

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Siemen Industry, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.25, p. 8	Geographic Area to be Proposed	<i>Vendor's obligations under this Agreement, if any, shall extend only to the United States of America.</i>	Accepted.
3.26.1, p.8	Contract Term	<i>Any fifth year extension shall be mutually agreed upon in writing by both Vendor and NJPA.</i>	Accepted.
3.35, p.10	Warranty	The Proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty <i>vendor's standard form warranty.</i>	Accepted.
5.51, p. 17	Shipping	Delete entire paragraph and replace with the following: <i>Products will be delivered F.O.B. Vendor point of shipment with title and risk of loss or damage passing to buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Vendor may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Vendor is not liable for any loss or expense incurred by Buyer or Buyer's customers if Vendor fails to meet its delivery schedule.</i>	Accepted.
5.54, p. 18	Shipping	Delete entire paragraph.	Accepted.
6.23, p. 22	Insurance	Add the following at the conclusion thereof: <i>Insurance limits may be satisfied by Vendor's primary or umbrella policies.</i>	Accepted.
6.29.4, p.23	Administrative Fees	Add the following at the conclusion thereof: <i>At no point during the term of this Agreement shall the Administrative Fee exceed 2%. No Administrative Fee shall be due from Vendor unless and until it has</i>	Accepted.

		<u>collected all sums due and owing under a contract awarded pursuant to this Agreement.</u>	
6.29.5, p. 23	Administrative Fees	NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly.	Accepted.
7.8, p. 25	Audits	<u>Any right to audit Vendor shall occur on thirty (30) calendar days' prior written notice. The audit shall occur at Vendor's principal place of business and shall be limited solely to billing records associated with fully executed contracts awarded to Vendor pursuant to this RFP.</u>	Not accepted.
7.9, p. 25	Hub Partner	<u>Vendor shall have the right, in its sole and absolute discretion to reject any proposed HUB Partner.</u>	Accepted.
7.12, p. 26	Out of Stock Notification	DELETE ENTIRE PARAGRAPH.	Accepted.
8.5, p. 27	Jurisdiction	...must be brought <u>only in federal courts having jurisdiction over Todd County in the State of Minnesota...</u>	Not accepted.
8.10, p. 28 Patent and copyright infringement, p. 28	Patent and Copyright infringement, p. 28	<u>Vendor will have no duty or obligation under this paragraph if the product is: (i) supplied according to buyer's design or instructions and compliance therewith has caused Vendor to deviate from its normal course of performance; (ii) modified by buyer or its contractors after delivery; 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.</u>	Accepted.
8.11, p.28	Assignment of Contract	No right or interests in the Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA <u>either party without the prior written consent of the other.</u>	Not accepted.
New Section	Termination for Convenience	<u>Vendor shall be entitled to terminate this agreement for convenience upon thirty (30) days prior written notice to NJPA. Vendor shall pay any sums due and owing NJPA for contracts awarded through the date of termination.</u>	Accepted.
New Section	Add: Terms, Conditions - Waiver of Consequential Damages	<u>Anything herein notwithstanding, in no event shall any party be liable to the other parties for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits.</u>	*See below.

		<i>even if advised of the</i>	
New Section	Add: Terms, Conditions – Limitation of Liability,	<i>Vendor's aggregate liability for any and all claims, losses or expenses arising out of this agreement, or out of any goods or services furnished under this agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by Vendor from Purchaser under any Purchase Order.</i>	**See below.

Proposer's Signature:

Date: 3-7-2017

NJPA's clarification on exceptions listed above:

*Consequential Damages: This section may be added as an additional term and condition with individual Members.

**Limitation of Liability. Exception is not accepted. The per occurrence liability amount of \$1,500 000.00 corresponds with the statutory limitations of liability applicable to NJPA as a Minnesota entity.



Contract Award
RFP #030817

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)



HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: SIEMENS, Industry Inc. Date: 3-7-17

Company Address: 1000 Deerfield Parkway

City: Buffalo Grove State: IL Zip: 60089

Contact Person: Bruce Sparright Title: Business Development Manager

Authorized Signature: [Signature] Brian Haggren
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

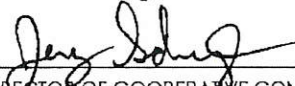
NJPA Contract #: 030817-SIE

Proposer's full legal name: Siemens Building Technologies

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be May 8, 2017 and will expire on May 8, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 8, 2017

NJPA Contract # 030817-SIE

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Siemens Industry Inc

Authorized Signatory's Title Btl 1 Huber

VENDOR AUTHORIZED SIGNATURE

Bruce Searight
(NAME PRINTED OR TYPED)

