

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, IL 60089-4547 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** 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 Article 2.B 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 Article 2.B 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 2.B. 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.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

D. 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 2.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 2.D, and all renewals, extensions and restorations.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within twenty-one days of Sourcewell or the Participating Entity (as applicable) receipt of the Equipment and/or Products. Participating Entities reserve the right to inspect the Equipment and Products within one week's time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed

from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, in accordance with all applicable laws, and in accordance with Participating Entity policies and procedures that are provided to Supplier reasonably in advance of arriving at the site, unless it determines that it cannot abide the same in which case, it may decline the work without liability.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase and Supplier, by their mutual consent.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Reasonably timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Administrative Fee is a 2% fee to be paid by Supplier to Sourcwell, which is 2% of the actual sales price of the total project(s) consummated under this Agreement between Supplier and Sourcwell and Supplier and the Participating Entities.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal, which is 2% of the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, where there is no good faith dispute of the amount of or requirement to pay such fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.



Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract 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 will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** 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 Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, save, and hold Sourcewell and its Participating Entities (as applicable), 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. 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.

Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

To the extent required by applicable law, Supplier and Sourcewell must comply with 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 created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

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.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
  - c. Such use of the Trademarks (and any sublicense granted under this Article 13) is subject to the prior approval of the grantor of such use rights and is revocable at will by the grantor.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional 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 Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall receive reasonable notice of any applicable claim and reasonable assistance by the indemnified party in defending such claims. Supplier shall have the exclusive authority to defend and resolve the claim without adverse interference. In the case of claims for infringement, Supplier shall have the opportunity to remedy the alleged infringement. Supplier shall not be liable for infringement to the extent it is not responsible for the same. The remedy for infringement claims set forth in this Section are the exclusive remedies for the same.

5. *Termination.* Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract, without regard to its conflicts of law principles. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.



C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

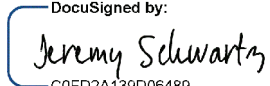
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

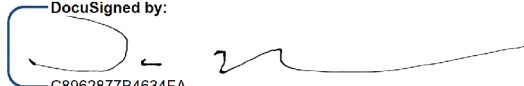
**22. CANCELLATION**

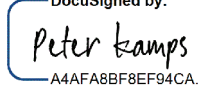
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Siemens Industry, Inc.

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
9/22/2021 | 8:00 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
C8962877B4634FA...  
By: \_\_\_\_\_  
Dana Soukup  
Title: RSS RAM President  
9/22/2021 | 12:00 PM PDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
A4AF8BF8EF94CA...  
By: \_\_\_\_\_  
Peter Kamps  
Title: RSS RAM Head of Finance  
9/22/2021 | 4:16 PM CDT  
Date: \_\_\_\_\_

Approved:  
DocuSigned by:  
  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
9/22/2021 | 4:18 PM CDT  
Date: \_\_\_\_\_

DS  


# RFP 070121 - HVAC Systems and Related Services

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## 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: Thursday May 13, 2021 09:53:45  
Submitted On: Thursday July 01, 2021 13:36:35  
Submitted By: Toni Stoddard  
Email: toni.stoddard@siemensgovt.com  
Transaction #: ad45290d-9aa8-452c-b27a-30bc78f7d958  
Submitter's IP Address: 38.104.238.180

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Siemens Industry, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None.
4	Proposer Physical Address:	1000 Deerfield Parkway Buffalo Grove, IL 60089-4547
5	Proposer website address (or addresses):	www.siemens.com/us
6	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 and, in the event of award, will be expected to execute the resulting contract):	Beverly Lester, Sr. Manager Support Services – Contracts 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com Phone: 571-379-1092
7	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
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beverly Lester, Sr. Manager Support Services – Contracts 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com Phone: 571-379-1092

