

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
AND SIEMENS INDUSTRY INC. FOR HVAC SYSTEMS
WITH RELATED PRODUCTS AND SERVICES
AT LOS ANGELES WORLD AIRPORTS**

THIS CONTRACT (“Contract”), made and entered into this _____ day of _____, 2025 (“Effective Date”), by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (“City”), acting by order of and through its Board of Airport Commissioners (the “Board”) of the Department of Airports (also known as Los Angeles World Airports or “LAWA”), and **SIEMENS INDUSTRY INC.**, a Delaware Corporation (“Contractor”).

RECITALS

WHEREAS, City desires to obtain HVAC Systems with related products and services (collectively, the “**Goods and Services**”) for LAWA at Los Angeles International Airport (“LAX”); and

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell, formerly known as the National Joint Powers Alliance (“NJPA”), a Minnesota-based Services Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and Contractor executed Contract No. 080824-SIE (the “**Sourcewell Contract**”), attached hereto as Exhibit A, to establish a national source for HVAC Systems with related products and services; and

WHEREAS, per Charter § 371(e)(8), the competitive bidding requirements of Charter § 371 do not apply to contracts for cooperative arrangements with other governmental agencies for the utilization of, among other contracts, the purchasing contracts of those agencies and any implementing agreements; and

WHEREAS, City and Contractor agree that the Sourcewell Contract is a vehicle by which City may contract directly with Contractor to perform the HVAC Systems with related products and services sought by the City; and

WHEREAS, LAWA has reviewed the Sourcewell Contract and this Contract and has determined that it is in the City’s best financial interest to contract with Contractor for the purchase of the services required by City pursuant to the terms set forth in this Contract.

NOW, THEREFORE, Contractor and City agree and hereby contract for the City to purchase the Goods and Services from Contractor pursuant to the following terms and conditions:

Section 1.0 Term of Contract. The term of this Contract (the “Term”) shall commence as of the Effective Date written above and shall expire in three (3) years, subject to earlier termination as set forth herein. However, if the three additional one-year options in the Sourcewell Contract are exercised, then LAWA’s Chief Executive Officer may opt to extend the Term of this Contract accordingly and the Contract Term shall then expire coterminous with the Sourcewell Contract. In

no event will this Contract Term exceed Seventy-Two (72) months from the Effective Date.

Section 2.0 Contractor Scope and Fee.

2.1 Contractor agrees to provide supply, delivery, and installation of flooring products at the Airport pursuant to the contractual terms and conditions set forth in this Contract and the underlying Sourcewell Contract (including the applicable Discount Off Posted Pricing for the Sourcewell Contract), Contractor's response to the request for proposals ("RFP") for the Sourcewell Contract and Siemens's Price and Rate Schedule ("Rate Schedule"). For the convenience of the parties, the Sourcewell Contract along with Contractor's response to the RFP, the RFP, and the Rate Schedule (collectively, "Sourcewell Contract Documents") are attached hereto as Exhibit A, Exhibit B and Exhibit C, respectively. The Sourcewell Contract Documents are incorporated by reference as though set forth fully herein. In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the Sourcewell Contract Documents, all conflicts shall be resolved in favor of this Contract and all of its amendments, if any, over the Sourcewell Contract Documents.

2.2 The City shall pay the Contractor for the services supplied by Contractor pursuant to this Contract in accordance with the terms of the Sourcewell Contract Documents. The fees to be paid Contractor by the City for the services and any associated products and supplies provided under this Contract shall not exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the Term of this Contract.

2.3 The stated amounts described in the Sourcewell Contract Documents are deemed to include all provisions for Contractor's compensation for the services, products and supplies provided under this Contract including, without limitation, fringe benefits, all out-of-pocket expenses, and overhead costs. The City is not obligated to pay for Contractor's time or expenses associated with travel unless specifically authorized by advance written notice from LAWA.

2.4 LAWA reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Chief Executive Officer or his or her designee (the "CEO"), such would be in the best interest of the City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to the LAWA's representative at LAWA's Office at the address listed below upon fifteen (15) days notice.

2.5 The City shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Contract, the appropriate amount.

2.6 The City shall not be required to make payment(s) for any services, products or supplies if they have not yet been provided or if any services, products or supplies are deemed unsatisfactory by LAWA. The parties agree that the CEO shall make the final determination as to when Contractor's services, products or supplies or any part thereof are satisfactory to justify release of any given payment to Contractor under this Contract.

2.7 Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contact, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of the California Civil Code (commencing with Section 9000), and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

Section 3.0 Professional Standards. All work performed and services provided hereunder by Contractor shall be consistent with the professional standards of the industry in which they work.

Section 4.0 Notices.

4.1 Notice to the City. Written notices to LAWA hereunder, with a copy to the City Attorney of the City of Los Angeles, Airport Division, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**Office of the City Attorney
Airport Division
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

4.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Danny Maurer
Siemens Industry, Inc.
6141 Katella Avenue
Cypress, CA 90630
Daniel.maurer@siemens.com**

or to such other address as Contractor may designate by written notice to City.

4.3 The execution of any such notice(s) by the CEO shall be as effective as to Contractor as if it were executed by the Board, or by resolution or order of the Board, and Contractor shall not question the authority of the CEO to execute any such notice(s).

4.4 All such notices, except as otherwise provided herein, may either be delivered personally to CEO with a copy to the Office of the City Attorney of the City, Airport Division, in the one case, or to Contractor in the other case, or may deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 5.0 City Held Harmless.

5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and any and all of the City's boards, departments, officers, directors, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or sub-contractor's performance of the Contract, whether or not contributed to by any act or omission of the City, or of any of the City's boards, departments, officers, directors, agents or employees.

5.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless the City, including all of the City's boards, departments, commissioners, officers, directors, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by the City arising out of, or relating to, the matters set forth above in this paragraph.

5.3 As to any Professional Liability claims, Contractor agrees to indemnify, keep, and hold harmless the City, including all of the City's boards, departments, commissioners, directors and employees, from and against any and all claims, damages, liabilities, losses and expenses to the extent arising out of the negligent acts, errors, or omissions of Contractor. The foregoing indemnity obligations shall be in line with section 2782.8 of the California Civil Code.

5.3 In Contractor's defense of the City under this Section, including but not limited to the negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, §§ 271, 272 and 273 thereof.

5.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

Section 6.0 Restrictions and Regulations.

6.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and orders of any federal, state, or local government authority.

6.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the CEO which are now in force or which may be hereafter adopted by the Board and/or the CEO with respect to the operation of the Airport.

6.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and/or conditions.

Section 7.0 Independent Contractor

7.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of the City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and the City or between Contractor and any official, agent, or employee of the City. Both parties acknowledge that Contractor is not an employee of the City.

7.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 8.0 Assignment or Transfer Prohibited

8.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of CEO.

8.2 For purposes of this Contract, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the CEO is a violation of this Contract and shall be voidable at LAWA’s option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 9.0 Default and Right of Termination

9.1 In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA’s mailing such notification, the CEO may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

9.2 A material default or breach of the terms of any other leases, license, permit, or contract held by Contractor with the City shall constitute a material breach of the terms of this Contract and shall give LAWA the right to terminate this Contract for cause in accordance with the procedures set forth herein.

9.3 Notwithstanding anything herein to the contrary, either party has the right to terminate this Contract, with or without cause, upon thirty (30) days advance written notice to the other party.

Section 10.0 Advertisements. Contractor shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on or at the Airport.

Section 11.0 Compliance With Applicable Laws.

11.1 Contractor shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, LAWA, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments. Further, Contractor agrees to cooperate fully with the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

11.2 Should Contractor fail to comply with this Section, then LAWA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 12.0 Business Tax Registration.

