

**MASTER AGREEMENT #121024****CATEGORY: Facility Security Systems, Equipment, and Software 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., 1000 Deerfield Parkway, Buffalo Grove, IL 60089 (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 as defined in Article 1, 8) 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 and Supplier's convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for making commercially reasonable effort to ensure 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 February 18, 2029, 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, with Supplier's agreement.
- 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 Solicitation 121024 to Participating Entities (the "RFP"). In Scope solutions include:
- a) Alarm and signal systems;
- b) Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
- c) Fire detection, sprinkler and suppression systems;
- d) Intrusion and breach prevention and detection solutions;
- e) Glass and window security, armor, and ballistic applications and solutions;
- f) Closed circuit television (CCTV), surveillance, and recording solutions
- g) Facility and parking access control solutions.
- h) Robotic and Artificial Intelligence (AI) surveillance solutions; and
- i) Biometric scanning and screening.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only that equipment, services, software and products ("Equipment", "Services" "Software" and "Product" as included in Siemens Proposal are within Scope of this Master Agreement ("Included Solutions") are included within the Agreement and may be offered to Participating Entities. Those solutions that were part of the RFP, but were not part of the Supplier's Proposal or Included Solutions, include, without limitation Robotic and Artificial Intelligence (AI) surveillance solutions and Biometric scanning and screening.
- 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 (the "Pricing List").
- 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.

12) **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.

13) **Open Market.** Supplier's open market pricing process is included within its Proposal.

14) 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 of licensure, permits or bonding directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Equipment and Products furnished 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 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. .

- 15) **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.
- 16) **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.
- 17) **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 Sourcwell 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.

18) LICENSE INTELLECTUAL PROPERTY IN THE PRODUCTS. “Software” means software that is licensed by Supplier to Sourcewell and/or Participating Entities under this Agreement, including any related Documentation. “Documentation” means the explanatory printed or electronic functional specification materials provided by Supplier for the Software, including but not limited to license specifications, instructions for the use of the Software and technical specifications. Subject to the default license in this Article 17.d and any agreement otherwise in the Order, for Software provided under an Order, Sourcewell and/or Participating Entities agrees to comply with any end-user license agreement (“EULA”) accompanying such Software and attached to such Order. Supplier hereby grants to Sourcewell and/or Participating Entities a worldwide, irrevocable, nonexclusive, perpetual, paid-up and royalty free license for software embedded in any Products that is not subject to a separate license or EULA (including installed applications). The license rights and restrictions, warranty, and delivery terms of the separate license or EULA shall govern over any conflicting terms in this Agreement. The license allows Sourcewell and/or Participating Entities only to use such software as embedded in the applicable Product and related Documentation. Supplier hereby assigns and passes through to Sourcewell and/or Participating Entities all of the third-party manufacturers’ and licensors’ warranties and indemnities for the Products. No other Intellectual Property rights are conveyed in such software unless otherwise agreed in writing by Supplier. Supplier shall retain all other Intellectual Property rights in all Products, Software and Services not expressly licensed herein. “Intellectual Property” or “IP” means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, publicity rights, and privacy rights; and (b) any application or right to apply for the rights referred to in this Section 17.d, and all renewals, extensions and restorations.

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.** Upon contract execution and throughout the Contract Term, Supplier must provide Sourcewell a current means to validate or authenticate Supplier’s authorized dealers, distributors, or resellers relative to the Equipment, Products, Software and Services 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. Supplier's Authorized Representative is the person named in the Supplier's Proposal.

- 4) **Business Reviews.** Supplier will perform a minimum of one business review with Sourcewell per agreement year. The business review will cover sales to Participating Entities, pricing and terms, administrative fees, sales data reports, supply 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 a sales 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. 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. 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.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement that are not subject of a good faith dispute. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement that are not subject of a good faith dispute may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 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.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party and a fully executed assignment agreement. 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 either party to act or assert 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. Any such waiver must be in writing and signed by the parties.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. 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.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. 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, caused by Supplier's negligent acts or omissions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. 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 Contract and as it applies to all data provided by or 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 19) 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 to Participating Entities. 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 party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the other party will have 30 calendar days in which it must cure the breach. 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.

Article 3: Supplier Obligations to Participating Entities

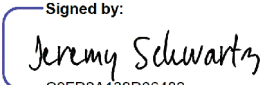
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, 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 and Rejection.** 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 request the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier is not required to accept such terms at variance in any particular from applicable terms in the Agreement. Supplier's standard form agreements or terms and conditions may be required 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 Sourcwell 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 agreement of the Participating Entity and Supplier. Sourcwell 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.

Sourcwell

Siemens Industry, Inc.

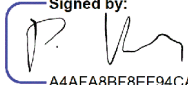
Signed by:

 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

5/1/2025 | 3:29 PM CDT
 Date: _____

Signed by:

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

5/1/2025 | 9:11 AM CDT
 Date: _____

Signed by:

 By: _____
 Peter Kamps
 Title: Head of Finance, Buildings
 5/1/2025 | 3:09 PM CDT
 Date: _____

RFP 121024 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Siemens Industry, Inc.

Does your company conduct business under any other name? If yes, please state: Siemens Government Technologies, Inc.

Address: 1000 Deerfield Parkway
Buffalo Grove, IL 60089-4547

Contact: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Phone: 703-689-1472

HST#: 13-2762488

Submission Details

Created On: Tuesday October 29, 2024 08:50:59

Submitted On: Tuesday December 10, 2024 10:53:14

Submitted By: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Transaction #: 3111a63f-9cc1-4dca-b72b-5bc93baeeed1

