savings Period, adjusted as described below.</p> <p>To determine the cost savings created by an ECM (Energy Conservation Measure), the post-installed measured energy usage is subtracted from the pre-installed energy usage, with the energy price applied to this marginal savings figure. The goal of measurement and verification is to keep the energy savings calculations as simple as possible, however for some ECMs, the simple energy savings equation cannot be used. Detailed information on how the energy savings will be calculated and which variables will be measured, along with the frequency of the measurement, are outlined in detail in Exhibit C of the Performance Contracting Agreement (PCA).</p> <p>Depending on the ECM and M&V approach utilized for that ECM, Siemens may need to adjust energy savings for variations in energy consumption due to:</p> <ol style="list-style-type: none"> (1) local weather conditions, (2) occupancy level changes, hours of operation, (3) structural modifications, modifications to energy consuming equipment, (4) damaged or malfunctioning equipment, and (5) any variances from the proposed operating schedules, strategies and conditions upon which the calculated savings are based that could affect energy usage. <p>There may be changes in the facility's usage and operation for which a calculated adjustment is necessary. If the work results in a change of energy source (e.g. conversion from electric to gas heat), or where the level of usage changes enough to affect the marginal cost, or where utilities have changed rate structures, Siemens shall modify the calculations procedure to appropriately adjust for the change.</p>

49	<p>Clarify how project delays are handled. For example, failure to implement a viable project in a timely manner costs the institution in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization).</p>	<p>The Project Manager is responsible for the project schedule. We use several specific steps to ensure that disruptions are avoided, and the schedule is maintained.</p> <p>Site Inspections:</p> <p>The Project Manager will inspect the site for actual work completed as compared to schedule requirements. This step results in feedback and planning with the resources responsible for the work examined and timeline slip mitigation.</p> <p>Scheduling Reviews - These reviews include look-ahead discussion with Siemens resources, subcontractors, vendors, and you. This step results in early identification of work schedule issues and avoidance of any undesired impact.</p> <p>We recognize that projects, small and large, require a rigorous level of project execution and can represent risk if not executed properly. We use PM@Siemens to manage all components of our work. PM@Siemens is a disciplined road map that encompasses the entire project workflow, starting now through final delivery and contract close. The process provides for systematic development, coordination, planning, reporting, monitoring and measuring, and corrective actions when necessary. Milestones and approval gates are embedded to ensure our team delivers your project on time, on schedule, and at the best cost and quality.</p> <p>Our disciplined approach ensures our projects consistently deliver results with minimal disruption during all phases of work. In addition, we utilize project workshops to provide transparency, maintain communication, foster stakeholder engagement, and embed your specific facilities, challenges, and concerns into the process.</p> <p>Communication and Oversight:</p> <p>The Project Manager is responsible for communicating and coordinating project activities with you, and for all subcontractor and vendor interaction. He will develop and maintain a project communication plan with your input, capturing lines of communication, assuring effective transfer of information, and avoiding inefficient redundancy within the entire team. The plan captures project meeting types and frequency, identifies key stakeholders, specifies the communication approach (notices, published meeting minutes, documentation handling) and defines escalation paths for effective resolution should challenges arise. In general, you can expect the Project Manager to work with you to develop a plan addressing all of the following areas.</p> <p>Siemens Responsibilities:</p> <p>The Project Manager's direct responsibilities start with planning and estimating support in the project development phase, and they continue with management and control through the implementation and customer acceptance phases. Project management is one of Siemens' areas of core competency developed through rigorous process and training. Our Project Manager serves as your single, dedicated point of contact during project delivery and is tasked with the following goals and responsibilities.</p> <ol style="list-style-type: none"> 1. Organize and direct the efforts of the project team for maximum success by: <ul style="list-style-type: none"> • Always stress safety first for all parties participating in the project implementation. • Breaking down the project into achievable, verifiable tasks. • Assigning specific responsibilities to individuals. 2. Establishing a chain of command and ensuring that everyone always has the information, tools, materials, manpower and cooperation they need to do their job. Establish a network for communications among all members of the project team and between the project team and the other parties involved in the project, e.g., Building Occupants, Site Managers, Project Owner, Engineer and Subcontractors, etc. This is accomplished by: <ul style="list-style-type: none"> • Identifying who should be talking to whom. • Providing channels for communication, including reports and feedback systems. • Establishing a schedule of regular meetings. 3. Devise and implement work methods that maximize productivity at all levels by: <ul style="list-style-type: none"> • Applying the most productive methods for installation and material handling. • Employing labor and time-saving tools and techniques, properly managing project resources such as labor, materials, installed equipment, tools and subcontractors. • Coordinating subcontract construction activities with all other associated trades on the job. 4. Monitor and document job progress and events by: <ul style="list-style-type: none"> • Implementing a practical, simple monitoring system that keeps the team apprised of all job situations, helps avoid surprises, and brings the entire team's talents to bear in solving problems. • Using the job's history and current status to forecast project progress-to-completion and to make adjustments to the project strategy as needed. • Establishing strict procedures for completing all documentation required to fulfill the contract and to provide the company with detailed job records for planning future project strategy. 5. Install a proactive style of management by: <ul style="list-style-type: none"> • Making everyone on the construction team customer-conscious. • Encouraging team ingenuity and imagination. • Actively identify, analyze and mitigate project risks before they turn into issues.
50	<p>Clarify how you handle a premature facility closure, loss of funding, or other major change.</p>	<p>It is common for facility and funding changes to occur throughout the term of the guarantee that impact the performance of the ECMs installed under the original project. Typically, when this occurs, a non-routine adjustment may be required to reflect this change in the M&V. In cases where equipment and/or facilities impacted by the project have been decommissioned or modified beyond their original intent, the guaranteed savings may need to be deemed as achieved in the M&V reporting. In situations where facility changes are comprehensive and the original M&V is no longer of value, the M&V agreement and guarantee may be cancelled or the service agreement can be restructured to provide alternative value to meet current customer needs.</p>

