



**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	7/18/2018	<i>William Kelly</i>
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:	Phone:	Email:
Brett Binkley	847-226-3564	brett.binkely@siemens.com

Project Description: Six Month Time Extension and \$120,317.00 VLI for PO 22324 - Siemens Industry for Full Preventative Maintenance of Siemens Equipment at 311 and 911 Centers

This is a request for:

New Contract

Amendment / Modification

Contract Type

Type of Modification

Blanket Agreement Term: 6 (# of mo) **EXT.**

Standard Agreement

Time Extension Vendor Limit Increase Scope Change

Contract Number: 22324

Specification Number: 69851

Modification Number: _____

Department Request Approval		Recommended Approval	
<i>[Signature]</i>	<u>7/17/18</u>	<i>[Signature]</i>	<u>7-23-18</u>
DEPARTMENT HEAD OR DESIGNEE	DATE	BOARD CHAIRPERSON	DATE
<i>[Signature]</i>		Rich Butler	
PRINT NAME		PRINT NAME	

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

SV
7/23/18

Approved Rejected

[Signature]

CHIEF PROCUREMENT OFFICER

7/25/18

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. PO 22324 is due to expire on 8/13/2018 and 2FM has been directed by the NCRB to partner with CDA on a new contract combining the requirements of both departments into one specification under separate groups. CDA is working on Spec No. 784155 with this structure. In the interim, 2FM requests NCRB approval to extend the active Siemens contract for six months to 2/13/2019 and to increase the vendor limit for projected spending during the 6-month extension period. 2FM will request early termination of this contract if the new contract is awarded prior to 2/13/2019.
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 requests 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 6-month extension request 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 018-0100-38-4105-0162-220162.
2. The estimated cost for the six month extension period is per fiscal year is \$120,317.00.
3. Cost is estimated from costs proposals from vendor solicited and previous contract amounts.
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



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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

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.
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



**DEPARTMENT OF PROCUREMENT SERVICES
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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

- 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 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.

PROCUREMENT SERVICES

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.

Date: 7/14/2018
 Department Name: Fleet and Facility Management
 Requestion No: 232093
 Specification No: 69851
 PO No: 22324
 Contract Liaison: William Kelly
 Telephone: 312-744-6043
 Email: william.kelly@cityofchicago.org
 Project / Program Manager: Ferris Batie
 Telephone: 312-257-0536
 Email: ferris.batie@cityofchicago.org

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.
 Note:
 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.
 *Contract Liaison Signature: *William Kelly*
 *By signing this form, I attest that all information provided is true and accurate.

Project Title: Full preventative maintenance of Siemens equipment at 911 and 311 Centers
 Project Description: Six Month Time Ext and \$120,317 WLI for PO 22324 for full preventative maintenance of Siemens equipment at 911 and 311 Centers

Funding:
 Corporate Bond Enterprise Grant Other
 IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGR	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
018	0100	038	4105	0162			220162		\$120,317.00

Check One:
 New Contract Request
 *By signing below, I attest the estimates provided for this contract are true and accurate.

Project / Program Manager Signature: *Ferris Batie*
 Contract Liaison Signature: *David Reynolds SB*
 Purchase Order Information:
 Contract Term (No. of Months):
 Extension Options (Rate of Recurrence): 6 months Ext
 Estimated Spend/Value: \$ 176,915.50
 Grant Commitment / Expiration Date:

Purchase Order Type:
 Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase
 Procurement Method:
 Bid RFP RFQ RFI
 Small Order

Special Approvals Required:
 Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)
 IDOT Concurrence

Pre-Bid/Submittal Conference: Yes No
 Mandatory Site Visit

Contract Type:
 Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment
 Modification Information:
 PO Start Date: 9-17-2010
 PO End Date: 8-13-2018
 Amount (Increase/Reduction): \$120,317.00
 MBE/WBE/DBE Analysis: (Attach MBBE/DBE Goal Selling Memo)
 Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request
 Risk Management / EDS / IDOT

Safety Enhancing Vehicle Equipment (MCC 2-92-697) Yes ___ No ___
 Modification/Amendment Type:
 Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify):

Insurance Requirements (included) Yes No
 EDS Certification of Filing (included) Yes No
 IDOT Concurrence (required) Yes No

Vendor Information
 Name: Siemens Industry, Inc
 Contact: Brett Binkley
 Address: 20 S. Clark St. - Ste 2210, Chicago, IL 60604
 E-mail: BRETT.BINKLEY@SIEMENS.COM
 Phone: 847-226-3664



DEPARTMENT OF FLEET & FACILITY MANAGEMENT

MEMORANDUM

May 22, 2018

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

Attn: Rich Butler
First Deputy Procurement Officer

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 August 13, 2018.

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 018-0100-38-4105-0162-220162. The projected dollar value for the initial five-year term of the agreement is \$1,000,102.00.