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	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 (automation, fire and security, control products and Systems). Siemens Smart infrastructure supports the way we all want to live – happily, comfortably, sustainably, and in harmony. It supports the way industry and organizations want to be – efficient, responsible, and smarter. This link has more detail: <a href="https://new.siemens.com/us/en/company/about/businesses/smart-infrastructure.html">https://new.siemens.com/us/en/company/about/businesses/smart-infrastructure.html</a> .
10	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 a pre-awarded contract, specifically Sourcewell, with 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.
11	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.	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 <a href="http://www.siemens.com">www.siemens.com</a> through the "Investor Relations" link.  We have included the most recent audited Siemens Financial Statements "Company Info_Siemens Annual Financial Statement FY20".
12	What is your US market share for the solutions that you are proposing?	The Siemens US 2020 market share for the solutions proposed:  Automation Services and Solutions – 25.4% Fire Services and Solutions – 10.8% Security Services and Solutions – 1.4% Energy Solutions – 6.1% Electrical Services - .3% Building Control Products – 6.4%
13	What is your Canadian market share for the solutions that you are proposing?	Siemens has multiple branch locations/cities that all service government and education segments. It would be difficult to pull the Canadian market share data.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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? 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?	b) Siemens is a manufacturer of building automation, fire and a limited number of security products. Siemens provides the service associated with these products to include design, installation, service, repair and maintenance across a broad spectrum of technical disciplines. Siemens employs a team of thousands of professional personnel spread across all sales offices to provide the required service and support. 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.

16	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>Management, engineering, and designer certifications include:</p> <ul style="list-style-type: none"> <li>• PSP (Physical Security Professional)</li> <li>• CPP (Certified Protection Professional)</li> <li>• Axis Certified Professional</li> </ul> <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"> <li>• CAT (Certified Alarm Technician)</li> </ul> <p>Electronics Technicians Association (ETA)</p> <ul style="list-style-type: none"> <li>• CAST (Certified Alarm Security Technician)</li> <li>• ESNT (Electronic Security Networking Technician)</li> </ul> <p>NICET</p> <ul style="list-style-type: none"> <li>• VSST (Video Security Systems Technician)</li> </ul> <p>Manufacturer specific Certifications (sampling)</p> <ul style="list-style-type: none"> <li>• Siveillance</li> <li>• SiPass</li> <li>• Genetec</li> <li>• Lenel</li> <li>• American Dynamics</li> <li>• Exacq</li> <li>• Software House</li> <li>• Milestone</li> <li>• Bosch</li> </ul> <p>Mechanical / Energy: Siemens' personnel are certified in accordance with industry standards, and state requirements which are required for sales, service, design, and commissioning of energy systems. Management, engineering and designer certifications include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• CEM – Certified Energy Manager</li> <li>• PE – Professional Engineer</li> <li>• PMP – Project Management Professional</li> <li>• PM @ Siemens Certification</li> <li>• LEED AP / LEED GA</li> <li>• GGP – Green Globes Professional</li> <li>• GBE – Green Building Engineer</li> <li>• CDT – Construction Documents Technology</li> <li>• REP – Renewable Energy Professional</li> <li>• EIT – Certification of Engineer in Training</li> <li>• NABCEP – North American Board of Certified Energy</li> </ul>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable. Siemens has never been debarred or suspended.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Public recognition and awards: Siemens was named as Fortune Magazines World's Most Admired Companies; Siemens received the 2019 HIRE Vets Medallion Award; US Veterans Magazine Names Siemens Best of the Best; Siemens was recognized as One of the Forbes Best Employers for Diversity; Siemens earns a Perfect Score on the Corporate Equality Index - Best Places to Work for LGBTQ Equality; Siemens was named a Top Supporter of HBCUs.
19	What percentage of your sales are to the governmental sector in the past three years	10% of the total Smart Infrastructure sales are government to include federal, state and local.
20	What percentage of your sales are to the education sector in the past three years	20% of the total Smart Infrastructure sales are in the education sector (K-12: 7%; higher education: 13%).
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Texas Multiple Award Schedule (TXMAS): 2018: \$2,221,376 2019: \$1,229,709 2020: \$539,371</p> <p>Ohio State Term Schedule (OSTS): 2018: \$1,324,852 2019: \$1,666,284 2020: \$2,742,485</p> <p>New York Office of General Services (NYOGS): 2018: \$6,500,000 2019: \$6,500,000 2020: \$8,000,000</p> <p>Sourcwell: 2018: \$10,382,006 2019: \$7,127,663 2020: \$2,024,070</p>
22	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?	<p>GSA Schedule 84 # GS-07F-217CA: 2018: \$35,125,064 2019: \$34,031,558 2020: \$32,634,916</p> <p>GSA Schedule 03FAC # GS-06F-0033P: 2018: \$3,150,288 2019: \$5,263,263 2020: \$6,233,334</p> <p>GSA Schedule 56 # GS-07F-0580N: 2018: \$14,853 2019: \$1,637,742 2020: \$68,875</p>