51	What is your approach to long-term preventative maintenance?	<p>Whenever a guarantee of savings is involved, Siemens requires a Performance Assurance Service Program (PASP) to be kept in place each year the guarantee is in effect. This agreement covers Siemens' cost of periodic monitoring of the installed systems and equipment, along with the determination of whether systems and equipment are being operated in compliance with the guarantee document. It also covers the cost of the annual monitoring and measurement and verification report associated with the guarantee. The PASP is the only required "maintenance" program for guaranteed energy projects.</p> <p>Equipment and systems maintenance can be done by the Customer, a third-party vendor hired by the Customer or via a Maintenance Services Contract directly with Siemens. Siemens also offers additional services that are optional at the discretion of the client. For instance, there are several programs available under a maintenance services program, such as preventative maintenance, mechanical systems services, routine operating inspections, chillers and air-conditioning equipment, boilers and heating equipment, HVAC control services (automation), just to name a few. The cost of this ongoing maintenance can be folded into the overall cost of the project. Therefore, during the life of the contract, the client would receive the benefit of reduced maintenance costs, in addition to reduced energy costs.</p>
52	Describe your capability to implement the following energy conservation measures (ECMs): a. Lighting b. Water and sewage c. Simple heating, ventilating, and air-conditioning (HVAC) controls d. HVAC packaged system replacement, boilers, and chillers e. Building envelope systems f. Other (please explain)	<p>Though not an exhaustive list, this section provides a brief introduction to the types of technologies that may be proposed for a client and the philosophy behind their application.</p> <p>a. Lighting (Indoor and Outdoor) — Lighting can account for nearly one-third of the total energy consumption in a non-residential facility. Rapidly changing technologies have made lighting equipment and control more efficient than existing equipment in most facilities. Siemens' lighting solutions provide upgrades and enhancements to existing lighting systems to increase energy and operational efficiencies and reduce building utility and operational costs.</p> <p>b. Water and Sewage - — Water conservation, scarcity and quality are pressing issues for every community - all while municipal budgets and lack of capital are key concerns. Siemens can provide comprehensive solutions for every aspects of your water infrastructure, from installing high efficiency fixtures to Smart irrigation and water treatment.</p> <p>c. Controls - Most buildings contain some level of building control and automation, but do not have the ability to work with other Building Automation System (BAS) technologies. Siemens' solutions provide upgrades and enhancements to the BAS to increase energy and operational efficiencies and reduce building utility and operational costs.</p> <p>d. HVAC - Many buildings contain mechanical (HVAC) equipment that is inefficient, inoperable, or nearing the end of its useful life. Siemens will identify mechanical equipment in need of an upgrade and provide repairs, retrofits or replacements to increase energy and operational efficiencies and reduce building utility and operational costs.</p> <p>e. Building Envelope - Many older buildings have infiltration and/or exfiltration air leakage issues. Siemens' solution would include replacing worn or missing weather seals on exterior doors; resealing and caulking windows and skylights; caulking and sealing pipe and flue penetrations through exterior walls and roofs; and caulking joints between walls, ceilings and foundations. Insulation is an integral part of a building's envelope. Missing, disturbed or substandard insulation can greatly affect space conditions and occupant comfort. Siemens' solution would include replacing missing insulation, adding insulation in areas not currently insulated, and increasing insulation R-values where applicable and feasible.</p> <p>f. Other - Pumps and Drives — High efficiency pumps and Variable Frequency Drives (VFDs) can significantly reduce electrical costs associated with most pumping processes including chiller plants, water and wastewater treatment processes, lift stations, etc. Siemens will investigate all pumps for opportunities to retrofit with higher efficiency motors and add VFDs.</p> <p>Indoor Air Quality Issues — Indoor environments have a tremendous impact on the health, productivity and well-being of building occupants. Contaminants inside a facility can adversely affect occupants and negatively impact operations. Successful mitigation of contaminant risk is key; issues need to be addressed and variables that impact the indoor environment need to be monitored and managed. Siemens' Smart Air Quality program provides a holistic approach to mitigate contaminant risk. With the latest technology and smart processes, we can provide a customized program to help you achieve a healthy indoor environment.</p> <p>PV Solar — Solar photovoltaic (PV) cells transform light into electricity. These cells consist of layers of silicon film under a thin glass layer that create an electric voltage collected by a series of wires contained in the panel. System inverters convert electric production to AC before being fed into a net meter serving the facility. Until recently, funding has been a major hurdle in the journey toward a green future. However, Energy-as-a-Service (EaaS) solutions that can help fund the transition toward decarbonization represent an important tipping point for the new green economy.</p> <p>EV Charging Infrastructure — While the world of e-mobility infrastructure and EV charging is an emerging issue for many of our customers, Siemens has a long history of designing and supporting the electrical infrastructure for these applications. Siemens has become a world leader in the EV market with an extensive lineup of AC and DC chargers, cloud-managed services and experienced personnel to help design, start up and support your installation.</p>
53	Describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.	<p>As an ESCO In the U.S., Siemens has developed and constructed more than 1,300 guaranteed energy savings projects as performance contracts over the past 30 years and helped our customers realize more than \$2.7 billion in energy savings. On average, our customers realize 119% of predicted savings and our shortfall payments to customers are less than 0.5% of the gross value of our savings guarantees. There is no teacher like experience. Our experience has taught us a series of Best Practices that Sourcewell clients will benefit from in the form of high efficiency systems, delivered on time and within budget, that will perform for decades to come. Our buying power ensures preferential pricing from major equipment suppliers. Additionally, we have created a database which allows us to benchmark construction pricing and use it as a negotiating tool with project subcontractors to obtain favorable pricing. Siemens closely monitors regulatory developments to ensure that we access incentives on behalf of our client's projects. We rely on local offices and state level regulatory consultants to closely follow changes in regulations that affect incentives. As part of our analysis of the ECM payback, Siemens will estimate the availability of rebates, grants and incentives available, such as the Inflation Reduction Act (IRA).</p>
54	Who receives funds if there are excess savings?	Any excess savings beyond projections made by Siemens will be to the exclusive benefit of the Client.