12.1 Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by the City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

12.2 Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 13.0 Insurance.

13.1 Contractor shall procure at its own expense and keep in effect at all times during the Term of this Contract, the types and amounts of insurance specified on the Insurance Requirements for Los Angeles World Airports, Exhibit D, attached hereto and incorporated by reference herein.

13.2 The specified insurance (except for Workers' Compensation and Employers' Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, LAWA, the Board, and all of City's officers, directors, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor at the Airport.

13.3 Waiver of Subrogation. For Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance, the insurer shall agree to waive all rights of subrogation against City for losses arising from activities and operations of Contractor insured in the performance of services under this Contract.

13.4 Subcontractors. Contractor shall include all of its subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by the CEO and approved as to form by the City Attorney.

13.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of City assumed by the Contractor under this Contract.

13.6 All such insurance shall be primary and noncontributing with any other insurance held by LAWA where liability arises out of, or results from, the acts or omissions of Contractor, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Contractor.

13.7 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, LAWA, its Board, and all of its officers, directors, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer of Contractor in its operations at the Airport.

13.8 In the event Contractor fails to furnish LAWA evidence of insurance, or to maintain the insurance as required under this Section, LAWA, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse the City for the cost thereof.

13.9 At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with LAWA. If any such coverage is cancelled or reduced, Contractor shall, within fifteen (15) days of

such cancellation or reduction of coverage, file with LAWA evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

13.10 Contractor shall provide proof of all specified insurance and related requirements to LAWA either by production of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to the CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the CEO. The documents evidencing all specified coverages shall be filed with LAWA prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Contractor provide actual, written notice (by Certified Mail) to the City Attorney of the City at least thirty (30) days prior to the effective date thereof.

13.11 The City and Contractor agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by the CEO, who may thereafter require Contractor to adjust the amount(s) of insurance coverage(s) to whatever amount(s) the CEO deems to be adequate. LAWA reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

Section 14.0 Disabled Access.

14.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as a result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

14.2 Should Contractor fail to comply with this Section, if applicable, then City shall have the right, but not the obligation, to perform, or to have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 15.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

15.1 During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Contractor shall comply

with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

15.2 During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code (“Equal Employment Practices”), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.3 During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code (“Affirmative Action Program”), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.4 All subcontracts awarded under this Contract shall contain similar provisions and Contractor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to LAWA.

15.5 Contractor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

Section 16.0 Child Support Orders.

16.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this

Contract.

16.2 Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by LAWA (in lieu of any time for cure provided elsewhere in this Contract).

Section 17.0 Living Wage and Worker Retention Requirements.

17.1 Living Wage Ordinance

17.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by employees of the City if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

17.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other

interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. The City shall notify Contractor in writing about any redetermination by the City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

17.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and the City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if the City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

17.1.4 Subcontractor Compliance. Contractor agrees to include in every subcontract involving this Contract entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO and the Worker Retention Ordinance (“WRO”) with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO or the WRO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO and the WRO directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to the City under Section 10.37.5 of the LWO and Section 10.36.3 of the WRO, as same may be amended from time to time.

17.2 Worker Retention Ordinance. This Contract may be subject to the WRO (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Contractor must also comply with the WRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the WRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, the City has the authority, under appropriate circumstances, to terminate this Contract and otherwise

pursue legal remedies that may be available if the City determines that the subject contractor violated the provisions of the WRO.

Section 18.0 Assignment of Anti-Trust Claims. Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City to inform each Proposer that in submitting a proposal to LAWA the Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Proposer.

Section 19.0 Compliance With Los Angeles City Charter Sections 470(C)(12) and 609(E).

19.1 The Contractor, other underwriting firm members of the underwriting syndicate, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(E) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Sections 470(c)(12) and 609(E), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Sections 470(c)(12), 609(E) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract # _____. Pursuant to City Charter Section 470(c)(12) and 609(E), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to Contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

19.2 Contractor, underwriting firms, subcontractors, and their principals shall comply with these requirements and limitations. A copy of Contractor's Prohibited Contributors (Bidders) completed Form 55 is attached hereto as Exhibit E and incorporated by reference. Violation of this provision shall entitle the City to terminate this Contract and pursue any and all legal remedies that may be available.

Section 20.0 Alternative Fuel Vehicle Requirement Program (LAX Only). Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the “Alternative Fuel Vehicle Requirement Program”). The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are made a material term of this Contract.

Section 21.0 Environmentally Favorable Operations. If applicable, Contractor acknowledges for itself and any sub-contractors that its operation of its activities under this Contract will be subject to all LAWA policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (collectively, “LAWA Policies”) as such LAWA Policies may be promulgated, revised and amended from time-to-time.

Section 22.0 Municipal Lobbying Ordinance. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 23.0 Contractor Responsibility Program

23.1 During the term of this Contract Consultant shall fully comply with the Contractor Responsibility Program and the LAWA Contractor Responsibility Program (CRP) Rules and Regulations. (The CRP Rules and Regulations are available at <http://www.lawa.org>). Consultant previously submitted its Contractor Responsibility Program Pledge of Compliance and Response to the Questionnaire.

Consultant agrees to

- (a) comply with all applicable Federal, state, and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) notify LAWA within thirty calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the Consultant is not in compliance with paragraph (a) of this Section.
- (c) notify LAWA within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Consultant has violated paragraph (a) of this Section.
- (d) provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire.
- (e) ensure that its subcontractors complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with sections (a) through (c) of this Section and submit to LAWA the completed Pledges.
- (f) notify LAWA within thirty (30) days of becoming aware of an investigation, violation, or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.

- (g) cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Section 24.0 Iran Contracting Act, 2010.

24.1 In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit (“Affidavit”). Contractor’s compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

Section 25.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 26.0 Miscellaneous Provisions.

26.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

26.2 **Section Headings.** The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

26.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

26.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26.5 **Laws of California.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the Southwest District of the California Superior Court located in the County of Los Angeles.

26.6 **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

26.7 **Amendments to Ordinances and Codes.** The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

Section 27.0 Adjustment to Sourcewell Contract and Exhibits Thereto. To the extent that there are provisions contained in the Sourcewell Contract, as well as exhibits thereto, that are inconsistent with, or contrary to, the rules, regulations, restrictions, ordinances, statutes, laws and orders of any state or local government authority in California, the rules, regulations, restrictions, ordinances, statutes, laws and orders of the state or local government authority in California apply to this Contract.

Section 28.0 Other Requirements and Provisions.

28.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

28.2 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

28.2.1 The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

28.2.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit E, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit E:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

28.2.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 37.1. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

28.2.4 Contractor agrees that it shall insert the provisions found in Subsections 28.2.1 and 28.2.2, inclusive of Exhibit E in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

Section 29.0 Entire Agreement. This Contract, the Exhibits attached hereto, and other materials referenced herein, contain the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

Section 30.0 Execution. This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Contract to be executed on its behalf by the CEO and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
Hydee Feldstein Soto,
City Attorney

CITY OF LOS ANGELES
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy City Attorney

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST: Electronically signed by:
Fabian Umole
Date: Sep 26, 2025 10:40:18
PDT
Fabian Umole

SIEMENS INDUSTRY INC Electronically signed by:
Benjamin Peoples
Date: Sep 25, 2025 16:10:10
PDT


By: _____
Signature (Secretary)
Fabian Umole

Print Name

By: _____
Signature
Benjamin Peoples

Print Name
General Manager

Print Title



MASTER AGREEMENT #080824
CATEGORY: HVAC Systems with Related Products and Services
SUPPLIER: Siemens Industry, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, IL 60089 (Supplier).