Submitter's IP Address: 136.226.19.67

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

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? Y or N.	Y	*
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).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HLQ3	*
5	Provide your NAICS code applicable to Solutions proposed.	236220	
6	Proposer Physical Address:	1000 Deerfield Parkway, Buffalo Grove, IL 60089-4547	*
7	Proposer website address (or addresses):	www.siemens.com/us	*
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):	Beverly Lester, Sr Government Contracts Manager, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com phone: 571-379-1092	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Toni Stoddard, Contract Manager, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: toni.stoddard@siemensgovt.com Phone: 703-689-1472	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beverly Lester, Sr Government Contracts Manager, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com phone: 571-379-1092	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>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 160 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 (mechanical services, automation, fire and security, control products and Systems). This link has more details about the historical and current structure of Siemens: https://www.siemens.com/global/en/company/about/history/stories/setting-the-course-of-the-future.html</p> <p>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. This link has more details on our company's core values and business philosophy: https://www.siemens.com/global/en/company/about.html</p>	*
12	What are your company's expectations in the event of an award?	Siemens' use of the Sourcewell contract will continue to be promoted internally to the sales teams and externally with our Sourcewell eligible customers. Our sales teams will be trained to lead with the benefits of using an awarded Sourcewell contract with pre-negotiated terms and conditions to include pricing. If awarded a Sourcewell contract, there will be a renewed emphasis on increasing the utilization of the Contract through our training and marketing approaches. We have a dedicated internal SharePoint site for our sales and operations team where they can find additional information about Sourcewell, prerecorded training, and all of the specific contract information for all Siemens' Sourcewell contracts.	*
13	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.	<p>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.</p> <p>We have included the most recent audited Siemens Financial Statements "Siemens 2023 Annual Report.pdf".</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>The Siemens US market share for the solutions proposed:</p> <p>Automation Solutions – 10.8% Automation Services - 24.8% Fire Solutions – 5.1% Fire Services - 12.4% Security Solutions .7% Security Services = 1.9% Energy Solutions – 5.4% Electrical Services - 3.2% Building Control Products – 9.1% Mechanical and Automation Services and Solutions – 12.4% Energy Solutions – 6.1% Electrical Services - .3%</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	Siemens Canada will not be participating in this solicitation.	*
16	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.	There are no current or past bankruptcies. Siemens will disclose such information to Sourcewell during the pendency of the RFP evaluation should this occur.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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 manufacturer of building automation and electrical. 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. Additionally, Siemens has partnered with numerous Value Added Partners (VAPs) that are certified to perform service on the products offered on this contract. The combination of the Siemens' personnel and the VAP personnel ensures that our customers always have a service provider in close proximity.</p>	*
18	<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. 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> <p>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</p>	
19	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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable. Siemens has never been debarred or suspended.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Refer to an article that lists Siemens' notable awards: https://www.siemens.com/us/en/company/press/siemens-stories/usa/siemens-usa-recognized-for-innovation-culture.html</p> <ul style="list-style-type: none"> • MBDA Distinguished Supplier Diversity Award 2023: https://www.mbda.gov/news/press-releases/2023/10/minority-business-development-agency-announces-winners-2023-national • Siemens USA and Siemens Mobility with US Department of Commerce Minority Business Development Agency (MBDA) provides grants to small diverse businesses: https://www.siemens.com/us/en/company/press/press-releases/usa/supply-chain-diversity-expansion-180k-black-owned-businesses.html • CM Championship Award (Resiliency category) (Internal to Siemens) 2023 • Greater Baltimore Committee Bridging the Gap Achievement Award – Innovative Partnership or Strategic Alliance 2021 • 2024 Women MAKE Awards Honoree (Loretta Revesz, Procurement Manager, Building Products Americas) • 2022 Best Places to Work for LGBTQ+ Equality • Forbes 2022 The Best Employers for Diversity • Forbes 2022 The Best Employers for Women • Forbes 2022 Americas Best Large Employers • 2023 Top Supporters of HBCUs • HBCU Top Supporters 2022 • Disability Equality Index Best Place to Work for Disability Inclusion 2023 • Fast Company Most Innovative Companies 2022 • Fast Company World Changing Ideas 2022 • Fast Company Best Workplaces for Innovators • Fortune The World's Most Admired Companies 2022 • LinkedIn Top Companies US 2022 • Illinois Clean Jobs Coalition and Chicagoland Chamber of Commerce Clean Energy Champion Award for Tech and Innovation • US Department of Labor HIRE Vets Medallion Gold Award - Siemens Government Technologies • Employers List of the 2021 Military Times Best for Vets • Forbes 2021 America's Best Employers for Veterans • Siemens partnership with US Department of Defense's SkillBridge, along with other veteran training programs like Training with Industry, Orion Talent for military recruitment, and Siemens Mobility works with Hire Heroes USA 	*
21	What percentage of your sales are to the governmental sector in the past three years?	15% of the total Smart Infrastructure sales were to federal, state, and local government customers over the past 3 years.	*

22	What percentage of your sales are to the education sector in the past three years?	20% of the total Smart Infrastructure sales were in the education sector (K-12: 7%; higher education: 13%).	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	New York Office of General Services (NYOGS) GFY 2022: \$11M GFY 2023: \$13M GFY 2024: \$15M Sourcewell: GFY 2022: \$10,201,598.83 GFY 2023: \$41,047,959.91 GFY 2024: \$53,847,650.83	*
24	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?	GSA GFY 2022: \$49,695,073 GFY 2023: \$48,203,821 GFY 2024: \$60,217,676	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Redwood City School District	Will Robertson	(408) 314-8851	*
Ector County	Fernando Chasco	(432) 282-4103	*
University of Texas at Dallas	Daniel Calhoun	(972) 883-2103	*
University of Missouri System	Robert Wren	(816) 235-1292	
City of Jacksonville	Mike Soto	(904) 219-6528	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in the United States. Coverage is dispersed across Alaska (3 sales offices) and the continental United States (87 sales offices). The U.S. market is covered through 8 distinct zones including an Enterprise Zone, one focused on Energy Performance Contracting, and the Siemens Government Technologies, Inc. (SGT) entity. Each zone has a separate mechanical, automation, electrical, energy, fire safety, and security organization with sales and support personnel dedicated and trained in each of the business lines. In addition, Siemens backs this group with subject matter experts (SMEs) from the Center of Competency (CoC) headquartered in Buffalo Grove, IL.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	In addition to the Siemens' business units and sales offices, there are multiple distributors who represent Siemens in different markets like construction and industrial. Utility-based customers are primarily represented by the Siemens' Business unit. We have some value-added partners to whom we sell our automation systems who provide value-add from a supplier diversity perspective. This vast network of distributors and Value-Added Partners (VAPs) is managed by a team dedicated to tracking sales, technical certifications, and regional coverage primarily for the automation systems that might accompany our mechanical services in a few geographies. Siemens will not use contract 'dealers or resellers' to represent Siemens on the Sourcewell contract.	*

28	Service force.	<p>Siemens Service Force includes local on sight HVAC Mechanics, Automation Technicians, Energy Engineers, as well as additional employees that focus on remote engineering, programming, and services. Below is an approximate number of employees that fall into these categories:</p> <p>HVAC Mechanics 250+ Automation Technicians 1300+ Energy Engineers 75+ Security Field Technicians 100+ Fire Field Technicians 800+ Additional Remote employees that focused on engineering, programming, and service 100+</p> <p>In addition, for areas where it is more economical to work with local providers, we have subcontracted services to keep pricing competitive and provide more responsive services.</p>
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 employs over 9,000 sales and support personnel across 110 offices in the United States. We routinely design service and support procedures with committed response times from our branch locations. Each will differ according to customer requirements but will be backed by support professionals trained and certified with the technology purchased by the customer.</p> <p>For the Sourcewell Contract, we will not use dealers or distributors. Sourcewell Contract orders will be between the local Branch and the participating entity. Local salespeople will provide the scope, review pricing with local operations and with our National Team, and with Siemens Government Technologies that are responsible for Sourcewell agreement compliance. Orders will be received by sales and processed internally. At this point, a local Operation Project Manager or Client Service Manager will be assigned. They are responsible for delivery of service per the project scope.</p> <p>The Siemens Smart Infrastructure 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <ul style="list-style-type: none"> • Customer Loyalty: The customer loyalty program measures customer satisfaction for each of our local Branches. This important metric measures the likelihood that a customer intends to continue doing business with us and would recommend us to others. We take this metric seriously and have processes for escalation to the local management team when there is indication of dissatisfaction. • Customer Satisfaction: The overall Customer Satisfaction Index is measure for each customer after we provide service, usually quarterly. This satisfaction metric measures a customer's overall satisfaction with their Siemens service experience. <p>As a result of actively listening and responding to customer insight, Siemens Smart Infrastructure implemented new programs and focused on ongoing improvements over the past two years to directly address customers' specific concerns.</p> <ul style="list-style-type: none"> • Service: We expanded our portfolio of service offerings, improved service delivery and service outcomes, introduced digital services offerings for remote service, and introduced the service portal that allows customers to track their service notifications and status. • Responsiveness: We achieved a 54% reduction over the last year for the time it takes to resolve an issue after receiving a customer request. • Staff: We added certified experts in the field to properly address our customers' specific needs plus more robust recruitment and training programs to ensure the highest levels of professionalism, knowledge, and expertise and employee engagement.

