



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Fleet & Facility Mgmt (2FM)	Ferris Batie	312-257-0536	4/23/2018	
Contract Liaison	Email Contract Liaison	Telephone		
William Kelly	william.kelly@cityofchicago.org	312-744-6043		

List Name of NCRB Attendees/Department	
Ferris Batie / 2FM Kevin Dwyer / 2FM William Kelly / 2FM	

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Siemens Industry, Inc

Contact Person: Brett Binkley Phone: 847-226-3564 Email: brett.binkely@siemens.com

Project Description: Full Preventative Maintenance and Optional Upgrade of Siemens Equipment at 311 and 911 Centers Five Year Initial Term + 3 Year Time Extension.

This is a request for:

New Contract Amendment / Modification

Contract Type

Blanket Agreement Term: 60 (# of mo) Time Extension Vendor Limit Increase Scope Change

Standard Agreement

Contract Number: _____
Specification Number: 646385
Modification Number: _____

Department Request Approval	Recommended Approval
<i>David Reynolds SB</i>	<i>Steven M. Lobsoda</i>
DEPARTMENT HEAD OR DESIGNEE	BOARD CHAIRPERSON
<u>DAVID J. REYNOLDS</u>	<u>STEVEN M. LOSODA</u>
PRINT NAME	PRINT NAME
<u>1/16/19</u>	<u>1/29/2019</u>
DATE	DATE

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

Approved Rejected

John G. M.

CHIEF PROCUREMENT OFFICER 29 January 2019

DATE



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Siemens has maintained the existing systems for several years. The Centers invested in field panel upgrades to PXC IP based technology in 2011. Siemens has since been maintaining the existing generation of installed systems till 2016. Siemens has been the only vendor to repair and maintain the life and safety and building automation systems on Siemens owned proprietary equipment. These are considered to be critical City buildings.
2. This is a continuation of previous procurement from the same vendor. Siemens has been responsible for installing the Life & Safety HVAC equipment into the 311 and 911 centers since the mid 1990's.
3. Since the equipment is proprietary (produced under the exclusive legal right of the manufacturer) all repair and maintenance must be done through Siemens.
4. Services rendered are for maintenance of proprietary equipment. Proposals were received to remove existing equipment and install non-proprietary equipment, the cost to replace was over \$500,000 + the cost of servicing the equipment. Siemens is a dependable vendor and replacing the existing equipment would be an unnecessary and expensive cost to the city.
5. Future request will continue until a major investment is made to replace the existing the proprietary equipment.
6. Future competitive bidding is possible if all of the equipment is replaced with non-proprietary systems at a substantial cost to the City.

ESTIMATED COST

1. Attached is a five year + 3 year extension option breakdowns for a full maintenance platinum package which includes maintenance and repairs for the equipment located at the 911 and 311 centers. The funding source is 019-0100-38-4105-0162-220162.
2. The average cost per fiscal year, with optional upgrades is \$215,790.00.
3. Cost is estimated from costs proposals from vendor solicited.
4. The vendor has been the maintenance contractor since the inception, thus having substantial investment in the system. Current proposal includes further upgrading of existing equipment, increasing the vendor's investment in the system. There are cost savings to the City because abandoning the proprietary equipment would be a much larger expense where compared to upgrading the existing system.
5. Current proposal includes upgrade to equipment that has reached or near end-of-service. During the first three years of the contract annual cost are higher because of the improvements scheduled for the equipment. Following years are lower annually because the scope of services is to maintain existing equipment.

SCHEDULE REQUIREMENTS

1. The requirements for both systems are included in the scope of service which is provided in detail by Siemens and included in this package. 2FM's intent is to have a full maintenance contract for the 911 and 311 centers. An additional component of the package is that Siemens will upgrade the existing equipment to meet current standards.
2. Lack of drawings and/or specifications is not a constraining factor to competitive bidding. All equipment is proprietary to Siemens Industry, Inc.
3. Proposed schedules are critical for upgrades and routine maintenance to meet current standards.



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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

4. Competitive bidding for this contract is only possible if a substantial investment is made to remove the existing proprietary equipment with equipment that multiple vendors can bid a maintenance contract. Delays in the contract award could result in periods where there is not a maintenance contractor to address day-to-day operational needs and emergency outages. Equipment failures potentially could shut down 911 and 311 Center operations.

EXCLUSIVE OR UNIQUE CAPABILITY

1. 2FM is not contemplating hiring this firm as a Professional Service Consultant

2. Siemens is a licensed manufacturer and installer of OEM automation and fire systems. All technicians have extensive OEM factory training.

3. Siemens is best suited to complete the work for this contract because they manufacture and maintain the products and software for the Fire Life Safety and Automation systems currently installed at the Centers. Siemens has proactively upgraded the automation system to the latest PXC IP based technology. The installed equipment's firmware and programming is Siemens based, which requires Siemens technician tools to interface. As technology continues to evolve and improve, Siemens can seamlessly upgrade firmware and make software and programming upgrades to its own software based on future needs of the centers. Siemens software security patches continue to be upgraded and installed to keep the centers Life Safety & Automation system secure from cyber threats.

4. The local Siemens branch has over 300 people on staff to service the Automation and Fire Life Safety systems installed at 911 & 311 Centers. This depth of personnel ensures that no matter what might happen, Siemens will have the resources to keep the facilities Building Automation System & Fire Life Safety critical infrastructure running and under control.

Siemens Chicago Team and Resources

- Licensed manufacturer and installer of automation & fire systems – OEM
- Technicians have extensive OEM factory training
- Branch location less than 15 miles from site with 300 Siemens factory trained employees
- Siemens US home office 30 miles from site with complete staff available to problem solve any situation
- Siemens factory and warehouse located at US home office with tens of millions of dollars worth of product used at Centers which means easy access to full inventory
- R&D and software development center in downtown Chicago
- Downtown office in Chicago loop

5. Siemens offers a comprehensive program that allows Centers to operate without budget risk. Siemens owns, at its own risk, project integration, operations and engineering support. The agreement includes labor and material required for 911 & 311 Centers to manage their Building Automation and Fire System assets within the allotted budget.

- Maintenance and services implemented under the following standards and guidelines: NFPA, OSHA, NEMA, ADA, MOPD, CEC, & ASHRAE
- Full preventative maintenance program
- Perform ongoing calibrations and loop tuning on end devices
- Resolve work orders issued by Centers
- Monthly fire systems reports to assist with insurance regulations
- Perform on and offsite system backups
- Respond to afterhours emergency calls
- Conduct Center personnel training for engineers

Since 2014, Siemens also upgraded 30 existing legacy panels, which means all Siemens panels communicate on the City ethernet network. Under agreement, Siemens will install Desigo CC platform, our next generation IT based



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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

platform used for Total Building Solutions at the Centers to integrate Automation, Life Safety, and Security systems.