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

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

Article 1:
General Terms

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances, with Supplier's agreement.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 ("RFP") to Participating Entities. In Scope solutions include:
 - a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
 - b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
 - c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only that equipment, services and products ("Equipment," "Services," and "Product" as included in Siemens Proposal) are within Scope of this Master Agreement ("Included Solutions") and may be offered to Participating Entities. Those solutions that were part of the RFP, but were not part of Supplier's Proposal or the Included solutions, include, without limitation, energy saving performance contracting.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement (the "Pricing List").
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities.

12) **Tariffs.** Supplier's pricing may be adjusted to reflect any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to Supplier's offering, including any hardware, software, or service components contained therein. Supplier may add taxes, duties, tariffs or equivalent measures as a separate line item to the price quote or may follow the process set forth in Article 2. Sourcewell and Supplier Obligations, 2. Product and Price Changes Requirements.

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

14) **Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations; and the Siemens' Code of Conduct. Sourcewell represents that it will only comply with applicable Minnesota and United States laws and regulations, and with Sourcewell policies including but not limited to, financial management, data management, and codes of ethics. Only those documents that are signed by Sourcewell's Chief Procurement Officer will be binding against Sourcewell.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation of licensure, permits or bonding directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Equipment and Products furnished are free from liens and encumbrances at the time of delivery, and are free from defects in materials and workmanship. Supplier warrants that it will perform the Services in a professional and workmanlike manner. The warranties do not apply to software furnished by Supplier. The sole and exclusive warranties for any software are set forth in the applicable Software License. If the Services or Product fail to meet the warranty standards set forth in this Article within the applicable warranty period defined herein, and Sourcewell or the Participating Entity (as applicable) promptly reports such non-conformance to Supplier during the above mentioned warranty period, Supplier shall at its own expense as Sourcewell or the Participating Entity's (as applicable) sole and exclusive remedies for breach of the warranties: (i) for Services, re-perform the relevant Services or, in Supplier's sole discretion, refund Sourcewell or the Participating Entity (as applicable) the pro rata portion of the fees paid to Supplier under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Supplier's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product Services or parts is limited to the remainder of the original warranty period. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended as set forth in the manufacturer's product documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity to the extent legally permissible. Unless Supplier agrees otherwise in writing, Sourcewell or the Participating Entity (as applicable) will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Supplier to perform its warranty obligations; (iii) transportation to and from the Supplier factory

or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Sourcewell or the Participating Entity (as applicable) with this Article or from their deteriorated condition. All exchanged Products replaced under this warranty will become the property of Supplier.

Sourcewell or the Participating Entity (as applicable) must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied. THE WARRANTIES IN THIS ARTICLE ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AS TO SUPPLIER PRODUCTS AND SERVICES. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

- 15) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 16) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 17) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above. Supplier, however, will not ever be designated as a recipient or subrecipient. Supplier will be designated as a contractor.

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

1) **Authorized Sellers.** Upon contract execution and throughout the Agreement Term, Supplier must provide 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 Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcwell Price and Product Change Request Form to Sourcwell. At a minimum, the request must:
- Identify the applicable Sourcwell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcwell's Authorized Representative is its Chief Procurement Officer. Supplier's Authorized Representative is the person named in the Supplier's Proposal.

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;

- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Supplier will only make Administrative Fee payments to a United States bank account held exclusively in Sourcewell's name.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement that are not subject of a good faith dispute. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement that are not subject of a good faith dispute may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier reserves the same auditing rights relevant to this Agreement. The parties agree to reasonably cooperate with each other in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this 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 is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees alleging bodily injury, death or damage to a third-party's tangible property, caused by Supplier's negligent acts or omissions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No part of Sourcewell and/or its Participating Entities' site or other property thereof is considered third-party property. Warranty remedies are the exclusive ones for claims of property damages resulting from alleged breaches of the required warranties hereunder. The indemnitee must provide the Supplier with prompt written notice of any third-party claims covered by this Article. Supplier is not liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if Supplier has been advised by buyer of the possibility of such damages.
- 18) **Data Practices.** To the extent required by applicable law, Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data provided by or to Sourcewell under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Agreement. If the Supplier receives a request to release the data referred to in this article, the Supplier must immediately notify Sourcewell and Sourcewell will assist with how the Supplier should respond to the request.

19) Grant of License.**a) During the term of this Agreement:**

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

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

iii) Such use of the Trademarks (and any sublicense granted under this Section 19) is subject to the prior approval of the grantor of such use rights and is revocable at will by the grantor.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the other party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

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

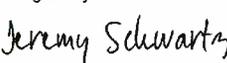
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

required to accept such terms at variance in any particular from applicable terms in the Agreement. Supplier’s standard form agreements or terms and conditions may be required as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by agreement of the Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Siemens Industry, Inc.

Signed by:

 By: _____
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

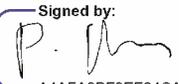
5/1/2025 | 3:09 PM CDT
Date: _____

Signed by:

 By: _____
F437AE2F1343448...

Ryan Mai
Title: Head of Area Success Management, Buildings

5/1/2025 | 9:10 AM CDT
Date: _____

Signed by:

 By: _____
A4AFA8BF8EF94CA...

Peter Kamps
Title: Head of Finance, Buildings

5/1/2025 | 3:07 PM CDT
Date: _____

RFP 080824 - HVAC Systems with Related Products and Services

Vendor Details

Company Name: Siemens Industry, Inc.
Does your company conduct business under any other name? If yes, please state: Siemens Government Technologies, Inc.
Address: 1000 Deerfield Parkway
Buffalo Grove, IL 60089-4547
Contact: Toni Stoddard
Email: toni.stoddard@siemensgovt.com
Phone: 703-689-1472
HST#: 13-2762488

Submission Details

Created On: Monday June 24, 2024 13:16:19
Submitted On: Thursday August 08, 2024 11:56:27
Submitted By: Toni Stoddard
Email: toni.stoddard@siemensgovt.com
Transaction #: b9412c00-320b-484d-803e-4f03e1a51e16
Submitter's IP Address: 136.226.18.80

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Siemens Industry, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HLQ3
5	Provide your NAICS code applicable to Solutions proposed.	236220
6	Proposer Physical Address:	1000 Deerfield Parkway, Buffalo Grove, IL 60089-4547
7	Proposer website address (or addresses):	www.siemens.com/us
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Beverly Lester, Sr. Manager Support Services – Contracts 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com Phone: 571-379-1092
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Toni Stoddard, Contract Manager 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: toni.stoddard@siemensgovt.com Phone: 703-689-1472
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beverly Lester, Sr. Manager Support Services – Contracts 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com Phone: 571-379-1092

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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EXHIBIT A