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.	Service Delivery excellence is baked into our culture. In metropolitan areas customers typically receive emergency service in 2 hours and standard service in 4 hours. This may vary for outlying rural areas, but is addressed and agreed upon in the service agreement scope of work. Our service dispatch team and our 24/7 Customer Service Center ensure we meet these expectation regardless of the time of day our national holidays. There is an internal escalation process when issues arise that engages the leadership team to ensure customer expectation are met.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Siemens' US customers enjoy the advantage of Siemens Smart Infrastructure Buildings (SI B) 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 B 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.</p> <p>Siemens service teams have access to parts and equipment from all major manufacturers. In addition we have national reseller agreements with many of them to provide cost effective materials to our customers. Siemens is a Building systems industry leader through our control products, Desigo CC front end, and Building X platform, Sipass Integrated Access Control, Siveillance VMS, and Siveillance Control Pro command and control platform.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Siemens Canada will not be participating in this solicitation. Therefore, we will not be providing any products or services for any areas in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas in the US we cannot service. We have a geographically dispersed sales and support organization that covers the U.S. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in the United States. Siemens backs this group with subject matter experts from the Center of Competency (CoC) headquartered in Buffalo Grove, IL with 100+ branches and sales offices. In locations where we don't have a mechanical presence, Siemens can work with our network of providers to ensure we are able to meet the needs of Sourcewell participating entities. Siemens Canada will not be participating in this solicitation. Therefore, we will not be serving any areas in Canada.	*
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.	All account types available under the awarded contract will be available to all participating entities. Siemens' full breadth of services and solutions as well as products covered by our contract may be offered. All Sourcewell participating entities will have full access to this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, or in US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	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.	<p>The Siemens Internal Marketing Plan for our Sourcewell Contracts include web-based and in-person training sessions for our sales force. There is also a sales support team that assists in ensuring that the sales force is aware of the Sourcewell contracting vehicles and how to be compliant when using these important tools. Each segment of our business has stressed the benefits of using Sourcewell with our public sector and non-profit entities. Use of the Sourcewell contract is monitored in our CRM (sales Force), and sales management is encouraged to lead with the Sourcewell contract whenever applicable.</p> <p>The Siemens External Marketing Communications strategy for promoting the Sourcewell contracts includes: A dedicated webpage with technical content and links to the Sourcewell Contracts; Pricing; Marketing documents (please see the attached "Sourcewell Comms Plan 2024.pdf, Top Reasons to Work for Siemens.pdf, and Siemens Industry_Sourcewell Flyer_2024.pdf); Internal and external Webinars with vertical market customers such as Education, Healthcare, Life Science, State/Local governments, and Airports; and Social Media posts to reach a broad Siemens customer base.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>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.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>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 markets and sales teams. The Siemens sales and tracking applications such as Salesforce, TrackIT, BookIT, and SAP include the Sourcewell contracts in the opportunity identification and ordering processes. Siemens internal SharePoint site contains a landing page for all Sourcewell contracts, pricing, marketing documentation, and internal training recordings and Power Point presentations. These applications track an opportunity from initial identification through award and final order closeout. The Siemens on-boarding process for new employees includes the Sourcewell contract and pricing compliance training.</p> <p>On occasion we have worked with Sourcewell to promote the program to end-users that have not participated in the past. In this way we are a true partner that can bring new clients to Sourcewell.</p>
40	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.	<p>Siemens' products and services offered on the Sourcewell Contract are not commodity based. The projects associated with building automation, HVAC, mechanical, electrical, etc. require discussions with customers to ensure requirements are tailored to specific needs. Therefore, these offerings do not lend themselves to e-procurement. However, there is a Siemens commercial site for ordering spare parts, etc., but this site does not use any Contract pricing and is not subject to the Contract terms. Siemens recommends that all Sourcewell orders go through the standard ordering process that includes a Siemens sales representative.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Siemens offers both free and fee-based training programs for operation, installation and programming thru the SI Academy. All Siemens software includes program for installation and programming training, as well as maintenance service training.</p> <p>At an end user level, we teach our clients how to detect certain error conditions to determine the severity level and appropriate remediation for our fire systems.</p> <p>Security system training includes operator and administrator level training as part of system commissioning and project turn over. Additional classes or times may be included at the request of the client. Ongoing (semi-annual or annual) end-user training sessions are available. End-user training is typically held at the client site and using their system(s). Advanced end user operator and administration training sessions are also offered at Siemens US headquarters in Buffalo Grove, IL. 3rd party certification training is also available through our partner vendors. These are offered both remote and at client sites. Training is available for installing technicians, system administrators, and operators/users.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>Our proposed products and services offer many new technological advances with much more to come given current R&D and technology innovation trends. Products are becoming faster, smarter, and better able to integrate and communicate. Siemens' open platform based offerings enable devices from Siemens and third-party vendors to easily communicate; advanced analytics to support remote operations and predictive maintenance programs; artificial intelligence to drive machine learning and continuous systems optimization (for example, when applied to basic HVAC systems); integrated smart security and life safety systems (for example, deploying advanced video analytics, access control and mass notification functions); and IoT applications based on multi-variable sensing technology that can provide buildings, space and asset management and optimization from a single platform.</p> <p>Technological advances to security and management platforms are allowing for workflows in response to events or alarms to be initiated in an autonomous response. This reduces reaction time while also providing for consistent and programmable responses to varying emergencies. Workflows are now digital.</p> <p>Building systems have been stand alone and separated for decades. Security systems have been mostly installed as separate stand-alone offerings as well with a focus on video, access, intrusion, and intercom systems. A Siemens Unified security solution allows for seamless interoperability between access control, intrusion, mass notification, surveillance video, and resource management (guards).</p> <p>Siemens development of a smart building approach allows for all building systems to be accessed, monitored, and managed in a single building system or set of unified systems under a single Pane. When building or department silos are removed video from the surveillance system is readily available for the building maintenance crews to use video verification of an event or system alarm. Security operators can remotely lock down an area of a building, or campus and even darken specific areas, hallways or rooms with lighting controls to hinder an intruder. In the case of a fire, automated smoke and damper control of the HVAC system can be initiated while communications are delivered to responders, occupants, and people within the area of the emergency. Integrated solutions provide for a single pane of glass instance for the front end which allows an operator to access all alarms and response functions from a single seat, and single workstation.</p> <p>Advanced analytics are at the core of Siemens R&D and strategic roadmap. The industry is rapidly moving towards software as a service (SAAS) offerings which support financial goals of many clients. Siemens is leading this space with our Building X platform providing for a single remote interface to manage the following: automation, mechanical, fire, security, energy, sustainability, identity management, event and alarm management, and more. The solution is delivered in a customizable app with easy-to-read dashboard of widgets which provides clients advanced datasets of their building's operational performance. Siemens also supports comprehensive and integrated remote access control video surveillance offerings.</p> <p>Digital services is another area that Siemens is delivering new and advanced offerings to our clients. Advanced Proactive Services (APS) and System Performance Monitoring (SPM) allows for next generation system services to be provided in a digital world. These include remote data analysis of performance, remote system diagnostics, and remote system programming, patching, and upgrading to be performed.</p> <p>Finally, compute capabilities for the purpose of data analysis and advanced analytics is the most recent and important advancements we are bringing to the industry, and our clients. These include chipsets which are capable of supporting edge analytics, significantly reducing the physical architecture of the server buildouts onsite.</p> <p>Siemens is the first and still the only company to offer a No False Alarm Guarantee on its ASA Fire Detection technology and is a recognized leader in Li-ion Battery Energy Storage Off-Gas detection solutions.</p> <p>Siemens is also leader in BACnet Secure Connect (B SC), offering a complete B SC compliant solution. Siemens is an active participant in relevant Standards and Trade Association committees. Siemens maintains a robust Intellectual Property portfolio.</p>
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43	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	<p>Siemens incorporates safeguards to create a comprehensive physical security solution that not only protects the facility from unauthorized access but also ensures sensitive information remains secure and confidential. This applies to protecting data, drawings, specifications, protocols, and other sensitive security information shared from the client, as well as included safeguards built into the systems themselves.</p> <p>Siemens implements regular security awareness training for employees to educate them on recognizing phishing attempts, the importance of safeguarding passwords, and reporting suspicious activity. Siemens encourages employees to lock their computers when not in use or use screen privacy filters and ensure that sensitive documents are locked away in cabinets or safes when not being worked on. Multifactor authentication is utilized for employees' access to laptops or workstations.</p> <p>When providing a physical security solution to protect a customer's sensitive information, several safeguards can be included to ensure both physical security and the confidentiality of the data at the customer's site as well. These safeguards are designed to prevent unauthorized access, monitor sensitive areas, and provide rapid response capabilities in case of an incident. Below are some of the key physical security safeguards that can be included, as this will vary based on specific needs:</p> <ol style="list-style-type: none"> 1. Access control systems can integrate multi-factor authentication for high-security areas such as data centers, server rooms, and executive offices minimizes the risk of unauthorized access. Implementation of biometric systems like fingerprint scanners, iris recognition, or facial recognition ensure that only verified individuals can enter critical areas. 2. Video surveillance system's use of high-definition (HD) or 4K cameras in critical areas ensures clear visibility of all activities. 3. Environmental Monitoring with temperature and humidity sensors in data rooms can prevent environmental conditions from damaging sensitive equipment and data. 4. While not traditionally part of physical security, protecting the data storage devices and network infrastructure physically is an important safeguard. Physical devices, such as hard drives and USB drives, are encrypted to protect data in case they are lost or stolen. Physical protection for network Infrastructure requires that network routers, switches, and servers be secured by securing them in locked cabinets or server racks, limiting access to authorized IT personnel only. 5. Safeguarding physical documents is crucial. Siemens ensures that sensitive documents are stored in secure, locked cabinets to prevent unauthorized access or theft. Use of shredders or incineration services ensures that sensitive physical documents are properly destroyed when no longer needed. Physical destruction of data is planned to ensure secure disposal methods for old or obsolete hard drives and media, including data wiping, degaussing, or physical destruction to prevent data recovery. 6. Redundant systems ensure that physical security remains effective even if one system fails. This includes backup power to ensure that all critical security systems (e.g., access control, video surveillance) are backed up with uninterruptible power supplies (UPS) or generators to maintain operation during power outages. 7. Siemens Incorporates regular security audits and penetration testing by security experts to identify vulnerabilities in the physical security system.
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44	Explain your organization's approach to cyber security as it relates to your proposed solutions.	<p>Siemens takes cybersecurity seriously and believes that care and attention combined with transparency are critical to protecting our customers, Siemens, and the broader community from supply-chain related risks. To further these goals, Siemens has over 1300 cybersecurity professionals globally focused on protecting Siemens assets and information. In addition to these cybersecurity professionals tasked with protecting Siemens, we also have a dedicated division called Product and Security focused on securing the products, solutions, and services that we deliver to our customers.</p> <p>The target of the initiative is to enable and support the divisions deliver best in class security for Siemens products, solutions and services. Siemens wants to make sure that our customers are well protected against cyber threats and are not exposed to any additional risks by using our offerings. Siemens PSS Holistic lifecycle focuses on: Secure Product Development, Secure Installation, Secure Operation and Incident & Vulnerability Management. This group is made up of cybersecurity and secure development professionals who are part of the same global cybersecurity department that protects Siemens internal assets. However, while these teams are part of the cybersecurity reporting structure, they are embedded directly within individual product development and release teams – participating directly in Siemens lean product planning, development, and testing cycles. Siemens internal SDLC and associated secure development testing and gates is based on IEC 62443 and the development of many Siemens products are certified under IEC 62443-4-1 and IEC 62443-4-2. Specific tools used vary, code analysis/testing, vulnerability scanning, threat and risk analysis and regular penetration testing is included in the development lifecycle of all Siemens products developed by the Siemens Building Products business unit. For Siemens hosted products (PaaS, SaaS), real-time vulnerability scanning is required for all relevant assets and a suite of internal tools produces alerts/tickets in a dedicated vulnerability handling system that are routed directly to responsible product teams. Additionally, for Siemens hosted products that rely upon third-party IaaS (e.g. AWS, Azure), a specialized set of tooling and dedicated team referred to as the Siemens Security process uses built-in and third-party tools to scan these IaaS environments for configuration errors or other items that may pose a risk.</p> <p>We also publish Cybersecurity guides / Application guides to support secure deployment of our product offerings. These guidelines describe how our systems, products and solutions need to be configured for secured operation in the intended environment. For example, configuration options include which settings to activate or deactivate, firewall configurations and the setting of access rights. These cybersecurity guidelines are maintained throughout the product's lifecycle.</p>	*
45	Describe your security information management systems and their integration capabilities with technologies such as incident management, access control and monitoring, video surveillance, etc.	<p>Integrations are dependent on chosen solution/product. Data security infrastructure and practices will vary by product, solution, infrastructure, etc. However, in general, most core cybersecurity infrastructure capabilities are centralized to the greatest degree allowed by applicable site policy, jurisdiction and law.</p> <p>This core security infrastructure and internal services may include:</p> <ul style="list-style-type: none"> i. Endpoint Protection (HIDS/HIPS, anti-malware, encryption management, automated vulnerability scanning, ransomware detection/resistance, etc.) ii. Application Security (Hardening guidelines, patch management, log management, etc.) iii. Network-wide (NIDS/NIPS, centrally managed & monitored, etc.) iv. Host/Server Protection (HIDS/HIPS, centrally managed & monitored backups, anti-malware, encryption management, automated vulnerability scanning, ransomware detection/resistance, log management, etc.) 	*
46	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 is a world leader in sustainability management. A large percentage of our Building Automation Engineers are LEED accredited. Through our sustainability leaders, we offer programs to enable Cities and campuses the education and consultation that will guide the implementation of a cleaner, greener organization. Siemens has a US Sustainability Division that focuses on advancing the company's own decarbonization strategies to continue its path toward becoming 100% carbon neutral by 2030.</p> <p>Apart from the USGC LEED Accredited Professional program, we are also a member of the Association of Energy Engineers and nearly all of our Energy Engineers are Certified Energy Managers (CEMs) through AEE.</p> <p>The Sustainability Division manages the implementation of U.S. programs that support our carbon neutral goals, including the ongoing transition to a zero-emission fleet, installing the requisite electric vehicle infrastructure at targeted locations, identifying distributed energy and energy efficiency projects across key Siemens U.S. sites, and working with internal and external stakeholders and partners to help customers meet their own sustainability targets. Siemens was the first industrial company to pledge to become 100 percent carbon neutral by 2030 and announced this past December it has successfully passed the halfway mark.</p>	*
47	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 next generation Fire Products are being developed to comply with Siemens EcoTech certification which is an environmental self-declaration based on sustainability evaluations. The EcoTech certification evaluates products based on sustainable materials (low carbon material, secondary material, minimum material use, sustainable packaging, substances of concern), optimal use (energy efficiency, durability/longevity, maintenance possible/updatability) and value recovery & circularity (repairability, upgradability, ease of disassembling/circularity instructions, recyclability, take-back scheme).</p>	*