6. A competitor would not be able to upgrade software, programming, or provide security patches which translates to major liability for the 911 & 311 Centers on the installed system assets.

- Major liability to the Centers could result in issues with keeping the them safe from fire and loss of life
- The Fire Life Safety and SMS system are integrated through Siemens software which allows communication of all critical Life Safety data seamlessly to facility personnel
- It is critical the system connection allows data to seamlessly flow due to the need for fast response times during emergency events

For a competitor to takeover these systems they would have to provide extensive capital system upgrades including:

- Replace the automation server and 30 supervisory field panels with estimated market costs of \$15,000 per panel for \$450,000 in upgrades alone
- Replace Life Safety and HVAC end devices due to capability issues with hardware; this figure could be another \$2.5 MM in market upgrade costs
- During these upgrades the centers would be running two separate systems until both facilities are fully upgraded; would be considerable system downtime during the upgrades
- Center personnel would be working on disparate systems while needing extensive training on another system

Estimated Competitor Costs to Replace Siemens Systems:

Automation Server and Clients	\$150,000
Automation Supervisory Field Panels	\$450,000
Automation & Fire End Devices	\$2,500,000
Total Cost	\$3,100,000

7. All equipment and Software is proprietary to Siemens. The systems would have to be completely replaced at a substantial cost.

8. Siemens is the only authorized distributor for parts and materials related to these services.

OTHER

1) N/A



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

<p>Date: 1/10/2019</p> <p>Department Name: Fleet and Facility Management (2FM)</p> <p>Regulation No: 218966 Specification No: 646985</p> <p>PO No: Modification No:</p> <p>Contract Liaison: William Kelly</p> <p>Telephone: 312-744-8043</p> <p>Email: william.kelly@cityofchicago.org</p> <p>Project / Program Manager: Ferris Batie</p> <p>Telephone: 312-745-1629</p> <p>Email: Ferris.Batie@cityofchicago.org</p> <p>Click One: <input checked="" type="checkbox"/> New Contract Request</p> <p><small>*By signing below, I attest the estimates provided for this contract are true and accurate.</small></p> <p><small>*Project / Program Manager Signature</small> <i>Ferris Batie</i></p> <p><small>*Commissioner/Authorized Designee Signature</small> <i>David Reynolds</i></p>	<p><small>For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.</small></p> <p>Note:</p> <ol style="list-style-type: none"> 1) Funding: Attach information if multiple funding lines 2) Individual Contract Services: include approval form signed by all parties 3) ITGB: If project valued at \$100,000.00 or more, attach approval transmittal sheet. <p>Contract Liaison Signature <i>William Kelly</i></p> <p><small>*By signing this form, I attest that all information provided is true and accurate.</small></p> <p>Project Title: Non-Competitive Procurement Agreement - 5 Year Initial Term</p> <p>Project Description: FULL PREVENTATIVE MAINTENANCE OF SIEMENS EQUIPMENT AT 911 AND 311 CENTERS</p> <p>Funding:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Corporate</td> <td><input type="checkbox"/> Bond</td> <td><input type="checkbox"/> Enterprise</td> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/> Other:</td> </tr> <tr> <td><input type="checkbox"/> IDOT/Transit</td> <td><input type="checkbox"/> IDOT/Highway</td> <td><input type="checkbox"/> FHWA</td> <td><input type="checkbox"/> FTA</td> <td><input type="checkbox"/> FAA</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LINE</th> <th>FY</th> <th>FUND</th> <th>DEPT</th> <th>ORGN</th> <th>APPR</th> <th>ACTV</th> <th>PROJECT</th> <th>RPTG</th> <th>ESTDOLLAR AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>019</td> <td>0100</td> <td>038</td> <td>4105</td> <td>6125</td> <td></td> <td></td> <td></td> <td>\$1,078,950</td> </tr> </tbody> </table> <p>Purchase Order Type:</p> <p><input checked="" type="checkbox"/> Blanket/Purchase Order (DUR)</p> <p><input type="checkbox"/> Master Consultant Agreement (Task Order)</p> <p><input type="checkbox"/> Standard/One-Time Purchase</p> <p>Procurement Method:</p> <p><input type="checkbox"/> Bid <input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> RFI</p> <p><input type="checkbox"/> Small Order</p> <p>Special Approvals Required:</p> <p><input type="checkbox"/> Emergency</p> <p><input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)</p> <p><input type="checkbox"/> Request for Individual Contract Services</p> <p><input type="checkbox"/> Information Technology Governance Board (ITGB)</p> <p><input type="checkbox"/> IDOT Concurrence</p> <p>Purchase Order Information:</p> <p>Contract Term (No. of Months): 60</p> <p>Extension Options (Rate of Recurrence): 3 X 1 Year</p> <p>Estimated Spend/Value: \$ 1,078,950.00</p> <p>Grant Commitment / Expiration Date: N/A</p> <p>Pre-Bid/Submittal Conference: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Mandatory <input type="checkbox"/> Site Visit</p> <p><input type="checkbox"/> Modification or Amendment</p> <p>Modification Information:</p> <p>PO Start Date: _____</p> <p>PO End Date: _____</p> <p>Amount (Increase/Reduction): _____</p> <p>MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)</p> <p><input type="checkbox"/> Full Compliance <input checked="" type="checkbox"/> Contract Specific Goals</p> <p><input type="checkbox"/> No Stated Goals <input type="checkbox"/> Waiver Request</p> <p><input type="checkbox"/> Risk Management / EDS / IDOT</p> <p>Insurance Requirements (included) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>EDS Certification of Filing (included) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>IDOT Concurrence (required) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Contract Type:</p> <p><input type="checkbox"/> Architect Engineering <input type="checkbox"/> Commodity <input type="checkbox"/> Construction <input type="checkbox"/> JOC <input type="checkbox"/> SBI</p> <p><input type="checkbox"/> Professional Services <input type="checkbox"/> Revenue Generating <input type="checkbox"/> Vehicle & Heavy Equipment</p> <p><input checked="" type="checkbox"/> Work Service <input type="checkbox"/> Joint Procurement <input type="checkbox"/> Reference Contract</p> <p>Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes ___ No ___</p> <p>Modification/Amendment Type:</p> <p><input type="checkbox"/> Time Extension <input type="checkbox"/> Scope Change/Price Increase /Additional Line Item(s)</p> <p><input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Requisition Encumbrance Adjustment</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>Vendor Information</p> <p>Name: Siemens Industry, Inc.</p> <p>Contact: Brett Binkley</p> <p>Address: 565 Slawin Ct., Mt. Prospect, IL 60058</p> <p>E-mail: Brett.Binkley@Siemens.com</p> <p>Phone: 847-226-3564</p>	<input type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT	1	019	0100	038	4105	6125				\$1,078,950
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1	019	0100	038	4105	6125				\$1,078,950																						

William Kelly
1/23/2019

1. DETAILED SPECIFICATIONS

1.1. SCOPE

The Contractor must furnish all supervision, labor, materials, instruments, tools, services, reports and transportation as required for the Full Preventive Maintenance of the Siemens Life Safety and HVAC Equipment at the 911 and 311 Centers. See Attachment Number two (2) for the Full Preventive Maintenance Scope of work. The Full Platinum Preventive Maintenance cost for the 911 and 311 centers is outlined in Attachment Number one (1). This cost will be paid quarterly.