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.

UPATH
4/23/18

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 MI 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 Contractors 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 Contractors subcontractor or Its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent ci 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 Contractors 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* we no longer available.

All replacement parts, components and/or assemblies furnished that are not O.E.M. are to be considered

"Generic" *are*

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. 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

Siemens Industry, Inc.
20 S. Clark St
Ste 2210
Chicago, IL 60604
Brett Binkley
(847) 226-3564

OEMC 311 Center

1411 W Madison St.
Chicago, IL 60607
Kevin Dwyer
312-745-7659

Services shall be provided at 1411 W Madison St., Chicago, IL 60607.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 5 Years beginning 08/01/2018. After the expiration of the Initial Term, this agreement shall have (2) one year optional renewal periods.

Building Automation Initial Term Investments:

Year 1	08/01/2018 to 07/31/2019	\$26,508 annually	paid \$6,627 quarterly in arrears
Year 2	08/01/2019 to 07/31/2020	\$27,302 annually	paid \$6,825.50 quarterly in arrears
Year 3	08/01/2020 to 07/31/2021	\$28,121 annually	paid \$7,030.25 quarterly in arrears
Year 4	08/01/2021 to 07/31/2022	\$28,965 annually	paid \$7,241.25 quarterly in arrears
Year 5	08/01/2022 to 07/31/2023	\$29,833 annually	paid \$7,458.25 quarterly in arrears
Option Year 6	08/01/2023 to 07/31/2024	\$30,728 annually	paid \$7,682 quarterly in arrears
Option Year 7	08/01/2023 to 07/31/2025	\$31,650 annually	paid \$7,912.5 quarterly in arrears

Fire Alarm System Initial Term Investments:

Year 1	08/01/2018 to 07/31/2019	\$6,406 annually	paid \$1,601.50 quarterly in arrears
Year 2	08/01/2019 to 07/31/2020	\$6,599 annually	paid \$1,649.75 quarterly in arrears
Year 3	08/01/2020 to 07/31/2021	\$6,797 annually	paid \$1,699.25 quarterly in arrears
Year 4	08/01/2021 to 07/31/2022	\$7,001 annually	paid \$1,750.25 quarterly in arrears
Year 5	08/01/2022 to 07/31/2023	\$7,211. annually	paid \$1,802.75 quarterly in arrears
Option Year 6	08/01/2023 to 07/31/2024	\$7,428 annually	paid \$1,857 quarterly in arrears
Option Year 7	08/01/2023 to 07/31/2025	\$7,650 annually	paid \$1,912.5 quarterly in arrears

Fire Alarm System Upgrade Term Investments:

Year 1	08/01/2018 to 07/31/2019	\$24,454 annually	paid \$6,113.5 quarterly in arrears
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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
Kevin Dwyer
312-745-7659

Services shall be provided at 1411 W Madison St., Chicago, IL 60607.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 5 Years beginning 08/01/2018. After the expiration of the Initial Term, this agreement shall have (2) one year optional renewal periods.

Building Automation System Initial Term Investments:

Year 1	08/01/2018 to 07/31/2019	\$176,677 annually	paid \$44,169.25 quarterly in arrears
Year 2	08/01/2019 to 07/31/2020	\$181,978 annually	paid \$45,494.5 quarterly in arrears
Year 3	08/01/2020 to 07/31/2021	\$126,861 annually	paid \$31,715.25 quarterly in arrears
Year 4	08/01/2021 to 07/31/2022	\$130,666 annually	paid \$32,666.5 quarterly in arrears
Year 5	08/01/2022 to 07/31/2023	\$134,586 annually	paid \$33,646.5 quarterly in arrears
Option Year 6	08/01/2023 to 07/31/2024	\$138,624 annually	paid \$34,656 quarterly in arrears
Option Year 7	08/01/2023 to 07/31/2025	\$142,782 annually	paid \$35,695.5 quarterly in arrears

Fire Alarm System Test & Inspect Initial Term Investments:

Year 1	08/01/2018 to 07/31/2019	\$14,050 annually	paid \$3,512.5 quarterly in arrears
Year 2	08/01/2019 to 07/31/2020	\$14,471 annually	paid \$3,617.75 quarterly in arrears
Year 3	08/01/2020 to 07/31/2021	\$14,905 annually	paid \$3,726.25 quarterly in arrears
Year 4	08/01/2021 to 07/31/2022	\$15,352 annually	paid \$3,828 quarterly in arrears
Year 5	08/01/2022 to 07/31/2023	\$15,813 annually	paid \$3,953.25 quarterly in arrears
Option Year 6	08/01/2023 to 07/31/2024	\$16,287 annually	paid \$4,071.75 quarterly in arrears
Option Year 7	08/01/2023 to 07/31/2025	\$16,775 annually	paid \$4,193.75 quarterly in arrears

Fire Alarm System Upgrade Term Investments: See Proposal for Details

Year 1	08/01/2018 to 07/31/2019	\$161,104 annually	paid \$40,276 quarterly in arrears
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EXHIBIT Siemens Scope of Monthly Services

- 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
- 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.
- Any new systems installed by Siemens and/or put on Siemens Automation System or Fire Life Safety System
- All materials that are found defective during normal PM or on an emergency call.
- All labor for emergency service after hours.