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
West Des Moines Public Schools	Mark Mattiussi	515-242-7751	*
Ames Public Schools	Chris Stensland	515-268-6634	*
Hillsboro-Deering School District, Hillsboro, NH	James Bailey	(603) 464-1141	*

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Alaska	Government	Alaska - AK	Security system upgrades, fire alarm upgrades and repairs, camera systems and access control support.	\$30,000	\$60,100	*
Anchorage School District	Education	Alaska - AK	Access control improvements, camera systems additions.	\$60,000	\$190,000	*
Escondido Union School District	Education	California - CA	Video surveillance upgrades, including video servers and IP cameras.	\$49,400	\$560,000	*
Medford School District	Education	Oregon - OR	HVAC, Building Automation and Security Upgrades.	\$146,000	\$146,000	*
Texas State University System	Education	Texas - TX	Siemens is a sole-source partner and has been a trusted advisor to Texas State University for many years. The relationship has heavily involved the use of Sourcewell to quote and deliver service projects. Sourcewell has helped to deliver key Desigo DCC HVAC migrations campus-wide, and there are future plans around leveraging Sourcewell to deliver Navigator and FDD within the next year. TSU is 90% solutions, so the contract sizes range anywhere between \$100,000 to \$250,000 a year.	\$50,000 to \$200,000	\$400,000	*

**Table 6: Ability to Sell and Deliver Service**

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 *	
25	Sales force.	Siemens has a broad and geographically dispersed sales and support organization that covers the U.S. and Canada. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in Canada and the United States. Coverage is dispersed across Canada (9 sales offices), Alaska (3 sales offices), Puerto Rico (1 sales office) and the United States (87 sales offices). The U.S. market is covered through 9 distinct zones and the Siemens Government Technologies, Inc. (SGT) entity. Each zone has a separate fire, safety, and security organization with sales and support personnel dedicated and trained in each of the 3 business lines.  In addition, Siemens backs this group with subject matter experts (SME) from the center of competency (CoC) headquartered in Buffalo Grove, IL.	*
26	Dealer network or 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 chargers who provide value-add from a Fleet management 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.  Siemens will not use contract 'dealers or resellers' to represent Siemens on the Sourcewell contract.	*
27	Service force.	Service: Siemens expanded its portfolio of service offerings and improved service delivery and service outcomes.  <ul style="list-style-type: none"> <li>Responsiveness: Achieved a 60% reduction in the time it takes to complete a service call or resolve an issue after receiving a customer request.</li> <li>Staff: 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.</li> </ul>	*



28	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.	<p>Siemens employs over 9,000 sales and support personnel across 110 offices in Canada and 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>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"> <li>Customer Loyalty: The customer loyalty score rose by 2%. The loyalty metric measures the likelihood that a customer intends to continue doing business with us.</li> <li>Referral Rate: The customer referral rate showed a 19% increase in the number of customers that will actively refer Siemens Smart Infrastructure to others.</li> <li>Overall Customer Satisfaction: The overall Customer Satisfaction Index improved by 4% over the last two years. The satisfaction metric measures a customer's overall satisfaction with their experience with us.</li> </ul> <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"> <li>Service--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.</li> <li>Responsiveness--achieved a 54% reduction over the last year for the time it takes to resolve an issue after receiving a customer request.</li> <li>Staff--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.</li> </ul>
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Siemens' US customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions &amp; Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens' companies. The SI RSS Division can create synergies with sister Siemens companies making it easier for customers who want a convenient, one-stop provider for all their building infrastructure needs. We offer all the required products, systems, and solutions from a single source to safeguard the continuity of your business.</p> <p>Siemens is a Building Automation Services (BAS) industry leader through our control products and Desigo CC front end.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>There are no areas in Canada we cannot service. In Canada, Siemens Smart Infrastructure Division employs over 800 people and provides a full range of services and solutions from 10 branch locations coast-to-coast, as well as additional regional support offices. Siemens backs this group with subject matter experts from the Center of Competency (CoC) headquartered in Buffalo Grove, IL.</p>
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no areas in the US or Canada we cannot service. In Canada, Siemens Smart Infrastructure Division employs over 800 people and provides a full range of services and solutions from 10 branch locations coast-to-coast, as well as additional regional support offices. Siemens backs this group with subject matter experts from the Center of Competency (CoC) headquartered in Buffalo Grove, IL with 103 branches and sales offices. In locations where we don't have a presence, Siemens products are offered by a network of independent field offices (IFOs) and value-added partners (VAPs).</p>
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>There are no market areas that we cannot service in the US and Canada.</p>
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no specific contract requirements or restrictions to support Hawaii, Alaska, or in US territories.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Siemens Marketing Communications strategy for promoting the Sourcewell contract includes: Dedicated webpage with technical content and links to the Contract; Marketing flyer (please see the attached Marketing Plan_Siemens Sourcewell.pdf); Internal and external Webinars with vertical market customers such as Education, Healthcare, and Airports; Social Media posts to reach a broad Siemens' customer base; and internal sales training to promote contract utilization.</p>
35	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>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract 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 market sales teams. The Siemens sales applications (SalesForce, Turbo and SAP) have been updated to include the Sourcewell contract in the opportunity and order processes. These applications track an opportunity from initial identification through final order closeout. The Siemens on-boarding process for new employees has been updated to include the Sourcewell contract.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The Siemens' products and services offered on the Sourcewell Contract are not commodity based. The projects associated with building automation, fire and life safety and security 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 8: Value-Added Attributes