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Siemens is a global innovator focusing on digitalization, electrification, and automation for the process and manufacturing industries and is a leader in power generation and distribution, intelligent infrastructure, and distributed energy systems. For more than 160 years, the company has developed technologies that support multiple American industries including manufacturing, energy, healthcare, and infrastructure. Major sectors for the business include Industry, Infrastructure and Cities, Energy, Healthcare, Siemens Financial Services, and "other" (Corporate Research, Real Estate, Consultancy, and Siemens Foundation). We are an industry leader in mobility systems, energy, building technology (mechanical services, automation, fire and security, control products and Systems). This link has more details about the historical and current structure of Siemens: https://www.siemens.com/global/en/company/about/history/stories/setting-the-course-of-the-future.html</p> <p>Siemens Smart infrastructure supports the way we all want to live – happily, comfortably, sustainably, and in harmony. It supports the way industry and organizations want to be – efficient, responsible, and smarter. This link has more details on our company's core values and business philosophy: https://www.siemens.com/global/en/company/about.html</p>
12	What are your company's expectations in the event of an award?	<p>Siemens' use of the Sourcewell contract will continue to be promoted internally to the sales teams and externally with our Sourcewell eligible customers. Our sales teams will be trained to lead with the benefits of using an awarded Sourcewell contract with pre-negotiated terms and conditions to include pricing. If awarded a Sourcewell contract, there will a renewed emphasis on increasing the utilization of the Contract through our training and marketing approaches. We have a dedicated internal SharePoint site for our sales and operations team where they can find additional information about the Sourcewell, prerecorded training, and all of the specific contract information for all Siemens' Sourcewell contracts.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	<p>Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. SII is a subsidiary member of the Siemens AG corporate group - a multi-national, multibillion-dollar company whose shares are listed on the Deutsche Boerse (Exchange) of Germany. As such, Siemens AG prepares consolidated financial statements audited by the independent public accounting firm of Ernst & Young GmbH. A copy of Siemens AG most recent annual report including the audited financial statements can be found and downloaded at www.siemens.com through the "Investor Relations" link.</p> <p>We have included the most recent audited Siemens Financial Statements "Siemens 2023 Annual Report".</p>
14	What is your US market share for the solutions that you are proposing?	<p>Mechanical and Automation Services and Solutions – 12.4% Energy Solutions – 6.1% Electrical Services - .3%</p>
15	What is your Canadian market share for the solutions that you are proposing?	<p>Siemens Canada will not be participating in this solicitation.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>There are no current or past bankruptcy proceedings. Siemens will disclose such information to Sourcewell during the pendency of the RFP evaluation should this occur.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Siemens is a manufacturer of building automation and electrical. Siemens provides the service associated with these products to include design, installation, service, repair and maintenance across a broad spectrum of technical disciplines. Siemens employs a team of thousands of professional personnel spread across all sales offices to provide the required service and support. Additionally, Siemens has partnered with numerous Value Added Partners (VAPs) that are certified to perform service on the products offered on this contract. The combination of the Siemens' personnel and the VAP personnel ensures that our customers always have a service provider in close proximity.</p>

EXHIBIT A

18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Automation specialists all operate under a local Electrical Contractor License. They are trained on all our products and services throughout their career by Siemens Smart Infrastructure Training Academy.</p> <p>For Mechanical Services, Siemens' Local Branches have an HVAC service contractor license. With regards to our Subcontractors, we ensure they also hold a valid HVAC service contractor license. In addition, our union mechanics all hold EPA refrigerant handling certifications.</p> <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 may include (but are not limited to):</p> <ul style="list-style-type: none"> • CEM – Certified Energy Manager • PE – Professional Engineer • PMP – Project Management Professional • PM @ Siemens Certification • LEED AP / LEED GA • GGP – Green Globes Professional • GBE – Green Building Engineer • CDT – Construction Documents Technology • REP – Renewable Energy Professional • EIT – Certification of Engineer in Training • NABCEP – North American Board of Certified Energy
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Not Applicable. Siemens has never been debarred or suspended.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Refer to an article that lists Siemens' notable awards: https://www.siemens.com/us/en/company/press/siemens-stories/usa/siemens-usa-recognized-for-innovation-culture.html</p> <ul style="list-style-type: none"> • MBDA Distinguished Supplier Diversity Award 2023: https://www.mbda.gov/news/press-releases/2023/10/minority-business-development-agency-announces-winners-2023-national • Siemens USA and Siemens Mobility with US Department of Commerce Minority Business Development Agency (MBDA) provides grants to small diverse businesses: https://www.siemens.com/us/en/company/press/press-releases/usa/supply-chain-diversity-expansion-180k-black-owned-businesses.html • CM Championship Award (Resiliency category) (Internal to Siemens) 2023 • Greater Baltimore Committee Bridging the Gap Achievement Award – Innovative Partnership or Strategic Alliance 2021 • 2024 Women MAKE Awards Honoree (Loretta Revesz, Procurement Manager, Building Products Americas) • 2022 Best Places to Work for LGBTQ+ Equality • Forbes 2022 The Best Employers for Diversity • Forbes 2022 The Best Employers for Women • Forbes 2022 Americas Best Large Employers • 2023 Top Supports of HBCUs • HBCU Top Supporters 2022 • Disability Equality Index Best Place to Work for Disability Inclusion 2023 • Fast Company Most Innovative Companies 2022 • Fast Company World Changing Ideas 2022 • Fast Company Best Workplaces for Innovators • Fortune The World's Most Admired Companies 2022 • LinkedIn Top Companies US 2022 • Illinois Clean Jobs Coalition and Chicagoland Chamber of Commerce Clean Energy Champion Award for Tech and Innovation • US Department of Labor HIRE Vets Medallion Gold Award - Siemens Government Technologies • Employers List of the 2021 Military Times Best for Vets • Forbes 2021 America's Best Employers for Veterans • Siemens partnership with US Department of Defense's SkillBridge, along with other veteran training programs like Training with Industry, Orion Talent for military recruitment, and Siemens Mobility works with Hire Heroes USA
21	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>15% of the total Smart Infrastructure sales were to federal, state, and local government customers over the past 3 years.</p>
22	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>20% of the total Smart Infrastructure sales were in the education sector (K-12: 7%; higher education: 13%).</p>

EXHIBIT A

23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	New York Office of General Services (NYOGS) FY21 - \$11M FY22 - \$11M FY23 - \$13M Sourcewell: CY 2021: \$ 18,339,674.89 CY 2022: \$ 14,443,665.24 CY 2023: \$44,548,566.86
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA FY21 - \$46,221,916 FY22 - \$49,695,073 FY23 - \$48,203,821

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Gurnee School District	Sean Smith	847-505-1616
El Segundo Unified School District	Kim Linz - CBO	310-615-2650
The City of Riverside	Steve Williams – City HVAC Super.	951-351-6150

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

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

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

EXHIBIT A

28	Service force.	<p>Siemens Service Force includes local on sight HVAC Mechanics, Automation Technicians, Energy Engineers, as well as additional employees that focus on remote engineering, programming, services, and cloud applications. Below is an approximate number of employees that fall into these categories:</p> <p>HVAC Mechanics 250+ Automation Technicians 1300+ Energy Engineers 75+ Additional Remote employees that focused on engineering, programming, service and cloud Applications. 100+</p> <p>In addition, for areas where it is more economical to work with local providers, we have subcontracted services to keep pricing competitive and provide more responsive services.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Siemens employs over 9,000 sales and support personnel across 110 offices the United States. We routinely design service and support procedures with committed response times from our branch locations. Each will differ according to customer requirements but will be backed by support professionals trained and certified with the technology purchased by the customer.</p> <p>For the Sourcewell Contract, we will not use dealers or distributors. Sourcewell Contract orders will be between the local Branch and the participating entity. Local salespeople will provide the scope, review pricing with local operations and with our National Team, and with Siemens Government Technologies that are responsible for Sourcewell agreement compliance. Orders will be received by sales and processed internally. At this point, a local Operation Project Manager or Client Service Manager will be assigned. They are responsible for delivery of service per the project scope.</p> <p>The Siemens Smart Infrastructure Customer Excellence team is focused on understanding what is important to our customers. Our programs allow us to keep a pulse on how our customers feel about doing business with us and provide an avenue for customers to escalate concerns for quick and complete resolution. We are committed to improving the quality, support, and services our customers need and create value by collecting and analyzing all feedback to continuously improve the customer experience.</p> <p>The Voice of the Customer program is based on listening to our customers, engaging with our customers through closed loop processes, and exceeding our customers' expectations by going above and beyond.</p> <p>The Customer Advocate program was introduced to help build stronger relationships, bring greater transparency to customer issues and concerns, and foster continuous improvement internally. Our Customer Advocates have completed over 1,000 interviews with our customers over the last year.</p> <p>Customer Elevate is our organization-wide commitment to quick and complete problem resolution. The program exists to ensure that issues not being successfully addressed at the local level are brought to the attention of senior management to be resolved quickly, completely, and to the customers' total satisfaction.</p> <ul style="list-style-type: none"> • Customer Loyalty: The customer loyalty program measures customer satisfaction for each of our local Branches. This important metric measures the likelihood that a customer intends to continue doing business with us and would recommend us to others. We take this metric seriously and have processes for escalation to the local management team when there is indication of dissatisfaction. • Customer Satisfaction: The overall Customer Satisfaction Index is measure for each customer after we provide service, usually quarterly. This satisfaction metric measures a customer's overall satisfaction with their Siemens service experience. <p>As a result of actively listening and responding to customer insight, Siemens Smart Infrastructure implemented new programs and focused on ongoing improvements over the past two years to directly address customers' specific concerns.</p> <ul style="list-style-type: none"> • Service: We expanded our portfolio of service offerings, improved service delivery and service outcomes, introduced digital services offerings for remote service, and introduced the service portal that allows customers to track their service notifications and status. • Responsiveness: We achieved a 54% reduction over the last year for the time it takes to resolve an issue after receiving a customer request. • Staff: We added certified experts in the field to properly address our customers' specific needs plus more robust recruitment and training programs to ensure the highest levels of professionalism, knowledge, and expertise and employee engagement.