1.2. INTENT

It is the intent of the City of Chicago to have Full Preventive Maintenance of all Siemens Life Safety and HVAC Equipment at the 911 and 311 Centers. It is the City's Intent for the Contractor to be 100% responsible for the Siemens equipment. Attachment two (2) outlines the Contractors scope of work and their responsibilities.

1.3. MONTHLY SERVICE REQUIREMENTS

- Desigo CC Automation software upgrade subscription
- Software and hardware maintenance, troubleshooting, and upgrades for Desigo CC Automation and Fire System graphics, points, alarm, and database
- Training on new Desigo CC including Fire XLS platform for personnel
- Automation healthy report to diagnose network and system performance
- Evaluation of data networks include analysis of bandwidth, disturbances, and network traffic
- Ensure network data security by updating software patches, passwords, and firewalls
- Run point summary report including points in alarm and operator override points
- Run PPCL report and document unresolved points
- Add or modify applications, sensors, points, panels and /or software where needed to improve building operation and performance
- Run Desigo energy dashboard reports
- Modify and perform necessary upgrades to system graphics to Desigo enhanced version
- Clean up and remove unused graphics
- Facility directed support to troubleshoot issues and resolve work orders on Automation and Fire XLS systems
- A point(s) need to be added to an existing piece of equipment to a local panel, this would be done under the contract.
- Preventive Maintenance Fire and Building Automation System
- Repair and Replacement all Siemens equipment found defective

- As equipment is found to be defective on normal PM, the equipment will be replaced to keep system operational, all labor for repair and replacement of equipment found defective
- Monthly Fire System FAS reporting to help with insurance regulations
- Monthly Building Automation reports of PM performed
- Perform scheduled backups of workstation database and graphics and/or field panel databases and provide safe storage of critical business information on a weekly basis
- Secondary back up kept in separate Siemens virtual and physical location
- Restore databases on-site within emergency response time frame when required
- Emergency Service on line within 2 hours.
- Emergency Service on-site within 4 hours
- Control Loop Evaluation and Tuning includes software control check's on Direct Digital Controls for AHU's, Chilled Water Plant, and High Temperature Water System
- Provide system commissioning to verify system sequence of operation working as designed
- Utilize Siemens CAP+ Analysis tool to troubleshoot and optimize air flow and temperature parameters on VAV Boxes
- Ongoing operator coaching and training of personnel in operation of System(s)
- Analyze and submit for review any recommendations to improve system performance.
- Check clean and calibrate all input/output devices at field panel
- Check all electrical wiring and tighten loose connections at field panel
- Verify all pneumatics are working properly including air pressure and checking/fixing leaks on supply and branch lines
- Verify Sensor readings with computer and replace sensors as needed.
- Inspect operation of mechanical systems and verify capability of integrated systems.

1.4. VISITING WORK SITE (S)

The Contractor will visit the site of the proposed work and become thoroughly familiarized with the location and conditions which may be encountered and which will affect the proposed work. No allowance will be granted because of lack of knowledge of such conditions.

Such an examination of the work sites will be presumed upon submittal of a bid proposal and submission of a bid proposal will constitute the Contractor's acceptance of all site conditions. To arrange a site visit Contact:

Department of Fleet & Facility Management

30 North La Salle Street Ste. 300 Chicago, Illinois 60602

at (312) 747-6043

1.5. CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(*) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

1.6. PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this Contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and must repair and pay for damages to new and existing structures, material, equipment; plant, stock and apparatus during the course of the work, where such damage is directly due to work under this Contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

1.7. INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any replacement parts are done in a timely manner to allow our systems to be operational one hundred percent (100%) of the time.. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding

1.8. REPLACEMENT PARTS

Replacement parts, components, assemblies and/or accessories furnished under this Contract must be genuine replacement parts as manufactured or supplied by the Original Equipment Manufacturer (O.E.M.) unless O.E.M. replacement parts, components, assemblies and/or accessories are no longer available.

All replacement parts, components and/or assemblies furnished that are not O.E.M. are to be considered "Generic" and must be compatible and interchangeable with existing City owned equipment. The Department must be informed of any "generic" replacement parts used and reserves the right to refuse the use of those replacement parts.

All parts are included in the Full Preventive Maintenance yearly budget. The City will pay no additional money for parts.

1.9. BASIS OF PAYMENT

The Contractor will be compensated for work completed under the terms and conditions of this agreement on a monthly or quarterly basis, whichever meets the best needs of the City, The amount of payment is set forth in the "Advantage Services" proposal dated December 12, 2018.

1.10. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure to comply with the terms of this paragraph may be cause for rejection of proposal.

The City reserves the right to reject proposal which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need

1.11. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure to comply with the terms of this paragraph may be cause for rejection of proposal.

The City reserves the right to reject proposal which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need




DEPARTMENT OF FLEET & FACILITY MANAGEMENT

MEMORANDUM

January 23, 2019

To: Shannon E. Andrews
Chief Procurement Officer
Department of Procurement Services

From: 
David J. Reynolds
Commissioner
Department of Fleet and Facility Management

Subject: Full Preventative Maintenance of Siemens Equipment at 911 and 311 Centers
New Contract Request: Non-Competitive Review Board - Siemens Industry, Inc.
Requisition# 218966, Specification# 646385

The Department of Fleet and Facility Management (2FM) requests approval and assistance in awarding a five (5) year non-competitive procurement contract to provide full preventative maintenance of Siemens equipment at the 911 and 311 centers. The current contract is due to expire February 13, 2019.

Siemens holds the existing non-competitively procured contract and has done an exceptional job maintaining the monitors for all fire alarms, life safety alarms, and electrical and mechanical building systems throughout the 311 and 911 Centers. These systems are critical for the safety and security of all personnel and civilians who are in these facilities at any given time.