55	Sourcewell may seek to facilitate performance agreements aggregating one or more agencies within its service area. Describe your willingness to, or direct experience with, aggregating multiple facilities across in multiple locations within one performance agreement (i.e. are you willing to provide services to multiple smaller agencies (school districts, etc.) across multiple facilities through an aggregated performance agreement?).	Siemens is willing to consider aggregating multiple agency's facilities in multiple locations into one performance contract. Prior to entering into an aggregated performance contract, Siemens would seek to ensure that all participating agencies have a clear understanding of their funding obligations, as well as the measurement and verification plan for guaranteeing and reconciling the savings over the term of the agreement.
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Table 6: Proposer Qualifications: Depth and Breadth of Solutions Offered

Indicate below if the listed types solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Solution	Offered *	Comments
56	Technical Energy Audit and Project Proposal Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
57		Development of a contract for the Technical Energy Audit with the selected Contractor.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
58		Conducting an investment-grade audit to identify and evaluate cost-saving measures.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
59		Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
60		Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
61	Implementation/Commissioning and Financing Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
62		Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
63		Provision for implementation and follow-up services to be provided during the financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Measurement & Verification, additional phases of work, service agreements, etc.

64		Development of a separate financing agreement.	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Siemens is not registered with the SEC as an Independent Registered Municipal Advisor (IRMA) and therefore does not act as a financial advisor to our public sector customers. This financing discussion is not offered as advice, but for informational purposes per the instructions.</p> <p>At its core, a Performance Contract is designed to mitigate risk. This includes financial risk and Siemens will work closely with the Client and its advisors to ensure that the financing is structured to mitigate the risk that project costs outweigh the benefits. But also, that the monetized guaranteed savings substantially defray the cost of the facility improvement measures and, if required by the applicable statute, defray the entire cost of the facility improvement measures. With this said we have executed many projects that have achieved the aforementioned total cost support and in addition, the Client was able to achieve budget neutrality where the annual financed project costs were completely paid for by the annual savings when they consulted with their financial advisor to select a financing solution that met their specific requirements. Likewise, the funds to pay for the performance contract will be generated by energy and operational efficiencies which are created by that very project. Siemens recognizes that financing expertise is a core competence for any successful guaranteed savings project and have developed the internal capabilities, resources, and experience required to educate our customers on the most comprehensive portfolio of financial solutions that exist in the industry. Getting the right source of financing, terms and interest rate is critical to the project. Siemens assigns to each project a Finance Manager. The Finance Manager will work with the Client's Finance Dept and Financial Advisor to review the options available to fund the project. Siemens has worked with public entities to implement solutions utilizing a wide range of financial instruments such as: Tax Exempt Municipal Leases, Revenue and Special Obligation Bonds, Grants, Utility Rebates, Qualified Energy Conservation Bonds, and Public Private Partnerships. We are the only ESCO with its own captive financial affiliate, Siemens Financial Services (SFS) and its own finance team. SFS has developed financing solutions for hundreds of projects throughout the globe.</p> <p>Siemens can offer funding structures generally unavailable in the marketplace. Siemens, through SFS, has self-financed billions in projects, with the largest single transaction being in excess of \$300 million. SFS has funded certain project components via a tax lease structure whereby the customer rents the equipment over the term of the agreement. The majority of our projects have been financed via tax-exempt leases which provide for ownership of the assets to transfer to the customer upon installation. Due to our exceptional financial strength, SFS is uniquely able to finance transactions of nearly any size, as well as both borrow and lend at rates that are among the best in the industry.</p>	*
65	Post-implementation Guarantee/Monitoring Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	
66		Provision of a variety of services by the Contractor after implementation to ensure savings are met.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
67		Offering a savings guarantee.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
68		Providing staff training.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
69		Conducting follow-up monitoring.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
70		Maintenance of the contract through various support services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*