EXHIBIT A

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Deliver excellence is baked into our culture. In metropolitan areas customers typically receive emergency service in 2 hours and standard service in 4 hours. This may vary for outlying rural areas, but is addressed and agreed upon in the service agreement scope of work. Our service dispatch team and our 24/7 Customer Service Center ensure we meet these expectation regardless of the time of day our national holidays. There is an internal escalation process when issues arise that engages the leadership team to ensure customer expectation are met.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Siemens' US customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens' companies. The SI RSS Division can create synergies with sister Siemens companies making it easier for customers who want a convenient, one-stop provider for all their building infrastructure needs. We offer all the required products, systems, and solutions from a single source to safeguard the continuity of your business.</p> <p>Siemens mechanical service team has access to parts and equipment form all major manufacturers. In additional we have national reseller agreements with many of them to provide cost effective materials to our customers. Siemens is a Building Automation Services (BAS) industry leader through our control products, Desigo CC front end, and Building X Cloud based platform.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Siemens Canada will not be participating in this solicitation. Therefore, we will not be providing any products or services for any areas in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas in the US we cannot service. We have a geographically dispersed sales and support organization that covers the U.S. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in the United States. Siemens backs this group with subject matter experts from the Center of Competency (CoC) headquartered in Buffalo Grove, IL with 100+ branches and sales offices. In locations where we don't have a mechanical presence, Siemens can work with our network of providers to ensure we are able to meet the needs of Sourcewell participating entities. Siemens Canada will not be participating in this solicitation. Therefore, we will not be serving any areas in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All account types available under the awarded contract will be available to all participating entities. Siemens' full breadth of services and solutions as well as products covered by our contract may be offered. All Sourcewell participating entities will have full access to this contract	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, or in US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

EXHIBIT A

Table 4: Marketing Plan (100 Points)

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

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Siemens offers both free and fee-based training programs 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.</p>

EXHIBIT A

42	Describe any technological advances that your proposed Solutions 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.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Siemens is a world leader in sustainability management. A large percentage of our Building Automation Engineers are LEED accredited. Through our sustainability leaders, we offer programs to enable Cities and campuses the education and consultation that will guide the implementation of a cleaner, greener organization. Siemens has a US Sustainability Division that focuses on advancing the company's own decarbonization strategies to continue its path toward becoming 100% carbon neutral by 2030.</p> <p>Apart from the USGC LEED Accredited Professional program, we are also a member of the Association of Energy Engineers and nearly all of our Energy Engineers are Certified Energy Managers (CEMs) through AEE.</p> <p>The Sustainability Division manages the implementation of U.S. programs that support our carbon neutral goals, including the ongoing transition to a zero-emission fleet, installing the requisite electric vehicle infrastructure at targeted locations, identifying distributed energy and energy efficiency projects across key Siemens U.S. sites, and working with internal and external stakeholders and partners to help customers meet their own sustainability targets. Siemens was the first industrial company to pledge to become 100 percent carbon neutral by 2030 and announced this past December it has successfully passed the halfway mark.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None.
45	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 provide safe, secure, and comfortable learning and work environments that are also efficient and sustainable. A smart building, school, or campus from Siemens leverages data to create adaptable, people-centric environments that organizations rely upon. Our Smart Infrastructure division was created to deliver the highest value products and integrated solutions and services across mechanical services, building automation, fire and life safety, security, energy, and grid edge. Our uniquely comprehensive solutions portfolio leverages investments in digitalization, integration, artificial intelligence, cloud-based analytics, and IoT to meet our customers expanding challenges and expectations.</p> <p>Most notably and as an increasingly effective method to combat climate change, Siemens Building X is a digital building platform that empowers building owners and operators to make data-driven decisions that lead to improved sustainability, increased operational performance and higher building value.</p> <p>Finally, specifically with respect to mechanical services, we provide Smart Mechanical Services by combining traditional mechanical services with remote digital services and energy conservation to help our clients reduce the cost of owning and operating as well as improving the performance of their facility. Sourcewell participating entities can rely on us to help them move from reactive to more proactive services. In several instances we have implemented predictive maintenance to increase reliability of customers' existing HVAC infrastructure. Finally, our team has dedicated resources to assist our customers to go beyond monitoring indoor air quality by mitigating the issues that are uncovered through continuous monitoring. These solutions are customized for each organization and specific facility.</p>
46	What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).	<p>As mentioned previously, our employees are accredited by industry leading organization. These include USGC LEED Accredited Professional programs. We are also a member of the Association of Energy Engineers and nearly all of our Energy Engineers are Certified Energy Managers (CEMs) through AEE.</p> <p>Finally, our automation products are UL listed and BACnet Testing Labs compliant providing interoperability with other 3rd party controls systems.</p>
47	Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).	Siemens does not manufacture the HVAC equipment that we install, but we have purchasing partnerships with most major HVAC equipment manufacturers in the USA. Equipment and solutions provided under the Contract would meet industry standards such as SMACNA Standards, ACCA Standards, and EPA Regulations.

EXHIBIT A

Table 5B: Value-Added Attributes

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

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	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. *

EXHIBIT A

58	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>
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Siemens has a standard process for submitting proposals, booking orders, and invoicing for payment. Included in this response are several examples of these standard documents that have been to the Standard Transaction Document Samples section:</p> <ul style="list-style-type: none"> • Standard Transaction_Invoice • Standard Transaction_Purchase Order • Sourcwell Proposals_Solution and Service Agreement Projects • Siemens Terms and Conditions for Service Agreements – Mechanical • Siemens Terms and Conditions for Projects • Siemens Terms and Conditions for Services • Siemens Terms and Conditions for Projects may be found here: <ul style="list-style-type: none"> o https://assets.new.siemens.com/siemens/assets/api/uuid:f19dabfe-52bd-47ca-993e-aed699d8f6f6/siemens-projects-business-standard-terms-and-conditions-unrestricted.pdf • Siemens Terms and Conditions for Services may be found here: <ul style="list-style-type: none"> o https://assets.new.siemens.com/siemens/assets/api/uuid:42e38d59-ebe7-41f3-a0ab-86c87ec92ec2/siemens-service-standard-terms-and-conditions.pdf
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes, Siemens accepts credit card (P-card) payments for an additional fee to customers.</p>
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	<p>Pricing is presented as line item and per labor category pricing. Open market items for products will be discounted from Siemens' Industry MSRP/list price based on the discounts given to Siemens' Most Favored Customers. Additional discounts may be available at the time of proposal. For equipment, parts, materials, third-party subcontractor services, or other items where Siemens has no established MSRP/list price, costs will be marked up based on a percentage of cost per item listed on the price table in the proposal. Labor rates proposed are given to Siemens' Most Favored Customers.</p>
62	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.	<p>Siemens offers an average discount of 40.04% off commercial labor rates. Open market items for equipment, parts, and materials will be discounted off Siemens Industry MSRP/list prices for BAU, electrical, energy, and mechanical between 33.33% to 79.32% and off BAU Smart Air Quality products between 19.37% - 23.00% off MSRP/list prices.</p> <p>For equipment, parts, materials, third-party subcontractor services, or other items where Siemens has no established MSRP/list price, Siemens' markup on its cost is as follows:</p> <p>Siemens' Cost per Item x Multiplier \$0.01 thru \$150.00 x 2.00 \$150.01 thru \$500.00 x 1.75 \$500.01 thru \$5,000.00 x 1.65 \$5,001.00 and up x 1.55</p>
63	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume discounts will be considered and may be offered in proposals to participating entities.</p>