The Siemens operating system cannot be maintained by anyone other than Siemens due to its proprietary nature. As of right now it is not possible to have an "open protocol system" between the Siemens operating system and another manufacturer's operating system that would allow other manufacturers to maintain the Supervisory Monitoring System. With respect to fostering competition, it would require installing a completely new system at a cost that is estimated to be approximately \$3 million dollars. 2FM believes the best value can be achieved by building on the significant investment to date in Siemens hardware and software and continuing to standardize around Siemens products.

The funding line for this procurement is 019-0100-38-4105-0162-220162. The projected dollar value for the initial five-year term of the agreement is \$1,078,950.00.

Attached to this memo are the DPS Checklist and NCRB Application and required documents

Please contact William Kelly at (312) 744-6043 if you have any questions or concerns.

Thank you for your cooperation.



Advantage Services[®]

Agreement for OEMC 911 & 311 Centers

December 12, 2018

SIEMENS



Advantage Services

Agreement for OEMC 911 & 311 Centers

December 12, 2018

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

True to our tradition of Forward and Backward compatibility, our upgrade solution will utilize much of your existing infrastructure, thus minimizing downtime and unnecessary capital expense. Our *Fast Forward* migration strategy leverages much of your current system hardware, eliminating the need to replace field end devices or wiring. As shown in the scope details below we will also be updating your field panel hardware and/or firmware utilizing our *Fast Forward* methodology. The *Fast Forward* strategy allows us to provide you with a cost effective and efficient means to upgrade your system.

OEMC contains third party ESI panels including (7) failed field panels and (3) terminal equipment controllers. These pieces of equipment are no longer functioning. In addition to upgrading OEMC to Desigo CC, Siemens will replace failed ESI equipment under this agreement in Proposal Year 1. This will allow operations and maintenance personal to have full monitor and control of this equipment, which currently puts the facility at risk for downtime.

1.2 Customer Objectives

~~Full coverage preventative maintenance and upgrade of Siemens/third party equipment at 911 & 311 Centers. Siemens Building Technologies has a roadmap to *Fast Forward* your system to the latest platform. The migration modernizes your building automation system, giving it enhanced functionality and flexibility. Your existing control components are updated to fully integrate to the Desigo CC Workstation. By reusing your existing field panel enclosures, wiring, sensors and actuators, we reduce wiring complexity, minimize downtime, and control migration costs.~~

1.3 Current Situation

Your initial investment in the Siemens automation system many years ago now provides a strong foundation for the future. The *Fast Forward* program allows you to migrate at much lower costs by retaining as much as possible of your existing investment. As your business partner, Siemens is backing our commitment to help you stay current with new technology by extending the value from your past system investments. This migration strategy allows you to leverage your past investments in engineering, programming, training, hardware and software.

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has

built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.



Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Reduced operating risk

Facility Assessment & Planning

In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection

Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services

Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management

Management of critical building system and compliance information with organization and access determined by your needs

Corrective Services

Immediate response to system failures or faults to restore functionality and integrity to desired state



Optimize Performance & Productivity

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Maximized energy efficiency

Optimization Planning

Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services

Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

System Improvements & Integration

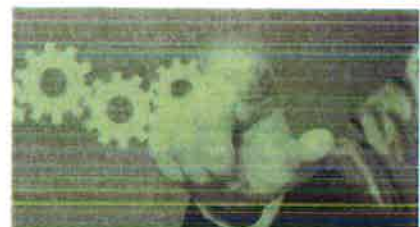
Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies

Training & Operational Support

Training, coaching, and on-site support to increase staff productivity and knowledge

Managed Services

On-site and/or remote resources monitor system events and alarms and take appropriate action



Protect Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

Technology Planning

Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades

Software upgrades and firmware updates are completed, delivering the most current technology and functionality

System Migration / Modernization

Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions

Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services

Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance

Performance Reporting • Quality Assurance Meetings

2.1 HVAC CONTROL SERVICES – Automation

2.1.1 Customer Support Services

Operator Coaching

Through our individual Operator Coaching, Siemens will review and reinforce learned skills, helping to lead to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, Siemens can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will help to promote better utilization of systems and applications implemented in your facility.

Under this Agreement Siemens shall provide continuous onsite coaching, which will be conducted on normal business days and hours, during scheduled visits.

2.1.2 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 4 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable Siemens to remotely access your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by you. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to help to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Software Maintenance

Using appropriate tools from Siemens' suite of diagnostic tools, Siemens periodically performs system diagnostics and then takes corrective actions to help to ensure that the Building Automation System is performing at peak efficiency or to Customer requirements. Siemens makes sure that software changes are clear and consistent, address any failed points, points in alarm, points in operator priority and take corrective action. Siemens identifies and corrects software corruption and inconsistencies; eliminates duplicate points, redundant loops and causes of unnecessary traffic; and addresses unresolved points and alarm reporting problems. This will help to ensure that the system operates quickly, accurately and efficiently as originally designed and installed or as determined by current standards or requirements.

Control Loop Tuning

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will help to ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service are itemized in the List of Maintained Equipment.

Preventive Maintenance

Unitary and Terminal equipment can, by their nature, under-perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through this service, we can pinpoint which systems have possible air flow or temperature control problems. Reports are generated on those terminal equipment controllers, which can then be investigated and resolved. The equipment to be included as part of this service, is listed in the List of Maintained Equipment in this service agreement.

Data Protection & Data Recovery Services

Siemens will perform scheduled database backups of your workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, Siemens will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The Equipment to be included as part of this service is itemized in the List of Maintained Equipment.

Network Maintenance

Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize, and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance ensures the highest speed of communication and accuracy of control, alarming, and reporting

across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. Siemens may also make recommendations on changes to the core network infrastructure if structural limitations are identified during the analysis. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained Equipment.

Preventive Maintenance

Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location.

Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will help to extend equipment life, reduce energy consumption, and help to reduce the risk of costly and disruptive breakdowns. The list of field panels and/or devices included under this service is identified in the List of Maintained Equipment.

Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this Agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered but that Siemens believes should be repaired or replaced will be brought to the Customer's attention.

2.1.3 System Performance Updates & Upgrades

Software Support and Upgrades

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software. We will also provide corresponding support documentation outlining the features of the releases. Included is onsite training to familiarize you with the new features along with their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

Scope of Digital Services

The CloudFIMs Data Driven Services program includes:

- FDD - Fault Detection and Diagnosis services (Siemens FDD, Analytics, and Recommendations).
- Analysis of CloudFIMs Facility Improvement Measures
- Remote Services implementation of CloudFIM improvement measures and corrective actions to maintain system optimization (Implementation of fixes based on Remote Services means)
- Performance Reporting (See Appendix A)

List of CloudFIMs

The following are typical analysis tests that are conducted through Siemens data analytics platform Navigator. If applicable, corrections to the system will be made remotely by a Siemens Remote Service Specialist upon customer approval. The following table defines the possible FDD Analysis and Remote Corrective Actions.