Executed on May 11, 2017

NJPA Contract # 030817-SIE

Form FPROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: SIEMENS INDUSTRY, INC

Address: 1000 Deerfield Parkway

City/State/Zip: BUFFALO GROVE, IL 60089

Telephone Number: 980-229-0723

E-mail Address: BRAD.SCHMIDT@SIEMENS.COM

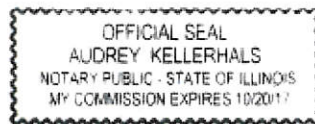
Authorized Signature: *Brad T. Haesler*

Authorized Name (printed): BRAD HAESLER

Title: VP BUSINESS LINES TERMS

Date: 3-7-17

Notarized



Subscribed and sworn to before me this 7 day of MARCH, 2017

Notary Public in and for the County of WITKOP State of ILLINOIS

My commission expires: 10/20/17

Signature: *Audrey Kellerhals*

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Siemens Industry, Inc.

Questionnaire completed by: Bruce Searight / Edrick Arroyo

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Siemens Building Technologies will offer NJPA several leasing options offered through its finance partner, National Cooperative Leasing.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Orders to be processed via NJPA's purchasing vehicle will follow the process below:

- Stage 1 a notice of intent to purchase will be issued to the Siemens Center of Competence liaison
- Stage 2 all pricing and deliverables will be reviewed/ quality checked and released via the Center of Competence and appropriate regional field office responsible for delivery/ installation/ service
- Stage 3 all associated documentation will be executed, invoices will be created and work/ delivery will begin per the terms set forth in the "Statement of Work" and under guidelines according to NJPA and Siemens standards

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

The Proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty vendor's standard form warranty.

- Do your warranties cover all products, parts, and labor? Yes

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? No
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Yes
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No
- How will NJPA Members in these regions be provided service for warranty repair? N/A
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? Yes
- What are your proposed exchange and return programs and policies?
The Proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty vendor's standard form warranty.

6) Describe any service contract options for the items included in your proposal.

Siemens Advantage Services offers four different service plan levels that allow the Customer to tailor the service program to meet the specific requirements for responsiveness, support and budget management. The service-level plans are segmented by the response time a customer needs for emergency and non-emergency problems, as well as whether labor and material are covered in the service agreement. The plan details, or attributes, define the customer's service experience, including when calls are taken from the customer and when we will provide service. Ultimately, an Advantage Services agreement combines a service plan with a service package. It is the goal of Siemens to train Customer Staff on operation of the Integrated Solution. Having an expert "on-staff" is an invaluable tool in managing a successfully integrated solution.

Platinum

The Platinum Advantage Services plan is designed for customers who experience serious business interruptions if critical building systems fail. When emergencies occur, Siemens experts will be on site within four hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens staff will be on site within eight hours 24x7. In addition to the peace of mind that comes from knowing equipment downtime is minimized, the Platinum plan also eliminates budget surprises. All repair and replacement parts and labor for equipment covered by the plan are included in the service contract. The service program begins with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Software support and updates are another important aspect of keeping the system functioning optimally and are provided as they are issued, and as applicable to the system, under the Platinum plan. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility. Siemens patented site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time.

The result of the Platinum Advantage Services Plan is confidence in the operation of your critical building technology and the comfort, occupant safety and security of your facility. With the Platinum plan, Siemens offers unsurpassed commitment in fast and efficient repair services. No other plan offers greater support, faster on-site response time, more hours of coverage or a wider range of services.

Gold

The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their building systems. Siemens service team of factory-trained experts handles maintenance and repairs quickly and efficiently. This plan provides response to emergencies within four hours for on-site repair of critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7. In addition to the peace of mind that comes from knowing system downtime is minimized, the Gold plan also helps customers plan, budget and control their

operating costs. All labor for repairs and replacements are included in the plan while parts are billed at the negotiated material discount outlined in the contract. If requested, the service program can begin with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Audits are billed at the negotiated labor rate outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided at scheduled preventive maintenance visits, as appropriate. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep equipment running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Gold Advantage Services plan is an optimal level of building comfort, occupant safety and security.

Silver

The Silver Advantage Services plan is an economical choice for customers that want a reliable back-up support for their maintenance staff so they can minimize the downtime of building systems and equipment. The Silver plan is a balance between price and performance that provides on-site response by our team of factory-trained local experts on the next regularly scheduled business day Monday through Friday. Labor to repair or replace parts is included in the Silver Plan and parts are billed at the negotiated material discount outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided, as applicable, during scheduled preventive maintenance visits. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Silver Advantage Services plan is reliable building comfort, occupant safety and security.