EXHIBIT A

64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open-market or open-sourced products will be offered at discounted off Siemens Industry MSRP/list prices or with a markup on costs per the pricing included in this proposal.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The prices proposed herein are item costs and do not include any applicable tax such as State Tax or, in some cases, Use Tax. If applied, taxes will be listed as separate line items on the proposal and the resulting invoice. Siemens reserves the right to charge for items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection for Siemens or third-party products and solutions. These may be extra charges imposed by Siemens or its vendors and subcontractors for a Sourcwell opportunity after the scope is fully identified.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The Sourcwell prices for all products and services listed on the contract include standard shipping, delivery, and freight charges within the continental U.S. (CONUS). If products are to be shipped outside of the continental U.S. (OCONUS), we reserve the right to charge additional shipping costs. Expedited shipping charges and other products that prevent it from being counted as a standard shipping cost are not included. Products not listed on the contract are subject to shipping, delivery, and freight charges both CONUS and OCONUS.	*
67	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.	*
68	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.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Siemens uses a 'check and balance' approach to the sales proposal process as well as the reporting process. Siemens Government Technologies, Inc. (SGT) is an entity that is legally separate from the Siemens Industry, Inc. (SII) entity. SGT operates under a Special Security Agreement (SSA) that allows SGT to hold security clearances. In addition to this function, SGT provides expertise in government contracts and operations. The SGT State Contracts team administers and manages all state contracts held by SII. This means all price proposals are reviewed by the SGT Contracts team for compliance prior to submission to the customer. The price and scope of work is reviewed for compliance with the contract terms and pricing. The SII sales teams rely on the SGT team to provide guidance when using the Sourcwell contract. After a Sourcwell order is received from a customer, the SGT Contracts team then reviews the order in our TrackIT sales application prior to releasing the order for booking. For the reporting process, SGT runs reports quarterly from the Siemens SAP system to identify Sourcwell 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 Sourcwell fee to be paid and submits the fee amount to the SII finance team for payment to Sourcwell. In all processes, there are at least two people involved to ensure the integrity of the data.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Siemens takes a value-based approach to service called Proven Outcomes. We help customer reach their goals and objectives with the support of knowledgeable service professionals, the latest technology and smart processes that increase productivity and efficiency. Siemens will track success through tracking and reporting of business KPIs. Examples of business KPIs include growth, compliance, customer satisfaction, operational efficiency, and safety. We will also track by other key indicators such as total business volume, revenue, sales by branch, marketing plan and training, touch points and traction, Sourcwell-related inquiries, year over year growth totals, year over year growth by vertical market and more.	*
71	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Siemens proposes that we apply an administrative 2% fee as a percentage of sales. The fee will not be shown on the proposal as a separate line item.	*

EXHIBIT A

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	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.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
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<p>73</p>	<p>Provide a detailed description of all the Solutions offered, including used, offered in the proposal.</p>	<ul style="list-style-type: none"> • Siemens is offering turn-key solutions and services for the maintenance and management of facilities, systems, and components in the following areas: • 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. • 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. Please visit this site for more information: https://www.siemens.com/us/en/products/buildingtechnologies/services/mechanical.html • 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. • 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. <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>
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EXHIBIT A

74	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"> • Command and Control Systems <p>Energy services</p> <ul style="list-style-type: none"> • Energy Efficiency • Total Energy Management • Energy Automation and Smart Grid <p>Electrical services</p> <ul style="list-style-type: none"> • Power Management • Low Voltage Power Distribution • Medium Voltage Power Distribution <p>Mechanical Services</p> <ul style="list-style-type: none"> • Preventive Maintenance - Boilers, chillers, air handlers, motors, etc. • Remote digital services combined with on-site service • On Site Analytics – vibration, thermographic studies, etc. • Comprehensive Maintenance – lifecycle planning, mechanical equipment condition assessment, etc. • Emergency response, repair, replacement, refurbish, retrofit, etc.
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
75	HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are a reseller of all the technologies mentioned. In addition, our Smart Air Quality™ Program incorporates continuous IAQ monitoring with mitigation solutions that are customized to meet our client's needs. We also incorporate operating cost reduction strategies along with these solutions to minimize the cost of improving the indoor environment. Refer to documents "Depth and Breadth.zip" in uploaded to the "Additional Documents" section.
76	Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	As a leading manufacturer of automation system, Siemens specializes in providing the technology, integrations, and software necessary to provide maximum value for your investment in these components and systems. Refer to documents "Depth and Breadth.zip" in uploaded to the "Additional Documents" section.
77	Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Siemens provides turnkey solutions and often are asked to work in partnership with our customers to provide possible solutions along with an analysis of the cost of owning and operating these solutions. We have provided all these services mentioned (installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy savings solutions, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization). Refer to documents "Depth and Breadth.zip" in uploaded to the "Additional Documents" section.

EXHIBIT A

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Siemens Sourcewell Price_#080824 HVAC Products and Related Services.xlsx - Monday August 05, 2024 14:02:58
 - [Financial Strength and Stability](#) - Siemens 2023 Annual Report.pdf - Wednesday July 24, 2024 13:30:33
 - [Marketing Plan/Samples](#) - Marketing.zip - Friday August 02, 2024 07:59:11
 - [WMBE/MBE/SBE or Related Certificates](#) - Siemens Supplier Diversity.pdf - Tuesday July 30, 2024 11:51:17
 - [Standard Transaction Document Samples](#) - Price - Standard Transaction Documents.zip - Monday August 05, 2024 14:01:08
 - [Upload Additional Document](#) - Depth and Breadth.zip - Friday August 02, 2024 13:00:46
 - [Requested Exceptions](#) - RFP_080824_Master_Agreement_HVAC Siemens requested exceptions.docx - Friday August 02, 2024 09:38:37
 - Additional Document (optional)

EXHIBIT A

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

EXHIBIT A

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_HVAC Systems with Related Products and Services_RFP_080824 Thu August 1 2024 10:18 AM	<input type="checkbox"/>	1
Addendum_7_HVAC Systems with Related Products and Services_RFP_080824 Tue July 30 2024 04:12 PM	<input checked="" type="checkbox"/>	2
Addendum_6_HVAC Systems with Related Products and Services_RFP_080824 Mon July 29 2024 04:00 PM	<input type="checkbox"/>	1
Addendum_5_HVAC Systems with Related Products and Services_RFP_080824 Fri July 19 2024 08:29 AM	<input type="checkbox"/>	1
Addendum_4_HVAC Systems with Related Products and Services_RFP_080824 Tue July 2 2024 03:42 PM	<input type="checkbox"/>	1
Addendum_3_HVAC Systems with Related Products and Services_RFP_080824 Mon July 1 2024 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC Systems with Related Products and Services_RFP_080824 Tue June 25 2024 11:27 AM	<input checked="" type="checkbox"/>	2
RFP 080824 HVAC Systems with Related Products and Services Thu June 20 2024 04:11 PM	<input type="checkbox"/>	1