Table 7: Pricing

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
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71	Describe and upload a detailed sample of your pricing model using a performance contracting project.	<p>Our general approach to pricing is to negotiate fairly and openly with our customers as part of the project development process to ensure that we can deliver the best possible project maximizing value and return for the Client. Siemens develops our pricing based on the actual cost required to deliver the project plus a reasonable return. Unlike many of our competitors, we do not seek to "pad" or maximize our price simply because it can be supported by achieved savings. We believe that any "excess" project savings belongs to our customers and should be used at their discretion to either invest in additional project scope or to be retained to improve your return from the project. During development and design, Siemens routinely employs a variety of strategies including efficient design and competitive procurement practices to help control overall project costs. It should also be noted that given our yearly volume of construction projects, we have the ability to leverage significant buying power that will be passed on to the Client.</p> <p>Project costs will generally be structured into six major categories: Direct Costs Labor, Direct Costs Subs/Equipment, Direct Costs Other, Indirect Costs, Overhead, and Profit. These cost categories are described as follows: Direct Costs Subs/Equipment are those costs that will be directly and specifically expended on subcontractors and equipment vendors for their work. Examples of direct costs are mechanical subcontractor, electrical subcontractor, controls subcontractor, equipment purchases, engineering subcontracts, etc. Siemens will share these quotes with the customer. These quotes are typically obtained through a bidding process with multiple subcontractors to get the best value. Direct Costs Labor are those costs directly associated with Siemens employees who help with the development, implementation, or commissioning of the specific project scope in its entirety. These costs are calculated based on the projected hours required for these employees to support the project multiplied by their associated hourly rate. Siemens will provide a labor plan for the project as supporting documentation for how these hours are estimated. Direct Costs Other are those costs directly associated with the implementation of the project to cover costs of printing, hotels, meals, airfare, car mileage, car rental, etc. These costs vary depending on the location of the project. Indirect Costs are those costs associated with Siemens risk, warranty, bonds, insurance, general conditions, and an audit recovery fee. These Indirect Costs are applied as percentages to the Direct Costs Labor, Direct Costs Other, and to the Direct Costs Subs/Equipment. The audit recovery fee is indicated here if the customer chooses to include the audit fee in the overall cost of the project. Otherwise, the audit recovery fee is calculated as described in the next section. Overhead is a cost that is most often expressed as a percentage and represents the operating expenses of Siemens that are not directly attributable to any department or product and can therefore, be assigned only arbitrarily. Components of overhead expenses include office rent, non-project vehicles, utility bills, office furnishings and general management salaries. Overhead costs are assigned as a percentage to the Direct and Indirect Costs. Profit is the sum of money that is most often expressed as a percentage and represents the return received by Siemens after all charges and costs have been paid. The Profit costs are assigned as a percentage of the Direct and Indirect Costs. The exact costs or rates for each of these costing categories will be impacted by a wide factor of variables, including project size, complexity of scope, project timelines, etc. Under all circumstances, Siemens will demonstrate its commitment to work with the Client as a partner in a transparent fashion to develop and ultimately implement a project that returns superior economic and technical value to the Client at a fair price.</p> <p>Please see uploaded "Siemens Open Book and Audit Pricing.pdf".</p>
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72	Describe and upload pricing for investment grade audit (IGA) services.	<p>Siemens takes a practical and efficient approach to develop the cost for each IGA we perform. The pricing can vary depending on the level of detail required to provide an accurate guaranteed savings project at a guaranteed maximum price. Our team of energy engineers, project managers, procurement specialists, and performance assurance engineers work in conjunction with our clients to develop the IGA meeting the clients' objectives which are defined early in the process. We work with our client to understand their project, infrastructure, and financial goals up front so that the IGA effort can be tailored to their exact needs. A few of the items that will be discussed up front are if there were any financial limitations the client would like to maintain and any priority measures that must be included and if there are known issues that the client would like to focus on, or if they want us to look at the "universe" of opportunity at all their facilities. Once that information is known then we'd like to know how much information is available at the beginning of the IGA relative to the existing systems and utility information. The price can be reduced if there are quality drawings of the facilities already available to make our equipment investigation faster and more efficient. The level of complexity of the facilities also has an impact on the IGA cost. If the facility types are more basic and easier to evaluate like K-12 schools or municipal buildings, then the IGA cost can be relatively low. The more complex a facility gets that requires more time to understand the intricacies of operation and require very advanced knowledge and evaluations like a hospital, lab or industrial facility the IGA cost can increase. The types of measures to be evaluated can also impact pricing. Siemens can do all evaluations from the most basic like lighting and building envelope improvement to the more complex such as cogeneration systems and solar power production requiring utility interconnection agreements. The more complex the evaluation the higher the price for the IGA. Often in the more complex projects permitting design drawings and/or special code reviews are required for approval by third parties. If this is required, Siemens would hire a Professional Engineering firm to do design under our guidance. These costs are typically covered in the IGA, but in some cases can be held off until we are under contract at which point they would be added in to the project price. When developing a financially viable project for our clients Siemens will estimate incentives or rebates that are available to help the project. However, in some instances Siemens will apply for competitive grants that may be applicable to the specific project and those costs can be covered in the IGA pricing. When all this information is known, an estimate of the hours required by each of our professionals to accomplish all of our tasks will be assembled and a price developed accordingly. It is important to note that Siemens is not in the business of producing an IGA for the sake of a document to be put on a shelf by our clients, we intend to build projects that add value to our clients organizations and if a Performance Contract is executed then the cost of the IGA will be included in the contract and there will be no "out-of-pocket" expense for the IGA.</p> <p>Please see uploaded "Siemens Open Book and Audit Pricing.pdf".</p>	*
73	In the case where you cannot identify project(s) that meet the agency's pre-established financial guidelines, is there a cost to the agency for the audit?	In the case where Siemens cannot meet the agency's pre-established financial guidelines, there will be no cost to the agency.	*
74	Describe and upload any standard agreements which may be proposed to a Participating Entity.	<p>Siemens offers its standard public performance contracting agreement, though agreements can vary slightly depending on the legislation in the state of the project. We have also included our standard Project Development Agreement (PDA), which is used after an initial feasibility audit. Once the feasibility audit (no cost to owner) is delivered and the customer agrees to move forward with a project, then the customer and Siemens will enter into a Project Development Agreement. This PDA covers the costs of the IGA and formalizes the goals and deliverables of the IGA. At the end of the IGA, the customer and Siemens will enter into a PCA. The PCA is our standard Performance Contracting Agreement. This is the contract template that establishes the scope of work, costs, savings, and measurement and verification of the project.</p> <p>Please see uploaded "Siemens Industry Inc. Performance Contracting Agreement and Project Development Agreement.pdf".</p>	*