Line Item	Question	Response *
38	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.	Siemens offers both free and fee-based training programs depending on the system purchased. We offer a partner program for resellers of Siemens fire products where maintenance service training is typically offered. At an end user level, we teach our clients how to detect certain error conditions to determine the severity level and appropriate remediation.
39	Describe any technological advances that your proposed products or services offer.	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; cloud-based 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.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Siemens is a world leader in sustainability management. A large percentage of our Building Automation Engineers are LEED. We offer programs to enable Cities and campuses the education 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 on its path toward becoming 100% carbon neutral by 2030. The Sustainability Division will manage the implementation of U.S. programs that support its 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 the company's 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.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable. Siemens is a Large business.
43	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>At Siemens, we deliver smarter schools and buildings that deliver 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 across building automation, fire and life safety, security, energy, and grid edge. Our uniquely comprehensive solutions portfolio leverages investments in digitalization, integration, artificial intelligence, cloud-based analytics, and IoT to meet our customers expanding challenges and expectations.</p> <p>As an industry leading partner to schools, businesses, and government, we are quick to respond to our customers' changing landscape. For example, our Come Back with Confidence portfolio was designed to help schools, institutions of higher education, government, and businesses reopen and stay open. This portfolio consists of our Smart Air Quality program designed to offer a toolkit of scientifically proven technologies to mitigate the risks of COVID-19 transmission and to provide lasting benefits. In addition to new technology applications (needle point bipolar ionization, Xenon pulsed ultraviolet light, and high-performance filtration), much can be done through the upgrade, cleaning, and reprogramming of existing HVAC Infrastructure. The Center for Disease Control's (CDC) very recent update of its Operational Strategy for Reopening Schools (developed consistent with ASHRAE's Epidemic Task Force Guidance for Schools and Universities) places strong emphasis on ventilation. This includes upgrading aging mechanical and controls infrastructure to provide well-controlled, ventilated, and healthy indoor environments.</p> <p>Additionally, the CDC continues to emphasize social distancing, contact tracing, access control, and security. The perceived value of remote monitoring and control has been elevated through our pandemic experience. Siemens has a lot to offer in response to these heightened priorities. This includes Life Safety and Security Offerings (for example, thermal cameras, video analytics and access control, mass notification); remote digital services (monitoring, ventilation and occupancy-based controls; AI-driven optimization with programmed COVID-mitigation strategies (Dynamic VAV Optimization)) and IoT Solutions to support contact tracing and people and space management via our Enlighted and Comfy platforms.</p> <p>The breadth of Siemens portfolio, expertise, and integration experience positions us to develop and implement customized solutions for our customers.</p>