System	CloudFIM Analysis Test	FDD Analysis	Remote Corrective Action
Three (3) Air Handling Units	Supply air static pressure reset deviation correction or implementation	✓	✓
	Supply air temperature reset schedule deviation correction or implementation	✓	✓
	Re-enabling Free cooling when it is not enabled or not working	✓	✓
	Simultaneous heating and cooling elimination	✓	✓
	Over ventilation prevention	✓	✓
	Re-enable Equipment Scheduling	✓	✓
	Outside air temp sensor deviation correction	✓	N/A
One (1) Boiler System	Boiler reset schedule deviation correction or implementation	✓	✓
One (1) Chiller System	Low secondary chilled water Delta I	✓	N/A
	Excess Chiller Capacity Online	✓	N/A
	Tower approach temperature is greater than design parameter	✓	N/A

N/A = Not Applicable

Definitions of Digital Services Scope

FDD – Fault Detection and Diagnostics

FDD is a process that uses advanced analytics to capture building performance data and analyze it to detect mechanical or operational faults that can impact occupant comfort, energy consumption or asset lifecycles. FDD helps building owners and operators proactively estimate the impact of these faults and prioritize system repairs or upgrades to correct the issues.

Energy Savings Analysis and Facility Improvement Measurement

Siemens will provide remote analysis of facility cost of operations to identify opportunities for Energy Efficiency improvements. Siemens will also help to identify low cost and no cost improvements for immediate implementation. Siemens will analyze and recommend facility improvement measures focused on critical systems.

Remote Services

A Remote Service Specialist performs off site services including analysis, baseline testing and report generation of a site’s workspace where responsiveness is increased by reducing the need to visit the site to address specific situations. Additionally, cost is reduced due to less frequent travel and multisite utilization along with less intrusiveness on the network and workspace during normal hours of operation. *Note: Environmental factors include increased efficiency of systems with data analysis driving optimal performance and reduced emissions from fewer truck deployments.*

Schedule

Description	Type of Service	Frequency
Install Navigator FDD data analytics platform	Software/ Remote	One time
Energy Savings Analysis and Facility Improvement Measures (FIMs)	Remote	One Per Year
Remote Services implementation of improvement measures and corrective actions to maintain system optimization	Remote	One Per Year
Performance Reporting	Reporting	Quarterly
Navigator Chiller Dashboard	Reporting	On demand

Exclusions and Clarifications

a) Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

b) Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

c) Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control

3 Service Implementation Plan

3.1 HVAC Control Services – Automation On-site Response Time and Call Windows

Attribute	
Emergency Online/Phone Response	4 hours
Response time - onsite for critical components	4 hours - labor to appear onsite is covered within this response time coverage*
Response time - onsite for non-emergency	24 hours - labor to appear onsite is covered within this response time coverage*
Hours of Service	24 x 7 - Response time labor is covered within these hours of service
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See [List of Maintained Equipment](#) to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

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Siemens Building Technologies Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System Performance Updates	Software Support and Updates	Desigo CC Auto 1,000 Points Software Upgrade Service	2			
Services (Times per year): Software Update (1)						

System 600 ALN	System 600 ALN	PXC MODULAR	29			
Services (Times per year): Preventative Maintenance (1) - R & R Labor & Material (N/A) - Software Maintenance (1)						

System 600 FLN	System 600 FLN	TEC - Electronic Outputs	169			
Services (Times per year): Preventative Maintenance (1) - R & R Labor & Material (N/A)						

System Level	System Level	TEC - VAV Box Control Check	169			
Services (Times per year): Preventative Maintenance (1) - R & R Labor & Material (N/A)						

Control Systems - Summary Level	Network Maintenance	NPDT - P2 - ALN	1			
Services (Times per year): Network Maintenance (1)						

Control Systems - Summary Level	Data Protection & Data Recovery	Panel B/U on-site	29
Services (Times per year): Data Protection & Recovery Services (4)			

Control Systems - Summary Level	Control Loop Tuning	Periodic Loop Tuning	29
Services (Times per year): Control Loop Tuning (1)			

System 600 FLN	System 600 FLN	TEC - Electronic Outputs using CAP	169
Services (Times per year): Controller Analysis Program (1) - R & R Labor & Material (N/A)			

3.3 Full Coverage System's - See Below & Attached Exhibit A

Siemens shall provide full coverage on all DDC control devices for the following OEMC building systems. Exclude's mechanical replacement and installation of valve's & dampers

911 Center

1st Floor Mechanical Room 162

Equip ID	Equipment Description
BLR-1	Boiler-1
BLR-2	Boiler-2
P-4	Primary HW Pump 4
P-5	Primary HW Pump 5
P-6	Primary HW Pump 6
P-7	Secondary HW Pump 7
P-8	Secondary HW Pump 8
OAT/H	Outdoor Air Temperature/Humidity Sensor
CLR-1	Chiller-1
CLR-2	Chiller-2
CLR 3	Chiller 3
P-1	Primary CHW Pump 1
P-2	Primary CHW Pump 2
P-3	Primary CHW Pump 3
P-9	Secondary CIW Pump 9
P-10	Secondary CHW Pump 10
SB-1	Steam Boiler

1st Floor Generators & Cooling Towers

Equip ID	Equipment Description
G 1	Generator 1
G-2	Generator-2
EF-15	Generator Rm 163 Exhaust Fan
EF-16	Generator Rm 164 Exhaust Fan
EF-19	Switchgear Rm #2 Exhaust Fan
EF-20	Switchgear Rm #1 Exhaust Fan
EF-11	Transformer Vault Rm # 168 Exhaust Fan
EF-12	Transformer Vault Rm # 168 Exhaust Fan
EF-13	Transformer Vault Rm # 165 Exhaust Fan
EF-14	Transformer Vault Rm # 165 Exhaust Fan
CT-1	Cooling Tower #1
CT-2	Cooling Tower #2
CT-3	Cooling Tower #3
P-11	Condenser Water Pump #11
P-12	Condenser Water Pump #12
P-13	Condenser Water Pump #13
P-14	Condenser Water Pump #14

1st Floor VAV Boxes

Equip ID	Equipment Description
VAV's	Variable Air Volume Boxes - Qty 24

Mechanical Rm Mezzanine Rm 61

Equip ID	Equipment Description
AHU-2	Air Handling Unit #2
HV-01	Air Handling Unit HV-01 - Central Plant
EF-24	Exhaust Fan - Central Plant