48	Describe any sustainable attributes your products offer such as energy efficiency, use of sustainable materials, LED lighting, smart controls, etc.	<p>At Siemens, we deliver smarter schools and buildings that provide safe, secure, and comfortable learning and work environments that are also efficient and sustainable. A smart building, school, or campus from Siemens leverages data to create adaptable, people-centric environments that organizations rely upon. Our Smart Infrastructure division was created to deliver the highest value products and integrated solutions and services across mechanical services, building automation, fire and life safety, security, energy, and grid edge. Our uniquely comprehensive solutions portfolio leverages investments in digitalization, integration, advanced analytics and IoT to meet our customers expanding challenges and expectations.</p> <p>Most notably and as an increasingly effective method to combat climate change, Siemens Building X is a digital building platform that empowers building owners and operators to make data-driven decisions that lead to improved sustainability, increased operational performance and higher building value.</p> <p>Finally, specifically with respect to mechanical services, we provide Smart Mechanical Services by combining traditional mechanical services with remote digital services and energy conservation to help our clients reduce the cost of owning and operating as well as improving the performance of their facility. Sourcewell participating entities can rely on us to help them move from reactive to more proactive services. In several instances we have implemented predictive maintenance to increase reliability of customers' existing HVAC infrastructure. Finally, our team has dedicated resources to assist our customers to go beyond monitoring indoor air quality by mitigating the issues that are uncovered through continuous monitoring. These solutions are customized for each organization and specific facility.</p> <p>In relation to our security solutions and services, Siemens has partnered with like-minded vendors who have also developed sustainable products and initiatives. Cameras are being developed with up to 60% less energy usage to lower the overall usage costs by as much as 25% on a surveillance system. Also, products are being delivered with less packaging and hardware is being produced with less plastic materials. Siemens has developed and installed several solar powered solutions to support remote and off-grid surveillance and perimeter security solutions.</p>	*
49	Describe how your products contribute to users' health and safety due to touchless, remote, or mobile access capabilities.	<p>At Siemens, we deliver smarter schools and buildings that provide safe, secure, and comfortable learning and work environments that are also efficient and sustainable. A smart building, school, or campus from Siemens leverages data to create adaptable, people-centric environments that organizations rely upon. Our Smart Infrastructure division was created to deliver the highest value products and integrated solutions and services across mechanical services, building automation, fire and life safety, security, energy, and grid edge. Our uniquely comprehensive solutions portfolio leverages investments in digitalization, integration, advanced analytics and IoT to meet our customers expanding challenges and expectations. Most notably and as an increasingly effective method to combat climate change, Siemens Building X is a digital building platform that empowers building owners and operators to make data-driven decisions that lead to improved sustainability, increased operational performance and higher building value.</p> <p>Finally, specifically with respect to mechanical services, we provide Smart Mechanical Services by combining traditional mechanical services with remote digital services and energy conservation to help our clients reduce the cost of owning and operating as well as improving the performance of their facility. Sourcewell participating entities can rely on us to help them move from reactive to more proactive services. In several instances we have implemented predictive maintenance to increase reliability of customers' existing HVAC infrastructure. Finally, our team has dedicated resources to assist our customers to go beyond monitoring indoor air quality by mitigating the issues that are uncovered through continuous monitoring. These solutions are customized for each organization and specific facility.</p> <p>In relation to our security solutions and services, Siemens has partnered with like-minded vendors who have also developed sustainable products and initiatives. Cameras are being developed with up to 60% less energy usage to lower the overall usage costs by as much as 25% on a surveillance system. Also, products are being delivered with less packaging and hardware is being produced with less plastic materials. Siemens has developed and installed several solar powered solutions to support remote and off-grid surveillance and perimeter security solutions.</p>	*
50	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 offers a wide array of security products and services that are uniquely suited to the needs of Sourcewell participating entities, particularly in the public sector, government agencies, municipalities, schools, and other public institutions. Siemens' security solutions stand out due to their integration, scalability, innovation, and alignment with the need for reliable, cost-effective, and future-proof systems. Below are the unique attributes of Siemens' security offerings:</p> <p>Siemens provides a holistic suite of security products and services that cover all aspects of facility and asset protection, including:</p> <ul style="list-style-type: none"> • Video Surveillance: Advanced IP-based video management systems (VMS), integrated with advanced analytics, offer intelligent video monitoring, facial recognition, people counting, and automated event detection and response. This enables public entities to enhance safety, reduce response times, and optimize surveillance operations. • Access Control: Siemens' access control systems offer scalable solutions, from simple door 	