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Yes. The proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. The technician's travel time and mileage are covered in the standard warranty.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	For the US and Canada - No. Each geographical region has the resources to provide service warranty work. Customers will be provided detailed information on how to access warranty service at the time of proposal.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.
49	What are your proposed exchange and return programs and policies?	Siemens warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.
50	Describe any service contract options for the items included in your proposal.	<p>Siemens' customers can choose a customer service plan that meets the specific needs of their environment and technical requirements. Siemens Advantage Services offers four different service plan levels that allow the Customer to tailor the service program to meet the specific requirements for responsiveness, support, and budget management. The service level plans are segmented by the response time a customer needs for emergency and non-emergency problems as well as whether labor and material are covered in the service agreement. The plan details, or attributes, define the customer's service experience including when calls are taken from the customer and when we will provide service. Ultimately, an Advantage Services agreement combines a service plan with a service package. It is the goal of Siemens to train Customer Staff on operation of the Integrated Solution. Having an expert "on-staff" is an invaluable tool in managing a successfully integrated solution.</p> <p>The Platinum Advantage Services plan is designed for customers who experience serious business interruptions if critical building systems fail. When emergencies occur, Siemens experts will be on site within four hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens staff will be on site within eight hours 24x7. In addition to the peace of mind that comes from knowing equipment downtime is minimized, the Platinum plan also eliminates budget surprises. All repair and replacement parts and labor for equipment covered by the plan are included in the service contract. The service program begins with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Software support and updates are another important aspect of keeping the system functioning optimally and are provided as they are issued and as applicable to the system under the Platinum plan. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility. Siemens patented site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Platinum Advantage Services Plan is confidence in the operation of your critical building technology and the comfort, occupant safety, and security of your facility. With the Platinum plan, Siemens offers unsurpassed commitment in fast and efficient repair services. No other plan offers greater support, faster on-site response time, more hours of coverage, or a wider range of services.</p> <p>The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their building systems. Siemens' service team of factory-trained experts handles maintenance and repairs quickly and efficiently. This plan provides response to emergencies within four hours for on-site repair of critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7. In addition to the peace of mind that comes from knowing system downtime is minimized, the Gold plan also helps customers plan, budget, and control their operating costs. All labor for repairs and replacements are included in the plan while parts are billed at the negotiated material discount outlined in the Contract. If requested, the service program can begin with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Audits are billed at the negotiated labor rate outlined in the Contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided at scheduled preventive maintenance visits, as appropriate. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems in performing tasks to keep equipment running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Gold Advantage Services plan is an optimal level of building comfort, occupant safety, and security.</p> <p>The Silver Advantage Services plan is an economical choice for customers that want a reliable back-up support for their maintenance staff so they can minimize the downtime of building systems and equipment. The Silver plan is a balance between price and performance that provides on-site response by our team of factory-trained local experts on the next regularly scheduled business day Monday through Friday. Labor to repair or replace parts is included in the Silver Plan and parts are billed at the negotiated material discount outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided, as applicable, during scheduled preventive maintenance visits. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Silver Advantage Services plan is reliable building comfort, occupant safety and security.</p> <p>The Bronze Advantage Services plan is an economical choice for customers that need occasional expert support for their maintenance staff so they can minimize the downtime of building systems and equipment. If requested, the Bronze plan provides on-site response by our team of factory-trained local experts at the negotiated labor discount outlined in the Contract. The Bronze plan also meets the need for specific services where the expertise of Siemens staff is required. Labor, parts, and software support and upgrades are billed according to negotiated rates outlined in the Contract. The plan also includes operator coaching, which provides another layer of confidence by helping your staff identify, verify, and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems. In addition, Siemens patented site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Bronze Advantage Services plan is economical support for building comfort, occupant safety and security.</p>