Mechanical Rm Mezzanine Rm 64

Equip ID	Equipment Description
AHU-01	Air Handling Unit #01
AHU-03	Air Handling Unit #03
AHU-04	Air Handling Unit #04

Mezzanine VAV Boxes

Equip ID	Equipment Description
VAV'S	Variable Air Volume Boxes - Qty 12

Mezzanine Miscellaneous

Equip ID	Equipment Description
S-2	Stairwell Pressurization Fan
S-3	Stairwell Pressurization Fan
SWGR	Switchgear - System Alarms

2nd Floor Mechanical Room 253

Equip ID	Equipment Description
AHU-17	Air Handling Unit #17 - Radio Equipment Rm
AHU-18	Air Handling Unit #18 - Radio Equipment Rm
AHU-19	Air Handling Unit #19 - Radio Equipment Rm
AHU-20	Air Handling Unit #20 - Radio Equipment Rm
EF-23	Exhaust Fan #23

2nd Floor Mechanical Room 267

Equip ID	Equipment Description
AHU-5	Air Handling Unit #5
AHU-6	Air Handling Unit #6
AHU-7	Air Handling Unit #7 - Computer Rm
AHU-8	Air Handling Unit #8
AHU-7/8	Air Handling Unit #7/8

2nd Floor Mechanical Room 261

Equip ID	Equipment Description
AHU-9	Air Handling Unit #9
AHU-10	Air Handling Unit #10
AHU-11	Air Handling Unit #11

2nd Floor VAV Boxes

Equip ID	Equipment Description
VAV's	Variable Air Volume Boxes - Qty 31

3rd Floor Mechanical Room

Equip ID	Equipment Description
AHU-3	Air Handling Unit #3
AHU-6	Air Handling Unit #6

3rd Floor VAV Boxes

Equip ID	Equipment Description
VAV's	Variable Air Volume Boxes - Qty 32

4th Floor Mechanical Room 451

Equip ID	Equipment Description
AHU-12	Air Handling Unit #12 - Operations
AHU-13	Air Handling Unit #13 - Operations
AHU-14	Air Handling Unit #14 - Operations
AHU-15	Air Handling Unit #15 - 4 th Floor Offices
AHU-16	Air Handling Unit #16 - Atrium

Miscellaneous Exhaust Fan's & Fan Coil Unit's

Equip ID	Equipment Description
EF-01	Exhaust Fan - Northwest Locker Rm
EF-02	Exhaust Fan - Northwest Electric Closet
EF-03	Exhaust Fan - Southeast Locker Rm
EF-04	Exhaust Fan - Southeast Electric Closet
EF-07	Exhaust Fan - Kitchen Rm 372.
EF-08	Exhaust Fan - Kitchen Rm 353
EF-09	Exhaust Fan - Operations Smoke Purge
EF-10	Exhaust Fan - Operations Smoke Purge
EF-21	Exhaust Fan - Pump Rm 169
EF-22	Exhaust Fan - Trash Rm 161
EF-23	Exhaust Fan - Electronic Equipment Rm 263 Smoke Purge
EF-25	Exhaust Fan - Elevator Rm 173
EF-05	Exhaust Fan - Atrium

S-4	Supply Fan - Atrium
EF-06	Exhaust Fan - Atrium
S-5	Supply Fan - Atrium
FC-01	Fan Coil Unit - Elevator Rm 173
FC-02	Fan Coil Unit - Elevator Rm 114
FC-11	Fan Coil Unit - Rm 354
FC-12	Fan Coil Unit - Rm 357
FC-05	Fan Coil Unit - Telemetry Rm 320
FC-06	Fan Coil Unit - Penthouse Elevator Equipment Rm
FC-07	Fan Coil Unit - Penthouse Elevator Equipment Rm
FC-08	Fan Coil Unit - I.B.T Rm 111
FC-09	Fan Coil Unit - Projection 350 East
FC-10	Fan Coil Unit - Project 350 West

4th Floor Mechanical Room 64

Equip ID	Equipment Description
AHU-01	Air Handling Unit #01
AHU-03	Air Handling Unit #03
EF-17	Exhaust Fan - Battery Rm
EF-18	Exhaust Fan - Battery Rm
AHU-04	Air Handling Unit #04 - UPS Rm

4th Floor VAV Boxes

Equip ID	Equipment Description
VAV's	Variable Air Volume Boxes - Qty 26

311 Center

Equip ID	Equipment Description
RTU	Roof Top Air Handling Unit - McQuay
RTU 311	Roof Top Air Handling Unit - 311
RTU Health	Roof Top Air Handling Unit - Health
HU-1	Duct Humidifier 1
BLR-1	Boiler 1
BLR-2	Boiler 2
PHWP-1	Primary Hot Water Pump 1
PHWP-2	Primary Hot Water Pump 2
SHWP-1	Secondary Hot Water Pump 1
SHWP-2	Secondary Hot Water Pump 2
LR-1	Exhaust Fan - Locker Rm
EL-1	Exhaust Fan - Elevator Rm
TE-1	Exhaust Fan - Toilet
1 st FI VAV's	Variable Air Volume Boxes - Qty 22
2 nd FI VAV's	Variable Air Volume Boxes - Qty 21

3.3.1 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Brett Binkley - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Client Service Manager – Scott Page is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Specialist– Brandon Sirota is responsible for performing the ongoing service of your system.

Secondary Service Specialist– Mark Arbizzani who will be familiarized with your building systems to provide in-depth backup coverage.

Service Operations Manager – Brian McCalpin is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator – Dave Serbicki is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Service Administrator – Anne Eiler is responsible for all service invoicing including both service agreement and service projects.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc. 20 S. Clark St Ste 2210 Chicago, IL 60604 Brett Binkley (847) 226-3564	OEMC 911 Center 1411 W Madison St. Chicago, IL 60607 Bill Kelly 312-744-6043
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Services shall be provided at 911 & 311 Centers Chicago, IL 60607.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 12/12/2018 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 5 Years beginning TBD. After the expiration of the Initial Term, this agreement shall have (3) one year optional renewal periods.