	<p>access to complex enterprise-wide systems, with integration capabilities for biometrics, smart cards, and mobile credentials. These solutions help manage access to facilities, ensure secure entry points, and enhance overall security compliance.</p> <ul style="list-style-type: none"> • Intrusion Detection: Siemens provides advanced intrusion detection and alarm systems designed to quickly alert security teams of unauthorized access or threats, reducing response times and enhancing real-time safety monitoring. • Integrated Security Management: Siemens offers security management software that integrates all security systems (video surveillance, access control, intrusion detection) into a unified platform for real-time monitoring, reporting, and incident management. This centralizes security operations, making it easier to manage and analyze data across multiple sites. <p>Siemens security systems are highly scalable and customizable to meet the specific needs of Sourcewell participants, whether for small facilities or large multi-site deployments. Solutions can be tailored for specific public sector requirements, ensuring flexibility in design and future growth. Siemens' security products can scale seamlessly to accommodate expanding security needs, making them ideal for growing municipalities or organizations that need systems that evolve with their security requirements.</p> <p>Siemens leverages advanced analytics in its security offerings to provide intelligent security solutions and services. This provides for actionable insights and more efficient security operations. Features like advanced video analytics, anomaly detection, and behavioral recognition allow for more proactive security management and can reduce false alarms, focusing on actual threats.</p> <p>Siemens integrates cybersecurity into its security systems to ensure that all data and communications are protected from cyber threats. Siemens' commitment to security by design ensures that all systems are built with robust security features, such as encryption, secure communication protocols, and regular firmware updates to protect against vulnerabilities. Compliance with industry standards and regulations is a major focus of Siemens' security products, helping Sourcewell participating entities meet local, state, and federal security requirements for critical infrastructure, including data protection and privacy laws (e.g., GDPR, NIST, and other standards).</p> <p>Siemens security solutions are designed to seamlessly integrate with other smart infrastructure systems, such as building management systems (BMS), fire safety systems, and energy management systems. This integration enables Sourcewell participants to have a single, unified platform for managing security and operational functions, streamlining workflows and enhancing overall efficiency. Siemens' smart building solutions provide an integrated approach, where security and operational systems, like HVAC, lighting, and fire detection, can be automated and controlled from a single interface, offering enhanced operational efficiency and reduced costs.</p> <p>Siemens has extensive experience working with government agencies, municipalities, and critical infrastructure, which gives it a deep understanding of the security needs of public entities. Siemens' solutions are proven to meet the rigorous demands of large, complex environments, ensuring reliability and performance in mission-critical situations. Siemens' global presence and experience in providing security solutions to critical sectors such as transportation (airports, rail systems), utilities, and government buildings enable Sourcewell participants to leverage best practices and proven methodologies for their security needs.</p> <p>Siemens' security products are built with future scalability in mind. This means that Sourcewell participants do not need to replace entire systems as their security needs evolve—they can simply add modules or upgrade software to integrate the latest technologies.</p> <p>As a Sourcewell supplier, Siemens has offered streamlined procurement processes, allowing participating entities to leverage pre-negotiated contracts and avoid lengthy competitive bidding procedures. This means faster, more efficient implementation of security solutions, reducing administrative overhead. Siemens' participation in Sourcewell ensures that all products and services are competitively priced and comply with Sourcewell's rigorous contracting standards, delivering best-in-class solutions at the best possible value.</p> <p>Siemens provides comprehensive support and training services to ensure that Sourcewell participants can maximize the value of their security investments. This includes:</p> <ul style="list-style-type: none"> • 24/7 customer support for system troubleshooting and maintenance. • Training programs to ensure that security staff and administrators are fully equipped to operate and manage Siemens' systems effectively. • System maintenance and updates, ensuring that security technologies stay current and functional, minimizing downtime and maintaining high levels of cybersecurity. <p>With a focus on Sustainability and Environmental Responsibility, Siemens' security products are designed with energy efficiency in mind, helping public entities reduce their environmental footprint. Many of Siemens' security solutions are optimized for low power consumption and are part of broader sustainability initiatives, contributing to the green goals of Sourcewell participants.</p>	
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Payment terms are net 30 days. Siemens will accept purchase order (PO) and credit card (P-card) payment methods.	*