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	<p>Siemens helps customer reach their goals with the support of knowledgeable service professionals, the latest digital technology, and smart processes that increase productivity and efficiency. These services deliver the results you need and demonstrate them with consistent tracking and robust reporting. Siemens' Advisory and Performance Services are designed for your success.</p> <ul style="list-style-type: none"> <li>Defining success – Together with customers, Siemens will put in place the process for monitoring performance and measuring results.</li> <li>Delivering performance – Service customers will be leveraging the full resources of the entire Siemens organization to address business goals and objectives.</li> <li>Demonstrating results – Siemens will document results through tracking and reporting of agreed upon KPIs, providing the metrics you need to demonstrate performance. We regularly review the results of the service program and discuss potential changes.</li> </ul> <p>Through powerful technology and over 3,000 trained service building technology experts in Fire, Security, Automation, Electrical, Mechanical, Energy and Internet of Things (IoT) Siemens is helping customers manage system operation and compliance, optimize performance and productivity, improve occupant and employee experiences and protect your lifecycle investment.</p>
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Siemens works closely with customers to identify goals and key performance indicators to measure our progress and success. We define a tailored strategy, deliver industry-leading services, and demonstrate results. Business KPIs include profitability, growth, safety, compliance, operational efficiency, best-in-class staff, customer satisfaction and positive outcomes. Facility KPIs include indoor environmental conditions, system availability, system performance, operating costs per sq ft, workflow optimization, safety, compliance, uptime, system lifecycle and energy costs. Please see the attached "Performance Standards_Siemens Advisory and Perf.pdf" for more information.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	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.
54	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>
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Siemens does not intend to use dealers acting on behalf of Siemens under this Contract. Sourcewell orders will follow the same process as all other contract orders. 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 Sourcewell contract number in addition to other relevant data for the order (date of award, amount of award, etc.) and automatically migrates to an application called Turbo. Step 3 - All orders, including Sourcewell orders, go through a series of reviews prior to the final approval for booking (Legal, Contracts, Finance, Sales Management). After the final review by these departments, the order goes to the final booking coordinator via the workflow process in the 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 Sourcewell sales report will be generated. The Sourcewell orders are validated by Finance and Contracts. The Siemens Finance point of contact then enters the quarterly sales information into a request for payment of the Sourcewell fee.</p>
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Siemens has a standard process for submitting proposals, booking orders and invoicing for payment. Included in this proposal are several examples of these standard documents: Standard Transaction_Invoice; Standard Transaction_Purchase Order; Standard Transaction_Sourcewell Proposal_Service Agreement; Standard Transaction_Sourcewell Proposal_Solution Project.
57	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 with no additional fee for customers.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	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. Prices shown are discounted from Siemens Industry MSRP/List Price based on the discounts given to Siemens' Most Favored Customers for both products and labor. Additional discounts may be available at the time of proposal.  The final proposal price for Canadian customers will be based on the U.S. price plus the application of the USDCAD exchange rate posted by the Bank of Canada on the date of the proposal.
59	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 an average discount of 40.04% off of commercial labor rates.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered and offered at the time of proposal.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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 discounted MSRP/List Price per the following:  Building Automation – 20.17% to 81.14% Fire – 46.84% to 80.28% Security – 7.14% to 86.35%
62	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 quote and the resulting invoice.
63	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 are inclusive of all 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 are not included in the Sourcewell price.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs to OCONUS customer sites are charged at the carriers standard shipping rates to include expedited or other special delivery requests.
65	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.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	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. In Canada, the current Bank of Canada exchange rate will be applied to the US Sourcewell price at the time of proposal. For this proposal, the Canadian prices have been presented at the Bank of Canada exchange rate effective at the time of proposal.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	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 prior to submission to the customer. The price and scope of work is reviewed for compliance with the contract terms. 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 Turbo sales application prior to releasing the order for booking. For the reporting process, SII has designated a finance person to run 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 with approval to pay to the SII finance point of contact. In all processes there are at least two people involved to ensure the integrity of the data.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	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.