911 & 311 Building Automation System Initial Term Investments:

Year 1	\$208,486 annually	paid \$52,121.5 quarterly in arrears
Year 2	\$136,861 annually	paid \$34,215.25 quarterly in arrears
Year 3	\$140,666 annually	paid \$35,166.5 quarterly in arrears
Year 4	\$144,586 annually	paid \$36,146.5 quarterly in arrears
Year 5	\$148,624 annually	paid \$37,156 quarterly in arrears
Option Year 6	\$152,782 annually	paid \$38,195.5 quarterly in arrears
Option Year 7	\$157,365 annually	paid \$39,341.25 quarterly in arrears
Option Year 8	\$162,085 annually	paid \$40,521.25 quarterly in arrears

911 & 311 Fire Alarm System Test & Inspect Initial Term Investments:

Year 1	\$20,456 annually	paid \$5,114 quarterly in arrears
Year 2	\$21,069 annually	paid \$5,267.25 quarterly in arrears
Year 3	\$21,702 annually	paid \$5,425.5 quarterly in arrears
Year 4	\$22,353 annually	paid \$5,588.25 quarterly in arrears
Year 5	\$23,023 annually	paid \$5,755.75 quarterly in arrears
Option Year 6	\$23,715 annually	paid \$5,928.75 quarterly in arrears
Option Year 7	\$24,425 annually	paid \$6,106.25 quarterly in arrears
Option Year 8	\$25,158 annually	paid \$6,289.5 quarterly in arrears

911 & 311 Fire Alarm System Upgrade Term Investments: See Proposal for Details

Year 1	\$191,124 annually	paid \$47,781 quarterly in arrears
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4.2 Terms And Conditions

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

1. APPLICABLE TERMS. This Agreement governs the sale and performance of services provided by Siemens ("Services"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order; or if neither (i) nor (ii) apply, then Siemens' standard rates in effect when the Services are performed.

(a) Payment - Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) Taxes - Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments- Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. CANCELLATION. Except for Siemens right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other

party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach..

5. **FORCE MAJEURE / DELAYS.** If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, Inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

6. **BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

7. **INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

8. **WARRANTY.** (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within the Warranty Period defined in the attached Addendum A, and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment" other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing

use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services or any related assignment of warranties.

(d) Warranty Notice. Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 8(b) or from their deteriorated condition.

(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS 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.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 8, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

10. INTELLECTUAL PROPERTY.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so its use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

11. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of

confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

12. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

13. CHANGES IN SERVICES. No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

14. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

15. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

16. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

17. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

19. **EXPORT/IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

20. **NUCLEAR.** In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Buyer's Insurance

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. Waivers by Buyer: Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

D. Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

21. **SURVIVAL.** The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity", "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

22. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

23. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

24. ASBESTOS

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at any Site:

(a) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4) Siemens makes no representation that it is licensed to abate ACM.

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25. THIRD PARTY PARTS

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for Online Data Backup & Protection Services

The terms and conditions of this Addendum for Online Data Backup & Protection Services are applicable only to the Online Data Backup & Protection Services identified in the Proposal ("ODB&P") and supplements the Standard Terms and Conditions with the following seven (7) paragraphs:

ODB&P 1. "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Buyer's automation control, fire and life safety, and/or security systems.

ODB&P 2. "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

ODB&P 3. Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties.

ODB&P 4. Buyer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control, fire and life safety, and/or security systems for electronic storage of any Personally Identifiable Information.

ODB&P 5. SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH ODB&P 4.

ODB&P 6. Buyer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph ODB&P 4.

ODB&P 7. Buyer acknowledges that all Facilities Data is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner; *provided that*, such use does not identify Buyer or the location(s) of the Site or Sites to which Facilities Data pertains.

SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for Software License/Warranty Addendum

The terms and conditions of this Software License/Warranty Addendum ("Addendum") govern Licensee's license to Software furnished by Siemens in conjunction with the sale of Products or Services under the terms and conditions of a Sales Agreement.

ARTICLE 1: ORDER OF PRECEDENCE AND CONTRADICTION OF TERMS

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 122533

Date of This Filing: 02/13/2018 03:59 PM

Certificate Printed on: 05/18/2018

Original Filing Date: 02/08/2018 11:04 AM

Disclosing Party: SIEMENS INDUSTRY INC Title: Licensing Manager

Filed by: Mrs. Pauline Ciotola

Matter: Full Preventative Maintenance of
Siemens Equipment at 911 and 311 Centers

Applicant: SIEMENS INDUSTRY INC

Specification #: 69851

Contract #: 22324

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INSURER B : The Travelers Indemnity Company	25658																
INSURER C : Travelers Property Casualty Co. of America	25674																
INSURER D : The Charter Oak Fire Insurance Company	25615																
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** NYC-010190473-19 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			GLD1110109	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP7440L34A17	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CUD1110209	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2OUB8049X50817 (AOS)	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
TRKUB8049X51A17 (AZ, MA, OR & WI)				10/01/2017	10/01/2018		
TWXJUB7440L33817 (OH & WA)				10/01/2017	10/01/2018		
				*****\$500K LIMIT / \$500K SIR*****			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2600049622 - PROJECT: 311 CENTER

SEE ATTACHED

CERTIFICATE HOLDER CITY OF CHICAGO 121 NORTH LASALLE STREET, ROOM 806 CHICAGO, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

RE: 2600049622 - PROJECT: 311 CENTER

CITY OF CHICAGO IS INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY, INC. OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

THE OWNER AND CONTRACTOR WAIVE ALL RIGHTS AGAINST EACH OTHER AND ANY OTHER CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, AGENTS, AND EMPLOYEES, FOR DAMAGES OR INJURIES CAUSED BY PERILS TO THE EXTENT COVERED BY INSURANCE, EXCEPT SUCH RIGHTS AS THEY MAY HAVE TO PROCEEDS OF SUCH INSURANCE HELD BY THE OWNER AS A FIDUCIARY.

\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY AND \$4,000,000 IS INCLUDED UNDER THE UMBRELLA LIABILITY POLICY.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.



DEPARTMENT OF FLEET & FACILITY MANAGEMENT

MEMORANDUM

April 23, 2018

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

Attn: Monica Jimenez
Deputy Procurement Officer

From: David J. Reynolds SR
David J. Reynolds
Commissioner
Department of Fleet and Facility Management

Subject: **MBE/WBE Goals for New Non-Competitive Procurement Requirement
Full Preventative Maintenance of Siemens Equipment at 911 and 311 Centers
Requisition# 218966, Specification# 646385**

The Department of Fleet and Facility Management (2FM) requests stated goals be set for MBE/WBE participation for the above-mentioned specification at 22% MBE and 0% WBE. This request is based on the specialized nature of Preventative Maintenance, Training and Software Support Services for the Siemens Equipment at the 911 and 311 Centers and the lack of qualified and capable WBE subcontractors.

The reason for this request is that Siemens Industry, Inc. is unable to find a WBE firm qualified and able to perform in the specialized area required by this contract. The qualified MBE firm, Quantum Crossings, has been working on Siemens existing contracts for several years. Quantum Crossings staff has received extensive Siemens factory training on Siemens installed proprietary equipment. Quantum technicians can conduct the specialized complex maintenance tasks associated with Siemens Automation hardware, software, and equipment. These compliance goals are similar to the Siemens NCRB contract with CDA and the contractor will be performing similar duties.