61	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Siemens offers customers all-encompassing financing solutions that reach across Siemens' entire industrial portfolio.</p> <p>Combining engineering excellence with financial solutions, Siemens is working towards enabling the digital transformation for organizations across industries. Focusing on critical infrastructure, sustainable energy production, the next generation of healthcare, and digitalizing our manufacturing floor, Siemens' financial solutions are customized to ensure your next business investment drives value for your organization. Siemens' aim is to improve processes and performance, making the workplace more efficient, or simply offering our customers the best experience possible. Siemens and its partners have the ability to finance the equipment and technology needed to meet customer goals by helping with optimizing cash flow and increasing financial flexibility while meeting stakeholder requirements.</p> <p>Siemens offers a wide range of finance products such as equipment leasing and rental, loans, and credit facilities. Siemens is committed to providing tailored solutions including energy-efficiency programs and other usage-based financing plans, as well as bundled service and partnership contracts. Financed assets are supported across their entire life span up to end-of-term services.</p>
62	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 all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Siemens does not intend to use dealers acting on behalf of Siemens under this Contract. Sourcwell orders will follow the same process as all other contract orders. 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. Step 2 - The sales representative will begin the 'order booking' process in SieSales. The opportunity information is flagged with the Sourcwell 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. Step 3 - All orders, including Sourcwell 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 Turbo application. Step 4 - When the order has been fully booked via the Turbo 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. Step 5 - At the end of each quarter, a Sourcwell sales report will be generated. The Sourcwell 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 Sourcwell fee.</p> <p>Siemens has a standard process for submitting proposals, booking orders, and invoicing for payment. Included in this response are several examples of these standard documents that have been to the Standard Transaction Document Samples section:</p> <ul style="list-style-type: none"> • Standard Transaction_Invoice • Standard Transaction_Purchase Order • Sourcwell Proposals_Solution and Service Agreement Projects • Siemens Terms and Conditions for Service Agreements – Mechanical • Siemens Terms and Conditions for Projects • Siemens Terms and Conditions for Services • Siemens Terms and Conditions for Projects may be found here: https://assets.new.siemens.com/siemens/assets/api/uuid:f19dabfe-52bd-47ca-993e-aed699d8f6f6/siemens-projects-business-standard-terms-and-conditions-unrestricted.pdf • Siemens Terms and Conditions for Services may be found here: https://assets.new.siemens.com/siemens/assets/api/uuid:42e38d59-eb7-41f3-a0ab-86c87ec92ec2/siemens-service-standard-terms-and-conditions.pdf

63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Siemens accepts credit card (P-card) payments for an additional fee to customers.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is presented as line item and per labor category pricing. Open market items for products will be discounted from Siemens Industry MSRP/list price based on the discounts given to Siemens' Most Favored Customers. Additional discounts may be available at the time of proposal. For equipment, parts, materials, third-party subcontractor services, or other items where Siemens has no established MSRP/list price, costs will be marked up based on a percentage of cost per item listed on the price table in the proposal. Labor rates proposed are given to Siemens' Most Favored Customers.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Siemens offers Sourcewell discounts off the MSRP/List Price per the following: <ul style="list-style-type: none"> Products BAU Smart Air Quality: 19.37% - 23.00% Building Automation: 33.33% to 79.32% Fire: 1.02% to 79.48% Security: 2.08% to 99.92% Labor – average discount is 40.04% For equipment, parts, materials, third-party subcontractor services, or other items where Siemens has no established MSRP/list price, Siemens' markup on its cost is as follows: Siemens' Cost per Item x Multiplier \$0.01 thru \$150.00 x 2.00 \$150.01 thru \$500.00 x 1.75 \$500.01 thru \$5,000.00 x 1.65 \$5,001.00 and up x 1.55	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered and may be offered in proposals to participating entities.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open-market or open-sourced products will be offered at a discount off Siemens Industry MSRP/list prices or with a markup on costs per the pricing included in this proposal and as updated through approved pricing changes.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The prices proposed herein are item costs and do not include any applicable tax such as State Tax or, in some cases, Use Tax. If applied, taxes will be listed as separate line items on the proposal and the resulting invoice. Siemens reserves the right to charge for items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection for Siemens or third-party products and solutions. These may be extra charges imposed by Siemens or its vendors and subcontractors for a Sourcewell opportunity after the scope is fully identified.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The Sourcewell prices for all products and services listed on the contract include standard shipping, delivery, and freight charges within the continental U.S. (CONUS). If products are to be shipped outside of the continental U.S. (OCONUS), we reserve the right to charge additional shipping costs. Expedited shipping charges and other products that prevent it from being counted as a standard shipping cost are not included. Products not listed on the contract are subject to shipping, delivery, and freight charges both CONUS and OCONUS.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs to OCONUS customer or offshore delivery sites are charged at the carriers standard shipping rates to include expedited or other special delivery requests.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Siemens can accommodate expedited delivery or other unique delivery requirements if known at the time of proposal.	*