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	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 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Siemens is offering turn-key solutions and services for the maintenance and management of facilities, systems, and components in the following areas:</p> <ul style="list-style-type: none"> <li>• Building Automation Services - Ensures automation systems and controls are performing at optimal levels, maintaining occupant comfort, and maximizing productivity and energy efficiency. Services that keep systems performing at their best, as designed and intended to operate, help you achieve optimized comfort, safety, and security; fulfill regulatory requirements; provide greater transparency into critical systems; reduce operating risks; improve decision-making through data analytics; enhance system performance; conserve energy; and reduce environmental impact.</li> <li>• Mechanical Services - Extends the life of mechanical equipment and maintains optimal performance for increased energy savings and occupant comfort. Smart Mechanical Services combines Mechanical service with digital services and energy efficiency to help our customers increase their facility staff's productivity while improving HVAC system efficiency. Many facilities departments are understaffed and struggle to keep pace in a very reactive environment. Smart Mechanical Services can use the power of predictive maintenance and analytics to help prioritize maintenance issues and identify issues before they become major problems. This is the value engine that drives higher value for our customer. Smart Mechanical Service is a new way of thinking about how to approach mechanical services for customers.</li> <li>• Electrical Services - Ensures the reliability, uptime, performance, safety, and lifecycle management of the electrical systems infrastructure. Siemens offers a complete portfolio of electrical services including preventive maintenance, emergency services, technical support, equipment reconditioning, retrofits and upgrades.</li> <li>• Energy Services - Ensures buildings and infrastructure conserve energy, maximize efficiency, minimize operating costs, and reduce environmental impact. From energy reduction to energy production and procurement, Siemens assists organizations of all types in customizing an energy management program that addresses their needs from both sides of the meter. Our approach ensures a comprehensive plan to meet strategic and technical goals today, while protecting and optimizing investments well into the future with continuous data analysis and support. Siemens combines expertise, technology and services that lower operating costs and risks, and reduce environmental impact using packages of the portfolio elements.</li> </ul> <p>Our intelligent building automation control systems, such as Desigo™ CC, provide an integrated approach to managing and controlling facilities with a flexible, easy-to-use interface. Desigo CC delivers facility-wide efficiencies, cost-effective information sharing, and improved event management and decision-making. It integrates your security, fire and energy management systems to give you a consistent, single view of facility operations. Desigo CC can also integrate new energy automation and smart grid solutions as you deploy them to enhance resiliency and future-proof your infrastructure.</p> <p>As a trusted partner for energy-efficient infrastructure, we ensure that energy is managed effectively using our comprehensive Total Energy Management approach. On the facility level, we design and implement improvements in accordance with the U.S. Green Building Council's LEED® Certification and ENERGY STAR® requirements. Our low- and medium-voltage power distribution systems create reliable and economical backbone for electrical systems. Through energy automation and smart grid solutions, we provide future-proof solutions that help you evolve with our changing world and meet new demands for resiliency.</p> <p>Siemens ensures maximum reliability with electrical services. The costs of operating inefficient or unsafe power systems can be great in terms of safety, performance, and lost productivity. Electrical services help you increase both uptime and efficiency and improve the bottom line. Services include preventive maintenance, service agreements, emergency services, technical support, power systems engineering, and electrical system modernization solutions.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Categories/Subcategories:</p> <p>Building automation services</p> <ul style="list-style-type: none"> <li>• Command and Control Systems</li> </ul> <p>Energy services</p> <ul style="list-style-type: none"> <li>• Energy Efficiency</li> <li>• Total Energy Management</li> <li>• Energy Automation and Smart Grid</li> </ul> <p>Electrical services</p> <ul style="list-style-type: none"> <li>• Power Management</li> <li>• Low Voltage Power Distribution</li> <li>• Medium Voltage Power Distribution</li> </ul> <p>Mechanical Services</p> <ul style="list-style-type: none"> <li>• Preventive Maintenance - Boilers, chillers, air handlers, motors, etc.</li> <li>• Analytical – vibration, thermographic studies, etc.</li> <li>• Comprehensive Maintenance – lifecycle planning, emergency response, repair, replacement, retrofit, etc.</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached documents submitted herein: Depth and Breadth_Siemens HVAC Products.
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached documents submitted herein: Depth and Breadth_Siemens HVAC Products.
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached documents submitted herein: Depth and Breadth_Services Performance Tracking.pdf and Depth and Breadth_Energy Services.pdf.

**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.

**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](#) - Pricing\_Siemens Sourcewell 070121 HVAC Systems and Related Services Pricing.xlsx - Wednesday June 30, 2021 11:48:48
- [Financial Strength and Stability](#) - Company\_Info\_Siemens Annual Financial Statement FY20.pdf - Monday June 28, 2021 09:08:11
- [Marketing Plan/Samples](#) - Marketing Plan\_Siemens Sourcewell.pdf - Monday June 28, 2021 09:32:14 WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction\_Siemens Docs.zip - Monday June 28, 2021 09:46:36
- [Upload Additional Document](#) - Additional Docs\_Depth\_Exceptions\_Perf Standards.zip - Thursday July 01, 2021 13:26:19



**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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 contractual obligations contemplated in the bid.

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
<b>Addendum_4_HVAC_Systems_Services_RFP_070121</b> Tue June 22 2021 04:10 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_HVAC_Systems_Services_RFP_070121</b> Wed May 26 2021 04:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_HVAC_Systems_Services_RFP_070121</b> Tue May 18 2021 03:45 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_HVAC_Systems_Services_RFP_070121</b> Mon May 17 2021 01:50 PM	<input checked="" type="checkbox"/>	1