Attached is the scope, the proposed C-1 and D-1, Siemens justification letter and the Quantum Crossings certification letter.

If you have any questions or need additional information regarding this recommendation, please contact William Kelly at (312) 744-7399.

Thank you for your cooperation.

April 18, 2018

Chicago Department of Aviation
10510 West Zemke Road
Chicago, IL 60666
Attn: Kevin Pater

Subject: MBE Letter of Intent for 911 & 311 Centers Automation and Fire Sole Source Contract with Siemens Industry, Inc.

Kevin,

This document is a Letter of Intent for Siemens Industry, Inc. to utilize Quantum Crossings, L.L.C. as MBE firm under the 911-311 Centers Automation and Fire Sole Source Contract.

1. Quantum Crossings, L.L.C. Experience

- Quantum Crossings, L.L.C. has been working with Siemens at 911-311 Centers for 12 years and is a qualified MBE firm on the existing contract from 2011-2018.
- They have received extensive Siemens factory training on Siemens installed equipment at O'Hare.

2. Quantum Crossings, L.L.C. Staffing

- **(1) Automation System Specialist:**
There is (1) Automation System Specialist on staff from Quantum. The Specialists' conduct complex maintenance tasks with Siemens Automation hardware, software, and equipment. Provide documentation of all installations, inspections, maintenance and repair work, and failures. Lead the most complex Automation service or systems calls and interfaces with customer personnel to provide quality service and feedback on problem evaluation and resolution. Guide assessment of the most complex installation and service of Automation product/equipment performance based on field support data and designs modifications or improvements.
- **(1) Fire Safety Testing and Inspection Specialist:**
There is (1) Fire Safety Testing and Inspection Specialist on staff from Quantum. The Specialists' conduct complex maintenance, testing, and repair on Siemens Fire Life Safety XLS platform. Complete documents of all installations, inspections, maintenance and repair work, and failures. Lead the most complex Fire Life Safety service or systems calls and interfaces with customer personnel to provide quality service and feedback on problem evaluation and resolution. Guide assessment of the most complex installation and service of Siemens Fire Life Safety product/equipment performance based on field support data and designs modifications or improvements.
- **(1) Electrician:**
There is (1) Electrician on staff from Quantum. The highly skilled control capable system electrician specializes in electrical installation capabilities for dedicated Automation controllers, interlocks and related fiber optic and Fire Life Safety system installation. Contains expertise and experience in the installation of multiplexed fire alarm systems. National Institute for Certification in Engineering Technologies (NICET) Level IV

SIEMENS

technician for Fire Alarm System manufacturer to supervise installation, adjustments, and tests of the system.

3. Contract Financials: Projections

- 22% of overall contract amount for next 5 years
- \$220,022.44 of Siemens total contract amount \$1,002,102 through 2022

4. Contract WBE Exclusion

- Siemens current sole source contract is excluded from WBE due to lack of qualified WBE firms that can perform specialty nature of the services
- Attaining a WBE firm for next contract would take time and resources to find and provide extensive training on the tasks currently performed by MBE Quantum Crossings L.L.C
- Siemens requests that this be extended to 2018-2022 contract

Siemens remains committed to supported MBE firm participation on the contract. Quantum Crossings L.L.C. is an extension of the Siemens team at 911-311 Centers. Therefore the Siemens/Quantum team helps minimize system downtime while maximizing safety and providing peace of mind. As an addition to the CDA team, Siemens/Quantum supplements city employees at the 911-311 Centers to ensure you're prepared with the most experienced personnel.

Best regards,

Brett Binkley - Account Executive
Siemens Industry, Inc.
Brett.Binkley@siemens.com

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: 911-311 Centers Siemens Specification No.: #69851 AUTOMATED + FINE SYSTEMS
 From: Quantum Crossings, LLC
(Name of MBE/WBE Firm)
 To: Siemens and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed, Attach additional sheets as necessary:
Commercial Building Construction - Electrical Installation + Services for Siemens AUTOMATED + FINE SYSTEMS maintenance

The above described performance is offered for the following price and described terms of payment:

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

RJM

23 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.
0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (x) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Roger J. Martinez 4-18-18
(Signature of MBE/WBE Firm) (Date)
Roger J. Martinez, President & CEO
(Title)
rmartinez@quantumcrossings.com 312-467-0374
(E-mail & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR
NON-CONSTRUCTION
PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: 911-311 centers Siemens

Specification No.: 69851

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized
representative of SIEMENS
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the
MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County,
Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with
MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the
performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach
copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role
of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: Quantum Crossings, LLC

Address: 11 E. Wacker Dr., Suite 990, Chicago, IL 60601

Contact Person: Roger J. Martinez

Phone Number: 312-467-0374

Dollar Value of Participation \$ 220,022.44

Percentage of Participation % 22

Mentor Protégé Agreement (attach executed copy): () Yes (x) No Add'l Percentage Claimed: %

Total Participation %

2. Name of MBE/WBE:

Address:

Contact Person:

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for
every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Quantum Crossings, LLC	220,022.44	22
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Brett Binkley 847-226-3564
(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

SIEMENS INDUSTRY INC.
(Name of Prime Contractor - Print or Type)

State of: Illinois

Brett Binkley
(Signature)
BRETT BINKLEY
ACCOUNT EXECUTIVE
(Name/Title of Affiant - Print or Type)

County of: Cook

(Date)

On this 18th day of April, 2018, the above signed officer Brett Binkley
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Kathleen P. McIntyre
(Notary Public Signature)

Commission Expires: 3-2-22

SEAL:





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 14 2015

Roger J. Martinez
Quantum Crossings, L.L.C.
111 E. Wacker Drive, Suite 990
Chicago, IL 60601

Dear Roger J. Martinez:

We are pleased to inform you that **Quantum Crossings, L.L.C.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/01/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual **No-Change Affidavit**. Your firm's **annual No-Change Affidavit** is due by **04/01/2016, 04/01/2017, 04/01/2018, and 04/01/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual **No-Change Affidavit** may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/01/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/01/2020**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual **No-Change Affidavit** within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

AUG 14 2015

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

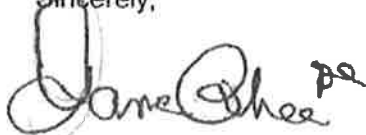
NAICS Code(s):

236220- Construction of Commercial and Institutional Buildings and Structures
237130- Construction Management, Power and Communication Transmission Line
541512- Computer Systems Design Consulting Services
541512- Network Systems Integration Design Services, Computer
541513- Computer Systems Facilities Management and Operation Services
541618- Telecommunications Management Consulting Services

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/fn

AKL