72	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.	Siemens uses a 'check and balance' approach to the sales proposal process as well as the reporting process. Siemens Government Technologies, Inc. (SGT) is an entity that is legally separate from the Siemens Industry, Inc. (SII) entity. SGT operates under a Special Security Agreement (SSA) that allows SGT to hold security clearances. In addition to this function, SGT provides expertise in government contracts and operations. The SGT State Contracts team administers and manages all state contracts held by SII. This means all price proposals are reviewed by the SGT Contracts team for compliance prior to submission to the customer. The price and scope of work is reviewed for compliance with the contract terms and pricing. The SII sales teams rely on the SGT team to provide guidance when using the Sourcewell contract. After a Sourcewell order is received from a customer, the SGT Contracts team then reviews the order in our TrackIT sales application prior to releasing the order for booking. For the reporting process, SGT runs reports quarterly from the Siemens SAP system to identify Sourcewell orders. The SGT Contracts team then takes the quarterly report and compares it to orders reviewed throughout the quarter to validate that all orders are accurately reported. The SGT Contracts team then calculates the Sourcewell fee to be paid and submits the fee amount to the SII finance team for payment to Sourcewell. In all processes, there are at least two people involved to ensure the integrity of the data.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Siemens takes a value-based approach to service called Proven Outcomes. We help customer reach their goals and objectives with the support of knowledgeable service professionals, the latest technology and smart processes that increase productivity and efficiency. Siemens will track success through tracking and reporting of business KPIs. Examples of business KPIs include growth, compliance, customer satisfaction, operational efficiency, and safety. We will also track by other key indicators such as total business volume, revenue, sales by branch, marketing plan and training, touch points and traction, Sourcewell-related inquiries, year over year growth totals, year over year growth by vertical market and more.	*
74	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 that we apply an administrative 2% fee as a percentage of sales. The fee will not be shown on the proposal as a separate line item.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	b. In the US, Siemens is offering product and services pricing based on the prices offered to our Most Favored Customers (MFC). Our MFC pricing is reserved for certain strategic customers and represents discounts as high as over 80% across Automation, Fire and Security products and 40% on labor.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
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76	<p>Provide a detailed description of all the Solutions offered, including used, offered in the proposal.</p>	<p>SiPass is an advanced access control system from Siemens designed for both small and large-scale installations. It is highly scalable and can be integrated with other security systems to provide a seamless solution for managing physical access. Key Features include a scalable architecture, modular design, advanced feature sets, and unification to Siveillance Video and alarm system. SiPass is ideal for offices, government buildings, educational institutions, and healthcare facilities, where managing employee, visitor, and contractor access is essential.</p> <p>Siveillance Video is Siemens' video surveillance management platform that offers a comprehensive solution for managing video surveillance operations. Key Features include real-time monitoring, advanced analytics, and scalability from small scale to large-scale installations. Siveillance Video is ideal for facilities that require robust video management capabilities, such as schools, corporate campuses, industrial plants, government facilities, and public spaces.</p> <p>Building X with Security Manager is a digital building platform by Siemens that integrates various building management systems (BMS) and security systems for improved efficiency and security. The platform integrates access control and video surveillance with fire safety, environmental systems, BMS, and other building systems into a single management platform. Key Features include analytics to provide data driven insights for security events, remote control, and smart automation. The platform is ideal for large buildings or campuses that require centralized control of security and environmental systems, such as corporate headquarters or multi-tenant buildings.</p> <p>Control Pro is Siemens' software for managing and configuring various security systems in Security Operations Center (SOC) environment. Key Features allow for the centralized configuration and management of multiple systems like access control and video surveillance from multiple vendors, communication systems such as telephony and radios, event and alarm management. The platform includes a built-in computer aided dispatch (CAD) system for resource management. Control Pro is best for organizations that require the efficient management and configuration of a variety of integrated security systems.</p> <p>Genea is an advanced access control and security management platform. Siemens offers it as part of a security solution in situations where cloud integration and mobile access control are important. This offering is ideal for businesses that prefer cloud-based solutions for access control and need to manage multiple locations or remote access.</p> <p>Arcules is an advanced video surveillance and security management platform designed for businesses that require a scalable and flexible security solution. The solution is suitable for businesses that want a flexible, scalable video surveillance solution with the added benefit of cloud storage and remote access.</p> <p>Genetec is a global provider of unified security solutions and is often specified when a client requires a more extensive or highly customizable security system. Genetec is often used by large enterprises, government buildings, transportation hubs, and educational institutions due to its flexibility and scalability in handling complex security needs.</p> <p>Software House's CCure is an advanced access control and security management platform used by organizations with complex access and security needs. CCure allows for customized access control policies, including time-based access, emergency lockdowns, and multi-level access common in high-security environments like government facilities, healthcare, universities, and large enterprises where complex, layered security is essential.</p>
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77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<div>Categories/Subcategories:</div> <ul style="list-style-type: none">• Building Automation Smart Air Quality Products• Building automation<ul style="list-style-type: none">• Control Systems• Fire and Life safety<ul style="list-style-type: none">• Fire Products and Services• Fire Safety Services and Solutions• Fire Safety Modernization• Security<ul style="list-style-type: none">• Access Control• Video Surveillance• Building intrusion Detection / Building Alarm systems• Visitor Management• Intercom systems• Weapons detection & Gunshot detection• ground based radar systems• drones and drone detection• Turnstiles• Consoles and furniture• Mass Notification• Smart Lockers• Advanced Analytics• Energy resilience and smart grids<ul style="list-style-type: none">• Energy Efficiency• Total Energy Management• Energy Automation and Smart Grid• Command and control systems• Power management<ul style="list-style-type: none">• Low Voltage Power Distribution• Medium Voltage Power Distribution• Electrical services	*
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
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78	Alarm and signal systems	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<p>Siemens fire alarm systems provide unbeatable accuracy and ease-of-use for building personnel, installers, and firefighters. All the features that make them simple to handle are designed to reduce costs over the life of the system. From flexible architecture to time-and-money-saving installation features, Siemens intelligent fire detection and fire alarm systems support a broad range of buildings, applications and markets.</p> <p>Siemens offers a full portfolio of fire protection products. From cost efficient and comprehensive systems to intelligent detection technology, you can rely on a flexible solution for any application within small to large facilities. Our fire detection, notification and suppression products are the answer to protecting your people and property.</p> <p>More information at: https://new.siemens.com/us/en/products/buildingtechnologies/fire.html</p> <p>Burglar alarm, security alarm systems, or Intrusion detection systems (IDS) are designed to detect unauthorized access or potential security breaches within a facility. The primary purpose of these systems is to safeguard physical spaces, assets, and sensitive information by identifying suspicious activity in real-time, and notifying personnel of the breach.</p> <p>Along with providing the systems, Siemens also offers monitoring of these systems to provide continuous surveillance, alerting security personnel to potential threats. Alerts can be sent via various communication channels (e.g., alarms, mobile apps, or emails) to enable immediate response. This combination of real-time detection and monitoring ensures rapid identification of security incidents, allowing for timely intervention to prevent or mitigate damage.</p>
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79	Building security automation and integration, motion-controlled lighting, occupancy detection	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For added flexibility, Siemens access control solutions are easily integrated with other building systems, including CCTV, fire safety, lighting, intrusion detection or management stations. As an example, if an alarm is generated at an access control point, your CCTV system can be set to automatically record, and video footage can be managed remotely from a central control room.</p> <p>In addition, occupancy detection and security lighting controls can be managed through Siemens Video Management Platforms. The management station can analyze data from occupancy sensors, or analytics designed to count people while advances have also been developed in the area of detection of people, vehicles, or other objects to detect and report on. Perimeter Intrusion Detection Systems (PIDS) utilize security lighting at fence-lines to detect intruders, provide adequate lighting for video surveillance, and to deter crime.</p> <p>More information at: https://new.siemens.com/us/en/products/buildingtechnologies/automation.htm </p>	*
80	Fire detection, sprinkler and suppression systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Siemens offers a full portfolio of fire protection products. From cost efficient and comprehensive systems to intelligent detection technology, you can rely on a flexible solution for any application within small to large facilities. Our fire detection, notification and suppression products are the answer to protecting your people and property.</p> <p>More information at: https://new.siemens.com/us/en/products/buildingtechnologies/fire.html </p>	*
81	Intrusion and breach prevention and detection	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Siemens access control solutions are easily integrated with other building systems, including CCTV, fire safety, intrusion detection or management stations. As an example, if an alarm is generated at an access control point, your CCTV system can be set to automatically record, and video footage can be managed remotely from a central control room.</p> <p>The technologies in our portfolio can cover your entire operation with a single system, including perimeter detection and internal alarms. We employ digital signal processing (DSP) for superior performance. Integration to your security management solution is critical to ensuring you achieve situational awareness. Siemens designs innovative security solutions that tie together your intrusion detection and access control systems, giving you better management and control over your security operations.</p>	*
82	Glass and window security, armor, and ballistic applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Siemens has multiple partners and 3rd party suppliers that provide these solutions as needed for Siemens' projects.</p>	*