Samples of Items Not Within the Scope of Monthly Fixed Fee Coverage Line 1:

- When new equipment is replacing old HVAC equipment where the tier of Contractors is involved, this would be considered project or bid work.
- When an Act of God or accidental destruction of equipment by someone other than Siemens employee happens this will be replaced at billable rates for parts only, labor cost will be included in the monthly fixed fee up to 1 man day or less to perform.

February 28, 2018

Chicago Department of Fleet and Facility Management
30 N. LaSalle St.
Suite 300
Chicago, IL 60602
Attn: Kevin Pater

Subject: City of Chicago 911-311 Centers Automation and Fire Sole Source Contract with Siemens Industry, Inc.

Kevin,

This document is an analysis and evaluation of the current and prospective Siemens Automation and Fire contract with the City of Chicago Department of Fleet and Facility Management for the 911 & 311 Centers. Contract operations and financials were reviewed and the results show why Siemens is best positioned to fulfill this scope of work. Refer to the Appendix for a) comprehensive list of industry standards, codes and guidelines and b) references.

1. Siemens/911 & 311 Centers Partnership

- A. Siemens is best suited to complete the work for this contract because we 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 still 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
- B. 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
- C. 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

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- 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

2. Siemens Comprehensive Program

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.

A. Full Preventative Maintenance Program

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

B. System Architecture

- Under agreement, Desigo CC Platform will be introduced to facilities
 - Full open communications protocol
 - IP based
 - Resides securely on city of Chicago network
 - Increases network speed 4800 BAUD to 115K BAUD
- Siemens panels are completely forward and backward compatible allowing for cost effective equipment lifecycle planning
- Siemens proposes to upgrade Fire Life Safety systems to single platform
 - XLS-Desigo platform

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- Consolidate multiple standalone fire life systems to operate on single consistent platform
- Upgrade 100% of devices to smart addressable devices to improve fire alarm management and overall response times

3. Siemens Chicago Capabilities

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.

A. 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 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
- Proven track record at Centers with high satisfaction
- Exceed minority business goals by achieving 23% MBE participation on goal of 21.4%
- R&D and software development center in downtown Chicago
- Downtown office in Chicago loop

4. Financials: Historical and Projections

- A. During the contract term, 911 & 311 Centers invested in 5 year agreement with 2 option years. This also has included extensions until July 31, 2018. See table below for annual breakdown:

	2011	2012	2013	2014	2015	2016	2017
Total Annual Investment	\$177,242	\$138,910	\$144,842	\$151,070	\$157,610	\$164,387	\$214,171

- B. Siemens has maintained the existing systems for 15 plus 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
- C. The new total investment is increasing Years 2017-2019 due to necessary upgrades to the building automation system with the new IT based platform Desigo CC. Siemens has also offered a option to upgrade the Fire Life Safety system at 911/311 centers in phases during 2018 & 2019; both buildings have obsolete Fire Life Safety hardware/software and end devices which creates liability due to limited access to replacement product.



- See Scope of Services & Exhibit 3 Monthly Tasking for additional details

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Total Annual Investment	\$223,641	\$230,350	\$176,684	\$181,984	\$187,443

- See below add for 911-311 Centers Investment to upgrade obsolete Fire Life Safety System to be phased in 2018 and 2019. See Upgrade Proposal for details

	Phase I 911 Center 2018	Phase II 311 Center 2019
Fire System Upgrade	\$161,104	\$24,454

In conclusion, the Siemens team helps minimize system downtime while maximizing safety and providing peace of mind. A quick response time is critical when an alarm or malfunction occurs at 911-311 Centers, and Siemens is best positioned to work on these systems because we wrote all the code for Heating, Ventilating, Air Conditioning and Fire Life Safety Systems operations. As an extension to your current team, Siemens supplements city employees at the facilities to ensure you're prepared with the most experienced personnel.

Best regards,

Brett Binkley – O'Hare Account Manager
Siemens Industry, Inc.
Brett.Binkley@siemens.com

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Appendix



Siemens Industry, Inc.

Building Technologies Division

Service Labor Rates - Chicago Area Rates (Jan 1, 2018 thru Dec 31, 2018)

Please note: Rates shown are for the period referenced above but are subject to change without notice.