EXHIBIT A



RFP #080824
REQUEST FOR PROPOSALS
for
HVAC Systems with Related Products and Services

Proposal Due Date: August 8, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for HVAC Systems with Related Products and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	June 20, 2024
Pre-proposal Conference:	July 17, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	July 31, 2024, 10:00 a.m., Central Time
Proposal Due Date:	August 8, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 8, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by current and future members including:

- Federal, Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions and similar agencies;
 - Crown corporations, government enterprises and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for HVAC Systems with Related Products and Services, including all types of heating, ventilation, air conditioning, indoor air quality and water heating or treatment solutions, such as:

- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on HVAC Systems with Related Products and Services. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Ice Rink and Arena Equipment with Related Supplies and Services (RFP #120320);
- b. Facility Assessment and Planning with Related Services (RFP #020421);
- c. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421);

- d. Facilities Maintenance Services (RFP #062421);
- e. Commercial Kitchen Equipment, with Related Supplies and Services (RFP #063022), and
- f. Facility MRO (Maintenance, Repair & Operations), Industrial & Building-Related Supplies and Equipment (RFP #091422).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 100 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the

opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements

Pass/Fail

Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



06/20/2024

Addendum No. 1

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Also, I do not see anywhere if our company has to be e-verified? Is this correct.

Answer 1:

Sourcewell does not require our vendors to be e-verified.

End of Addendum

Acknowledgement of this Addendum to RFP 080824 posted to the Sourcewell Procurement Portal on 06/20/2024, is required at the time of proposal submittal.



6/25/2024

Addendum No. 2

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I believe air filters would fall under the Facility MRO (RFP #091422) bid, and not this one. Could you please confirm whether that is correct?

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to determine the applicable content.

Question 2:

We are unable to download the documents for this RFP.

Answer 2:

The documents are available for download after registering for the opportunity. If you are having issues, technical support for the Sourcewell Procurement Portal is provided by bids&tenders. If you encounter technical issues, contact support@bidsandtenders.ca.

Question 3:

I'm unable to download the bid documents. System response is contact administration.

Answer 3:

See answer to #2 above.

End of Addendum

Acknowledgement of this Addendum to RFP 080824 posted to the Sourcewell Procurement Portal on 6/25/2024, is required at the time of proposal submittal.



7/1/2024

Addendum No. 3

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Due to a clerical error, the question submission deadline time was wrong in the original RFP. The RFP question submission deadline time has been updated.

Question Submission July 31, 2024, **4:30 p.m.**, Central Time
Deadline:

End of Addendum

Acknowledgement of this Addendum to RFP 080824, posted to the Sourcewell Procurement Portal on 7/1/2024, is required at the time of proposal submittal.



7/02/2024

Addendum No. 4

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.



Question 1:

Could you provide some clarity on what exactly needs to be uploaded for the standard transaction document samples?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to determine the applicable content in their response.



End of Addendum

Acknowledgement of this Addendum to RFP 080824 posted to the Sourcewell Procurement Portal on 7/02/2024, is required at the time of proposal submittal.



7/19/2024

Addendum No. 5

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we proceed with this RFP as one of the multiple entities within our company?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the methods for its proposal. Each proposer, in its discretion, will determine the approach that aligns with its business methods and satisfies all requirements of the RFP. Each proposer then has the opportunity in Step 1, Table 1, of the response process to articulate the proposer's legal name, included subsidiary entities, and assumed names or DBA names. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 080824 posted to the Sourcewell Procurement Portal on 7/19/2024, is required at the time of proposal submittal.



7/29/2024

Addendum No. 6

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding line 25: Supply reference information from three customers who are eligible to be Sourcewell participating entities. Specifically, does this mean entities that are not currently Sourcewell members?

Answer 1:

Question 25 reads, "Supply reference information from three customers who are **eligible** to be Sourcewell participating entities." It is left to the Proposer's discretion to select and identify references that meet the criteria stated in the questionnaire table.

End of Addendum

Acknowledgement of this Addendum to RFP 080824 posted to the Sourcewell Procurement Portal on 7/29/2024, is required at the time of proposal submittal.



7/30/2024

Addendum No. 7

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is our Service division eligible to bid as the lead proposer responding to this RFP?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

If resellers are eligible to bid on this RFP, could we use a "cost plus" method of pricing?

We would propose a model which is like other cooperative contracts because "cost" for resale may not be MSRP and/or not available (e.g. custom configured commercial HVAC). We would demonstrate compliance by submitting invoices verifying costs if requested from internal/external sources.

Answer 2:

Refer to RFP Section III. Pricing, A. Requirements.

Question 3:

Do we provide labor rates for services done by in-house labor (e.g. installation, maintenance, repair)?

Answer 3:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP.

Question 4:

Will there be an opportunity for Price revisions on an annual basis?

Answer 4:

Refer to the Sourcewell Master Agreement, Article 2, Sourcewell and Supplier Obligations, 2) Product and Price Changes.

Question 5:

As a manufacturer's representative, we represent multiple manufacturers across several states. If our submission is approved by SourceWell, will we have access to sell all manufacturers represented as part of the program, or will each individual manufacturer require separate approval?

Answer 5:

See Answer to Question #1 above.

End of Addendum

Acknowledgement of this Addendum to RFP 080824 posted to the Sourcewell Procurement Portal on 7/30/2024, is required at the time of proposal submittal.



8/1/2024

Addendum No. 8

Solicitation Number: RFP 080824

Solicitation Name: HVAC Systems with Related Products and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where can I find the exceptions contract template. Thanks

Answer 1:

The contract template was superseded by the Master Service Agreement, which is downloadable in the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 080824 posted to the Sourcewell Procurement Portal on 8/1/2024, is required at the time of proposal submittal.

Siemens #080824-SIE

Pricing for contract #080824-SIE offers Sourcewell participating agencies the following discounts:

- Pricing is presented as line items and per labor category rates. Prices shown are discounted from Siemens National Account Tiered labor rates on the discounts given to Siemens' Most Favored Customers for both products and labor.
- Additional discounts may be available at the time of proposal.

Siemens offers Sourcewell discounts off the MSRP/List Price per the following:

- Open-market or open-sourced products off MSRP/List Price per the following:
 - Building Automation products: 33.33% to 79.32%
 - BAU Smart Air Quality products: 19.37% - 23.00%
 - Labor: Average discount is 40.04% off commercial labor rates

Volume discounts will be considered and offered at the time of proposal.



Name:	SIEMENS INDUSTRY, INC.
Activity:	Contract / Service and Maintain Siemens Building Automation Controls for all HVAC Systems throughout LAX
Division:	Facilities Maintenance & Utilities Division
SAP No.:	10048999
Term:	3-year

The following Primary and Ancillary Insurance is required for this contract **with minimum limits** outlined and is subject to the terms and conditions set forth in Section 10 of the General Insurance Provisions in the Contract.