Table 8: Pricing: Payment Terms and Financing Options

Line Item	Question	Response *	
75	Describe your payment terms and accepted payment methods.	Net 30 days. We accept Wire/ACH, Check and Credit Card* payments. *Credit card payments are subject to processing fee.	*
76	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Siemens is not registered with the SEC as an Independent Registered Municipal Advisor (IRMA) and therefore does not act as a financial advisor to our public sector customers. This financing discussion is not offered as advice, but for informational purposes per the instructions.</p> <p>At its core, a Performance Contract is designed to mitigate risk. This includes financial risk and Siemens will work closely with the Client and its advisors to ensure that the financing is structured to mitigate the risk that project costs outweigh the benefits. But also, that the monetized guaranteed savings substantially defray the cost of the facility improvement measures and, if required by the applicable statute, defray the entire cost of the facility improvement measures. With this said we have executed many projects that have achieved the aforementioned total cost support and in addition, the Client was able to achieve budget neutrality where the annual financed project costs were completely paid for by the annual savings when they consulted with their financial advisor to select a financing solution that met their specific requirements. Likewise, the funds to pay for the performance contract will be generated by energy and operational efficiencies which are created by that very project. Siemens recognizes that financing expertise is a core competence for any successful guaranteed savings project and have developed the internal capabilities, resources, and experience required to educate our customers on the most comprehensive portfolio of financial solutions that exist in the industry. Getting the right source of financing, terms and interest rate is critical to the project. Siemens assigns to each project a Finance Manager. The Finance Manager will work with the Client's Finance Dept and Financial Advisor to review the options available to fund the project. Siemens has worked with public entities to implement solutions utilizing a wide range of financial instruments such as: Tax Exempt Municipal Leases, Revenue and Special Obligation Bonds, Grants, Utility Rebates, Qualified Energy Conservation Bonds, and Public Private Partnerships. We are the only ESCO with its own captive financial affiliate, Siemens Financial Services (SFS) and its own finance team. SFS has developed financing solutions for hundreds of projects throughout the globe.</p> <p>Siemens can offer funding structures generally unavailable in the marketplace. Siemens, through SFS, has self-financed billions in projects, with the largest single transaction being in excess of \$300 million. SFS has funded certain project components via a tax lease structure whereby the customer rents the equipment over the term of the agreement. The majority of our projects have been financed via tax-exempt leases which provide for ownership of the assets to transfer to the Client upon installation. Due to our exceptional financial strength, SFS is uniquely able to finance transactions of nearly any size, as well as both borrow and lend at rates that are among the best in the industry.</p>	*
77	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All transaction documents are included in our standard Performance Contracting and Project Development Agreement, which have been uploaded to Standard Transaction Docs.	*