83	Closed circuit television (CCTV), surveillance, and recording	<div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div>	<p>Siemens Siveillance Video is a comprehensive video management solution designed to enhance security and operational efficiency. It integrates various technologies, allowing users to monitor, record, and analyze video feeds from multiple cameras in real time. The system provides advanced features such as intelligent video analytics, incident detection, and automated alerts, helping security teams respond quickly to potential threats. Siveillance Video is scalable, making it suitable for small, medium, and large-scale installations, and it supports seamless integration with other security systems like access control. With its user-friendly interface, Siveillance Video enables efficient management and access to critical video data, improving both security and business operations.</p> <p>Siveillance™ Control Pro is a command and control solution, specifically designed to support security management at critical infrastructure sites such as ports, airports, oil and gas power generation and distribution, chemical and pharma industries, heavy industries and campus environments. Using innovative software, Siveillance Control Pro not only ties together all the sub-systems currently used to protect and manage your site, but it also allows you to customize and integrate security policies and procedures. The solution uses a graphical user interface to display information including incident location and the actual position of the resources via Graphical Information System (GIS), in 2D or 3D. Building and floor plans are available to provide further clarity.</p>
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84	Facility and parking access control	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<p>Siemens Facility Access Control is a robust security solution designed to manage and regulate access to buildings and restricted areas within a facility. It ensures that only authorized individuals can enter specific zones, using methods such as key cards, mobile and wallet credentials, biometrics, or PIN codes for authentication. The system is scalable, flexible, and can be integrated with other security systems like video surveillance and intrusion detection. It also provides real-time monitoring, access logs, and customizable permissions to enhance security management.</p> <p>Siemens parking access control is a component of the access control solution that manages the entry and exit of vehicles in parking facilities. It uses technologies like license plate recognition (LPR), RFID tags, or ticketing systems to control access, ensuring that only authorized vehicles can park in designated areas. The system can also handle payment processing, parking occupancy management, and integration with facility access control, providing seamless operation and improved security for parking lots or garages. latest technology advances are utilizing QR codes and smart phones to manage access for both authorized personnel, as well as managing visitors into both the parking areas and facility.</p>
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85	Robotic and Artificial Intelligence (AI) surveillance	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Siemens security solutions for Robotic and Surveillance integrate advanced robotics to enhance security and monitoring capabilities. These solutions leverage advanced video analytics and robotic systems to provide automated, intelligent surveillance. Advanced algorithms can detect and analyze suspicious behavior, identify anomalies, and recognize specific objects or individuals, improving incident detection accuracy and reducing response times.</p> <p>Incorporating robotic security patrols, these systems can autonomously navigate facilities, monitoring areas that may be difficult or time-consuming for human security personnel to cover. They can interact with the environment, providing real-time data and alerts, and even perform tasks like monitoring for environmental hazards or potential breaches. Drones are both utilized as a tool in supporting perimeter and tracking surveillance as well as viewed as a potential threat in breaching a perimeter with malicious intent. Siemens solutions are capable of providing detection and identification of drones for both identified friendly uses, as well as threat detection.</p> <p>Together, Siemens' advanced and robotic surveillance solutions offer enhanced security coverage, reduced response times, and operational efficiency, while minimizing human intervention. These technologies are ideal for large-scale, high-risk environments, and critical infrastructure sites.</p>
86	Biometric scanning and screening	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Siemens Security Solutions for Biometric Scanning and Screening offer advanced methods for verifying identities and ensuring secure access to facilities or sensitive areas. These solutions utilize biometric technologies such as fingerprint scanning, facial recognition, iris scanning, and vein pattern recognition to provide highly accurate and contactless identification. Biometric systems are ideal for high-security environments where traditional access methods, like keycards or PINs, may not offer sufficient protection.</p> <p>The systems integrate seamlessly with access control solutions, allowing for secure, real-time authentication of individuals. Additionally, Siemens' biometric screening solutions can be used for both personnel access and visitor management, ensuring that only authorized individuals gain entry. These systems enhance security by reducing the risk of identity fraud, eliminating the need for physical access credentials, and providing a high level of convenience and accuracy.</p>

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 Sourcewell Facility Security_Equip_Software RFP 121024 Pricing.xlsx - Friday December 06, 2024 13:46:43
 - [Financial Strength and Stability](#) - Siemens 2023 Annual Report.pdf - Tuesday November 05, 2024 11:38:04
 - [Marketing Plan/Samples](#) - Marketing.zip - Friday November 22, 2024 13:08:36
 - [WMBE/MBE/SBE or Related Certificates](#) - Siemens Supplier Diversity.pdf - Tuesday November 05, 2024 11:50:04
 - [Standard Transaction Document Samples](#) - 6.A Pricing - Standard Transaction Documents.zip - Friday December 06, 2024 14:05:03
 - [Requested Exceptions](#) - 8. Exceptions to Terms and Conditions.zip - Tuesday December 10, 2024 09:58:35
 - [Upload Additional Document](#) - Table 5A Value Add Attributes.zip - Tuesday December 10, 2024 09:03:29

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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Beverly Lester, Sr. Manager Support Services - Contracts, 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_12_Facility_Security_RFP_121024 Tue December 3 2024 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_11_Facility_Security_RFP_121024 Tue November 26 2024 12:32 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Facility_Security_RFP_121024 Mon November 25 2024 11:16 AM	<input checked="" type="checkbox"/>	2
Addendum_9_Facility_Security_RFP_121024 Thu November 21 2024 10:09 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Facility_Security_RFP_121024 Wed November 20 2024 12:42 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Facility_Security_RFP_121024 Mon November 18 2024 07:14 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Facility_Security_RFP_121024 Thu November 14 2024 11:04 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Facility_Security_RFP_121024 Fri November 8 2024 12:29 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Facility_Security_RFP_121024 Thu November 7 2024 03:06 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Facility_Security_RFP_121024 Fri November 1 2024 04:14 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_Security_RFP_121024 Fri November 1 2024 10:38 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Facility_Security_RFP_121024 Fri October 25 2024 01:54 PM	<input checked="" type="checkbox"/>	1