Primary Insurance	
(X) Required	Workers Compensation, Statutory Limits Employer Liability \$1,000,000 each accident \$1,000,000 each employee by disease \$1,000,000 policy limit by disease
(X) Required	General / Aviation Liability \$10,000,000 per occurrence \$15,000,000 general aggregate \$10,000,000 personal and advertising injury \$10,000,000 products/completed operations
(X) Required	Commercial Auto Liability \$10,000,000 combined single limit
() Required	Excess Liability Coverage Underlying Commercial Auto, Commercial General liability \$ ____ per occurrence \$ ____ general aggregate

Ancillary Insurance, as Required Below	
(<input type="checkbox"/>) Required	Professional Liability \$_____ per incident and \$_____ annual aggregate
(<input type="checkbox"/>) Required (refer to specific coverage required)	Property Insurance, All Risk/Special Form Coverage <input type="checkbox"/> Tenant Contents/Coverage for Personal Property <input type="checkbox"/> Replacement Value <input type="checkbox"/> Tenant improvements <input type="checkbox"/> Builder’s Risk Insurance <input type="checkbox"/> Earthquake coverage limit: - Replacement Value <input type="checkbox"/> Flood coverage limit: - Replacement Value <input type="checkbox"/> Terrorism coverage
(<input type="checkbox"/>) Required	Installation Floater
(<input type="checkbox"/>) Required	Pollution Legal Liability – Must meet policy limits. \$_____ per occurrence and \$_____ aggregate
(<input type="checkbox"/>) Required	Network Security and Privacy Liability (Cyber Liability) \$_____ per incident and \$_____ annual aggregate
(<input type="checkbox"/>) Required	Aircraft and Passenger Liability \$_____ per occurrence/per passenger fixed wing \$_____ per occurrence/per passenger rotorcraft
(<input type="checkbox"/>) Required	Garage Keeper’s Liability \$__ per occurrence and \$__ annual aggregate
(<input type="checkbox"/>) Required	Hangar Keeper’s Liability \$_____ per occurrence and \$_____ annual aggregate
(<input type="checkbox"/>) Required	Liquor Liability \$__ per occurrence and \$__ annual aggregate
(<input type="checkbox"/>) Required	Crime Insurance or Fidelity Bond \$_____ Theft, dishonesty, disappearance, forgery, alteration, and destruction

Once the contract is awarded, evidence of Contractor’s insurance, including all required endorsements, must be uploaded into Contractor’s insurance profile at PinsAdvantage.com, before a Notice to Proceed (NTP) can be issued. Please upload these Special Insurance Requirement with your evidence of insurance. Contact LAWA Risk Management at riskinsurance@lawa.org or your Contract Administrator responsible for your contract if you have questions.

06/2025

General Insurance Provisions

(version 11/2023)

10.1. **Primary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, the following types of insurance in amounts specified in the Special Insurance Provisions attached hereto and incorporated herein by reference.

10.1.1. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance as required by the State of California including coverage for Employer's Liability with limits per accident, employee, and disease.

10.1.2. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance (CGL) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to LAWA. Coverage shall be provided to LAWA for liability and any damage to property and injury or death of persons, unless caused by LAWA'S sole or active negligence or willful misconduct.

For construction contracts, completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in the Special Insurance Provisions can be met through a Contractor Controlled Insurance Program (CCIP), however, LAWA reserves the right to review and approve the program prior to starting work.

10.1.3. **Commercial Automobile Insurance.** Contractor shall maintain Commercial Auto Insurance written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. Insurance limits will vary depending on Contractor's access to Air Operations Area "AOA". All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

10.2. **Ancillary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, ancillary insurance coverages, if required by LAWA and identified in the Special Insurance Provisions, with terms and conditions outlined below:

10.2.1. **Professional Liability Insurance.** Contractor shall maintain Professional Liability Insurance providing coverage for the professional services provided under this Contract. The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

10.2.2. **Contractor's Pollution Liability Insurance.** Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by LAWA.

10.2.3. **Property Insurance.** Contractor shall maintain Property Insurance providing coverage for the building, including contents, tenant improvements, and/or builders' risk on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements Contractor may be required to insure, including flood and earthquake coverage, for not less than the full replacement cost. Property insurance deductibles are the sole responsibility of the Contractor and must be approved by LAWA.

10.2.4. **Installation Floater.** Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include LAWA as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.

10.2.5. **Pollution Legal Liability Insurance.** Contractor shall maintain Pollution Legal Liability Insurance providing coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The insurance shall cover cleanup, including cleanup of pollutants on and migrating away from the insured location, restoration, business interruption, and extra expense as a result of release of pollutants. Coverage shall apply to non-owned disposal sites and shall meet any requirements of proof of financial responsibility laws for underground storage tanks, if appropriate. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

10.2.6. **Network Security and Privacy Liability Insurance (Cyber liability).** Contractor shall maintain Network Security and Privacy Liability Insurance (Cyber liability) providing coverage sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of

copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

10.2.7. **Aircraft and Passenger Liability Insurance.** Contractor shall maintain Aircraft and Passenger Liability Insurance providing coverage for third party bodily injury and property damage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Limits will vary based on federal requirements, passenger and/or cargo capacity.

10.2.8. **Garage Keeper's Liability Insurance.** Contractor shall maintain Garage Keeper's Liability Insurance providing coverage that includes liability for loss or damage to vehicles which are the property of others and in the care, custody, or control of Contractor for storage, repair, or safekeeping.

10.2.9. **Hangar Keeper's Liability Insurance.** Contractor shall maintain Hangar Keeper's Liability Insurance providing coverage that includes liability for loss or damage to aircraft which are the property of others and in the care custody and control of Contractor for storage, repair, or safekeeping.

10.2.10. **Liquor Liability Insurance.** Contractor shall maintain Liquor Liability Insurance providing coverage that includes liability for claims arising from the sale or serving of alcohol on LAWA's premises. Coverage may be endorsed on the commercial general liability policy or through a stand-alone policy.

10.2.11. **Crime Insurance or Fidelity Bond Insurance.** Contractor shall maintain Crime Insurance or Fidelity Bond Insurance providing coverage for commercial crime insurance or a fidelity bond naming LAWA as a loss payee. The policy or bond shall cover theft, dishonesty, disappearance, forgery, alteration, and destruction caused by employee of Contractor.

10.3. **General Provisions:**

10.3.1. **Additional Insureds.** Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (referred to as "LAWA"), and its Board of Airport Commissioners, directors, officers, employees, their successors, and assigns as additional insureds.

10.3.2. **Primary Insurance.** Contractor's insurance shall be primary and non-contributory with any insurance maintained by LAWA and shall include cross liability or severability of interest, if applicable.

- 10.3.3. **Notice of Cancellation.** Contractor's insurance shall be endorsed to provide LAWA with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days notice of cancellation.
- 10.3.4. **Acceptability of Insurers.** All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by LAWA.
- 10.3.5. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention maintained by Contractor for any required coverage must be declared and approved by LAWA. LAWA reserves the right to request financial statements and Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.
- 10.3.6. **Insurance Compliance.** Contractor shall deliver to LAWA certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by LAWA. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until LAWA has approved insurance. LAWA reserves the right to request copies of required insurance policies, as needed.

Certificate holder shall read:

City of Los Angeles, Department of Airports,
also known as Los Angeles World Airports
P. O. Box 92216
Los Angeles, CA 90009
ATTN: Risk Management Department

Should Contractor fail to obtain and maintain the required insurance, LAWA reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by LAWA, plus administrative overhead.

- 10.3.7. **Maintenance of Insurance.** Contractor shall maintain all required insurance throughout the entire duration of this Contract without any lapse in coverage or reduction in required limits. LAWA reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.
- 10.3.8. **Waiver.** Contractor agrees to waive all rights of recovery against LAWA, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against LAWA. Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired. Contractor waives all right of recovery or subrogation against LAWA regardless of cause of damage.

10.3.9. **Self-Insurance.** LAWA recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including but not limited to naming LAWA as an additional insured and waiving rights of recovery. Any self-insurance shall be approved in writing by LAWA upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

10.3.10. **Subcontractors Insurance.** Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure in consultation with LAWA. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.

CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.