Table 9: Pricing: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Through its existing Sourcewell contracts, Siemens has a number of self-audit processes in place to ensure Sourcewell participants obtain proper pricing. The Siemens sales applications (SalesForce, BookIT and SAP) have been updated to include the Sourcewell contract in the opportunity and order processes. These applications track an opportunity from initial identification through final order closeout. The Siemens on-boarding process for new employees has been updated to include the Sourcewell contract.	*
79	If you are awarded a agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If awarded a contract Siemens will use measurements of success that are related to customer satisfaction and market share overall and in specific customer vertical markets (education, government, etc.). Contract revenue is also an important metric to ensure the sales teams remain motivated to use the Contract.	*
80	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Siemens proposes a Sourcewell fee of 2% of the total project costs.	*

Table 10: Supplemental Factors

Line Item	Question	Response *	
81	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Siemens Marketing Communications strategy for promoting the Sourcewell contract includes: Dedicated webpage with technical content and links to the Contract; Marketing flyer (similar to the attached sample); Internal and external Webinars with vertical market customers such as Education, Healthcare, and Airports; Social Media posts to reach a broad Siemens' customer base; and internal sales training to promote contract utilization.	*

82	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Siemens has a dedicated webpage for the Sourcewell Contract that includes a description of the Sourcewell Cooperative Purchasing Contract with a link to the Sourcewell site. Siemens contract-specific information will include a description of the products and services offered, FAQs about how to request and respond to a proposal, and the tracking of hits, downloads, etc. Siemens social media sites include Twitter, LinkedIn, and Facebook. Siemens tracks likes, shares, etc. for all of our social media sites. This data is analyzed regularly to determine the effectiveness of the information presented. Internally, Siemens uses the Amplify platform, which allows Siemens employees, including upper management, to share Siemens social media posts to their personal accounts for a broader distribution of the information.	*
83	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreements into your sales process?	Siemens views Sourcewell's role on this contract as a partner to promote overall contract utilization with Sourcewell customers. Sourcewell provides valuable market information that is shared with the Siemens' vertical market sales teams. The Siemens sales applications (SalesForce, Turbo and SAP) have been updated to include the Sourcewell contract in the opportunity and order processes. These applications track an opportunity from initial identification through final order closeout. The Siemens on-boarding process for new employees has been updated to include the Sourcewell contract.	*
84	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Siemens' products and services offered on the Sourcewell Contract are not commodity based. The projects associated with performance contracting require discussions with customers to ensure requirements are tailored to specific needs. Therefore, these offerings do not lend themselves to e-procurement. Siemens recommends that all Sourcewell orders go through the standard ordering process that includes a Siemens sales representative.	*
85	Describe any training programs related to this proposal such as OSHA training, safety training, electrical safety, etc. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Clients will be making a significant investment into their facilities and infrastructure as part of a performance contract. The project's guaranteed performance commitments require a collaborative partnership between Siemens and the client to protect and maintain that investment. An effective training program is an essential component to the project's technical and financial success by understanding the intent and proper operation of the project's various improvement measures.</p> <p>Approach to Project Training - Siemens' training provides objective-based learning experiences that will teach both management and staff how to manage their operations more efficiently, reduce utility costs, increase comfort and maximize system benefits. The client's training program will be specifically tailored to their facilities and systems and for employees. The training curriculum we establish also enables employees to set a path for their own professional development, which encourages an improved quality of work and also improves employee morale.</p> <p>The training needs will be determined for staff as follows:</p> <ul style="list-style-type: none"> • Assess the employee's knowledge and competency levels. • Select and design the training programs needed. • Train employees according to the design of the program (onsite and/or offsite). • Test employees' knowledge as it applies to the facility. • Update employees' knowledge at periodic intervals to stay current with new codes and improved processes. <p>Project specific training is focused on the Client's facilities and operations staff directly engaged in the day-to-day utilization and care of the installed improvement measures. Training content is based on the project's specific scope of work including new equipment and systems as well as modified operational and maintenance processes.</p> <p>Delivery Methods: Standard Courses, Custom-Designed Courses, Locally Presented Seminars on HVAC and Controls, Self-Instruction Materials / Web-based Training. Siemens offers both free and fee-based training programs depending on the system purchased. Most project related training is free.</p>	*