Bronze

The Bronze Advantage Services plan is an economical choice for customers that need occasional expert support for their maintenance staff so they can minimize the downtime of building systems and equipment. If requested, the Bronze plan provides on-site response by our team of factory-trained local experts at the negotiated labor discount outlined in the contract. The Bronze plan also meets the need for specific services where the expertise of Siemens staff is required. Labor, parts and software support and upgrades are billed according to negotiated rates outlined in the contract. The plan also includes operator coaching, which provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems. In addition, Siemens patented site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Bronze Advantage Services plan is economical support for building comfort, occupant safety and security.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Siemens provides service contracts, replacement and renovation services of all HVAC equipment as listed in the RFP. We are not an equipment manufacturer and as such are free to service and recommend the best replacement solution that meets the needs of our customers without consideration of the Manufacturer. We perform predictive services including Vibration analysis, infrared analysis, oil analysis, ultrasonic analysis and eddy current testing to help identify potential problems prior to failure reducing possible facility downtime and costly overtime repairs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Siemens has provided, in the attached, the hourly rates that will be provided to NJPA. Because the parts and equipment that can be provided under this agreement could easily number in the Tens of Thousands which makes providing an equipment list impractical, we have selected to provide this under a cost plus arrangement as is outlined in the attachment also.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Siemens does not manufacture any mechanical equipment, and as it pertains to this RFP, is a service provider

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts may be able to offer at single site locations.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Siemens will supply sourced items as part of a quote.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Not Applicable

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Shipping and delivery costs will be part of the proposed quote for each transaction.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

We deliver ship equipment to our Branches located in the member’s area. Some equipment is acquired locally. The shipping charges are shown on the quotation.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Siemens Industry branch offices will be responsible for coordinate any/ all purchases via the NJPA agreement through the Center of Competency for Business Development in Buffalo Grove, IL. Quarterly, all NJPA purchases will be audited for accuracy by responsible parties at the branch office level as well as Siemens finance and controller personnel with assistance by the Center of Competency

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We expect no change and anticipate continuing to use 2%.

Industry-Specific Questions

19) For the solutions that you are proposing in your response, what is your market share relating to NJPA's specific member sectors (i.e., governmental, educational, or not-for-profit entities)? If you are unable to cite reasonably accurate data or credible estimates, please state this.

We have over 100 locations that all do Substantial business with both Local, State and Federal government locations, School Districts and nonprofit organizations. We can now provide accurate market share data for all of these locations but as a percentage of our total business the Government sector represents 35% of our business and the Education sector represents 20% of our total

20) Detail your ongoing training programs for your service/installation technicians, including the training frequency and time requirements.

Our Service Mechanics are Union employees and as such go through the Federally recognized apprenticeship program that takes five years to complete. This also means they meet all Federal and State wage requirements such as the Bacon Act.

21) Describe and demonstrate what specifically differentiates you from your key competitors in the areas of organizational structure and product/service offerings.

Siemens provides service to our customers through a network of Siemens owned and operated branches. The Branches report up through a National and International organization to ensure our customers receive the same quality of services through all locations. This organization also allows for any needed assistance to be provided from other branches or the national organization. Our afterhours services are conducted by Siemens employees at a US based Siemens call center.

22) In addition to the general narrative of equipment/products and related services requested in Form P, question 7, describe in detail what is included within your response in terms of installation, maintenance, and turn-key services. Along with the standard time and material offerings in this proposal Siemens can offer NJPA Fixed price turnkey installations of replacement equipment and because of our manufacturer agnostic position this will be done with the most efficient and cost effective equipment available on the market. We offer several levels of Maintenance

SIEMENS

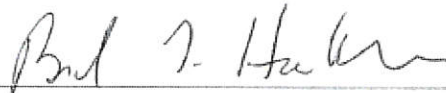
programs which include basic Preventive Maintenance to Comprehensive programs that include predictive services and repair and replacement costs. Our predictive services are designed to eliminate unplanned downtime and include vibration analysis, thermography and eddy current testing. Our vibration analysis services are based on proven technology that was developed in conjunction with the United States Navy. We offer a U.S.- based, UL-listed, CSAA Five Diamond certified central monitoring + customer service center 24/7 that can take after hours emergency calls. The Center can also monitor Fire , security and environmental systems to provide immediate emergency response. All of these services are available and can be selected alone as a package at each location. We work with our customers to develop the most cost effective method for their facility using a cost of operations model that can be developed for each customer.

23) Which industry-specific quality management system certifications (if any) does your company hold? You may also include applicable ISO certifications in your answer.

Lastly, Siemens Industry, Inc. also 3 current ISO Certifications:

- ISO 9001 Quality Management System
- ISO 14001 Environmental Management System
- ISO 18001 Occupational Health and Safety Management System

Signature: _____



Date: _____

3-7-2017