86	Describe any technological advances that your proposed Solutions offer.	<p>As a focused technology company, Siemens creates technology that empowers our customers to positively transform the industries that form the backbone of our economies. From more resource-efficient factories, resilient supply chains, and smarter buildings and grids, to cleaner and more comfortable transportation as well as advanced healthcare, we create technology with purpose adding real value for customers. With smart infrastructure, we are shaping an ecosystem that connects the real world with the digital world. Making decisions based on data and analytics empowers our customers to make their energy systems and processes in buildings and industries more efficient and sustainable.</p> <p>At Siemens, we know that energy and sustainability are key drivers of building performance. We bring together expertise, technology and services that lower operating costs and risks and reduce environmental impact. We do this by leveraging building data to optimize energy consumption, procurement and supply, as well as critical power quality so organizations can fulfill their mission better.</p> <p>Siemens helps local governments of all sizes evolve and succeed. In the last five years alone, we have worked with more than 200 local U.S. governments to modernize their infrastructure, generating almost \$1 billion in energy and operational savings.</p> <p>Below, we provide just some of the capabilities and solutions that Siemens has to offer our customers to help them achieve their energy efficiency and sustainability goals as a full-service energy partner.</p> <ul style="list-style-type: none"> ■ Distributed Energy Solutions - Siemens' Distributed Energy Solutions utilize an optimized mix of distributed energy resources such as renewable energy, combined heating and power stations, or storage systems, supported by sophisticated energy management technologies and strategies. ■ Microgrids - Taking a sustainable approach to energy that goes beyond the use of renewable sources, microgrids serve as a decentralized energy system, where you are independent of the public network and, at the same time, can generate additional revenue by feeding any excess energy back to it. ■ Battery Storage - With a storage solution in place, energy consumers gain greater independence from utilities and improve overall resiliency. ■ Solar Solutions - As an expert in on-site generation, Siemens can help you implement a stand-alone or hybrid solar power solution designed to support your goals now and into the future. ■ EV Charging Solutions - Siemens PKM150 DC Charger (150 kW) solution is a unique approach to a modular and scalable direct current (DC) fast charging system designed for more cost-effective operations and infrastructure deployment. ■ Digital Services - Siemens' holistic services are where the digital and physical worlds converge. Your maintenance is transformed from solving complicated and expensive problems into a comprehensive program that delivers proven outcomes and greater value. ■ Siemens Smart Air Quality - Siemens Smart Air Quality™ Program provides a holistic approach to mitigate contaminant risk. With the support of our knowledgeable professionals, the latest technology and smart processes, we can provide a customized service program that helps you achieve your goals. ■ Siemens Enlighted - IoT Solution - Siemens' LED replacement solution would include the option of deploying an integrated, networked IoT platform that offers advanced lighting controls, deeper insights into the operational performance of your facilities, and customized applications to enhance the occupant and visitor experience.
87	<p>Please describe which memberships/certifications your company may have relevant to this RFP:</p> <ul style="list-style-type: none"> -National Association of Energy Service Companies (NAESCO) -Department of Energy (DOE) qualified list of energy service companies (ESCOs) -Other (list) 	<p>Siemens Industry, Inc. is an active member in a number of leading industry associations at a national and local level, including:</p> <ul style="list-style-type: none"> • Accredited through the National Association of Energy Services Companies (NAESCO) as an Energy Services Provider • Member of the United States Green Building Council (USGBC) • ENERGY STAR Partner • Member of the Clinton Climate Initiative C40 Large Building Retrofit Program • Member of the Alliance to Save Energy (ASE) • National Leadership Circle Partner with the Building Owner's and Manager's Association (BOMA) • National Association of College and University Business Officials (NACUBO) • Association of School Business Officials (ASBO) • National League of Cities (NLC) • United States Conference of Mayors (USCoM) • International City/County Management Association • Board Level Member of The Green Grid • Association of Energy Engineers (AEE) • National School Boards Association (NSBA) • Association of Physical Plant Administrators (APPA)

88	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Siemens provides consulting services with regards to the following Green/Energy Efficiency certifications: GRESB, BOMA Best, LEED, BREAM and Energy Star Certification. Support tends to focus on pre-certification advisory, re-certification support and data management and reporting to support ongoing certification maintenance. Siemens either submits on behalf of the client or supports the client with their submissions. Our DEGREE framework highlights Siemens' own comprehensive and systematic approach to sustainability. We are consistently recognized as an industry leader by organizations such as MSCI (Industry Leader), ISS ESG (1st in our industry), Sustainalytics (Top 15%), S&P Global Ratings (Top 1%), ecovadis (Top 1%) and the Carbon Disclosure Project (Top in our Industry). A full list of our rankings be found on pages 29-30 in our latest Annual Sustainability report:</p> <p>https://assets.new.siemens.com/siemens/assets/api/uuid:00095b96-4712-4cd1-b045-19d5df704358/sustainability-report-fy2023.pdf</p> <p>Siemens is involved in a variety of climate and carbon partnerships:</p> <ul style="list-style-type: none"> o We support the goal of achieving a carbon-neutral Europe by 2050, supported by our active memberships in the EUROPEAN ALLIANCE TO SAVE ENERGY and the EUROPEAN GREEN DIGITAL COALITION. o We work closely with the Organization for Economic Cooperation and Development (OECD), the United Nations (UN), the European Union, and the World Economic Forum (WEF). o We also cooperate with the United Nations, for instance, as part of our commitment to the Ten Principles of the United Nations Global Compact (UNGC). On several environmental issues, we support the United Nations Framework Convention on Climate Change (UNFCCC) and the UN Climate Change Conferences, and we are actively involved in the CEO Water Mandate. o We have also joined the World Bank's Carbon Pricing Leadership Coalition (CPLC), and we advocate for the global introduction of carbon pricing. o We are likewise committed to the UNGC Women's Empowerment Principles and have signed the Diversity Charter, an initiative by the German government. o For over ten years we have supported One Young World (OYW), a non-profit organization that supports young business leaders around the globe to build a better world with more responsible, more effective leadership. At the 2023 OYW Summit in Belfast, we championed this event by sending more than 45 of our Siemens colleagues to participate. o We are members of the Ceres Policy Network, focusing on tools and knowledge to collectively advocate for policy and regulatory solutions at the state and federal levels. o We are members of the Corporate Eco Forum (CEF), an invitation-only forum representing large, influential companies to provide peer-to-peer insight and practical knowledge on sustainability strategy. <p>Siemens collaborates with numerous partners globally across the topics of decarbonization and energy efficiency, resource efficiency and circularity, and people-centricity and societal impact. Our selected strategic sustainability partnerships are listed below:</p> <ul style="list-style-type: none"> o The Climate Group (EV100, EP100, RE100) o The United Nations Conference of Parties (COP) and Global Compact Working Group on Climate o The US Department of Energy (DOE) Better Buildings Initiative o The European Union (EU) Business and Biodiversity Platform o The European Union (EU) Circular Plastics Alliance Declaration o The Responsible Minerals Initiative (RMI) o The Conference Board (TCB) o ecosense o The World Business Council for Sustainable Development (WBCSD) <p>A full list of our climate and carbon partnerships can be found in our latest Annual Sustainability report:</p> <p>https://assets.new.siemens.com/siemens/assets/api/uuid:00095b96-4712-4cd1-b045-19d5df704358/sustainability-report-fy2023.pdf</p> <p>Pages 26-30 highlight partnerships and ratings/rankings organizations we are engaged with.</p>	
89	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Siemens also has introduced, EcoTech, a new framework which highlights our approach to sustainable product design, making it easier to identify more sustainable choices and scale sustainability impact by minimizing environmental footprint.</p> <p>https://www.siemens.com/global/en/company/stories/research-technologies/topics/siemens-ecotech-make-more-sustainable-choices.html</p>	
90	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Siemens does not qualify as a Minority Business Entity, Small Business Entity, or Veteran Owned Business, Siemens Industry Inc (SII) has a Supplier Diversity Program. We can create project-specific supplier diversity programs, if/when it is necessary. Through our vast network of diverse suppliers / subcontractors, we can typically meet or exceed, the requirements of a given job.</p>	
91	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Siemens strives to be more than an industry-leading technology provider and systems integrator. As a partner to our customers, one of Siemens key objectives is to positively contribute to a wide range of strategic objectives and core priorities. EMPOWER+ is an Academic and workforce development outreach program designed for new and existing customers as a way to expand partnership discussions in the areas of sustainability, STEAM, behavior change, energy efficiency and community outreach programming. At Siemens, we share our resources and expertise on projects impacting sustainability, STEAM, workforce, behavior change, energy efficiency and community relations. Through EMPOWER+, we help enable the ideation and implementation of value-added programs in line with the organizational or institutional core mission of our customers. We offer pre-packaged programs through Empower Learning, tailored programs through Empower Custom, workforce development and human resources through Empower Workforce, and communications support through Empower Community. Behavior change is most often realized through Empower Custom which is designed to develop tailored programs in collaboration with each customer to reflect their unique program priorities and objectives. As an integral part of this, Siemens provides ideation / consultative resources and seed grants to help fund, develop and launch a sustaining customizable initiative that could focus on any number of areas, including STEAM labs/makerspaces, staff development, student engagement, sustainability awareness, behavior modification, energy efficiency, sustainability, workforce development, and/or community outreach. With customizability at its core and as a testament of its effectiveness, Empower Custom has successfully worked with customers in the K-12, Higher Education, and municipal verticals in the past four years to create over 40 such programs across these categories.</p>	

Table 11: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Siemens Open Book and Audit Pricing.pdf - Monday July 15, 2024 17:27:19
 - [Financial Strength and Stability](#) - Siemens Annual Financial Report FY2023.pdf- Friday July 12, 2024 13:07:34
 - [Marketing Plan/Samples](#) - Siemens Sourcewell Flyer.pdf- Friday July 12, 2024 13:07:47
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Siemens Industry Inc. Performance Contracting Agreement and Project Development Agreement.pdf - Monday July 15, 2024 17:25:42
 - [Requested Exceptions](#) - Siemens Redline RFP_071624_Energy_Savings_Performance_Contracting_Contract_Template 7.15.24.pdf- Tuesday July 16, 2024 14:40:45
 - [Upload Additional Document](#)- Certificate of Accreditation ESP Siemens Industry.pdf- Friday July 12, 2024 13:08:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:

Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rick Rodriguez, VP, Energy & Performance Services - Americas, Siemens Industry, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_071624_Energy_Savings_Performance_Contracting Mon July 8 2024 03:50 PM	<input checked="" type="checkbox"/>	—
Addendum_6_RFP_071624_Energy_Savings Fri July 5 2024 02:55 PM	<input checked="" type="checkbox"/>	—
Addendum_5_RFP_071624_Energy_Savings_Performance_Contracting Wed July 3 2024 09:12 AM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_071624_Energy_Savings_Performance_Contracting Mon July 1 2024 02:50 PM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_071624_Energy_Savings_Performance_Contracting Thu June 13 2024 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_071624_Energy_Savings_Performance_Contracting Wed June 5 2024 09:38 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_071624_Energy_Savings_Performance_Contracting Tue June 4 2024 11:55 AM	<input checked="" type="checkbox"/>	1