Standard Labor Rates:	Straight Time (M-F 7 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 7 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$223.00	\$290.00	\$379.00
Online Automation Specialist **	\$223.00	\$290.00	\$379.00
Electrical Technician	\$232.00	\$302.00	\$394.00
Fire Tech / Sprinkler Fitter	\$189.00	\$246.00	\$321.00
Security Specialist	\$189.00	\$246.00	\$321.00
Engineer	\$235.00	\$306.00	\$399.00
Energy Engineer	\$272.00	\$354.00	\$462.00
Electrical Engineer	\$251.00	\$326.00	\$427.00
HVAC Mechanic	\$199.00	\$259.00	\$338.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below. 911-311 Center Rates are additionally discounted from preferred Service Agreement rates to highest Preferred Rates

Preferred Customer Labor Rates:	Straight Time (M-F 7 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 7 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$188.00	\$244.00	\$320.00
Online Automation Specialist	\$188.00	\$244.00	\$320.00
Electrical Technician	\$203.00	\$264.00	\$345.00
Fire Tech / Sprinkler Fitter	\$166.00	\$216.00	\$283.00
Security Specialist	\$166.00	\$216.00	\$283.00
Engineer	\$207.00	\$269.00	\$352.00
Energy Engineer	\$238.00	\$309.00	\$404.00
Electrical Engineer	\$220.00	\$286.00	\$374.00
HVAC Mechanic	\$175.00	\$228.00	\$297.00

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a) Current Industry Standards & Guidelines

Code	URL
National Electrical manufacturers Association (NEMA) Standards Publication SB 2-2016	https://www.nema.org/news/Pages/NEMA-Revises-Training-Manual-on-Fire-Alarm-Systems-NEMA-SB-2-2016.aspx
National Fire Protection Association (NFPA) 72	https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=72
American with Disabilities Act (ADA)	https://www.ada.gov/
City of Chicago Mayor's Office for People with Disabilities (MOPD)	https://www.cityofchicago.org/city/en/depts/mopd.html
City of Chicago Building Code (CBC)	https://www.cityofchicago.org/city/en/depts/bldgs/provdrs/inspect/svcs/chicago_buildingcodeonline.html
City of Chicago Electrical Code (CCEC)	https://www.cityofchicago.org/city/en/depts/bldgs/supp_info/electrical_inspections.html
American Society of Heating, Ventilation, Air Conditioning and Refrigeration Engineers (ASHRAE)	https://www.ashrae.org/
American Society of Heating, Ventilation, Air Conditioning and Refrigeration Engineers (ASHRAE 180) Standard 180	https://www.ashrae.org/standards-research--technology/standards-interpretations/interpretations-for-standard-180-2008
Telecommunications Industry Association (TIA)	https://www.tiaonline.org/
Electronic Industries Alliance (EIA)	https://www.ecianow.org/standards-practices/standards/
American National Standards Institute	https://www.ansi.org/
BACnet Standard 135	https://www.ashrae.org/resources--publications/bookstore/bacnet

b) References

1. O'Hare Airport - Chicago
<http://www.buildingtechnologies.siemens.com/bt/global/en/references/total-building-solutions/pages/chicago-ohare-international-airport.aspx>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 100129-SBT--17/18 220 HARTL NOC60	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A : HDI Global Insurance Company				41343
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 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	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N N/A	TC2OJB8049X50817 (AOS)	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
TRKUB8049X51A17 (AZ, MA, OR & WI)				10/01/2017	10/01/2018	E.L. EACH ACCIDENT \$ 1,000,000	
TWXJUB7440L33817 (OH & WA) *****\$500K LIMIT / \$500K SIR*****				10/01/2017	10/01/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

CANCELLATION

CITY OF CHICAGO
121 NORTH LASALLE STREET, ROOM 806
CHICAGO, IL 60602

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

Manashi Mukherjee

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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.

HDI GLOBAL INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 32

Policy Number
GLD11101-09

Named Insured
SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2017	10-01-2018	10-01-2017 12:01 a.m. Standard Time at Address of the

Insured.

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Who is an insured is amended to include as an additional insured any person whom you are required to add as an additional insured on this policy under a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by: 1. Your acts or omissions; or 2. The acts or omissions of those acting on your behalf. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.



Authorized Representative

All terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

CONTRACT INSURANCE REQUIREMENTS
Office of Emergency Management and Communication
Fleet and Facility Management (2FM)
Full Preventive Maintenance Siemens Life Safety and HVAC Equipment
at 311 and 911 Centers

A. INSURANCE REQUIRED

Contractor must provide and maintain at Contractor's own expense, during the term of the Contract and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and

property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any engineers, EDP professionals, or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Property/Installation Floater

When any major repairs are required including rehabilitation, replacement upgrades of Systems Equipment and/or System Controls, All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost covering loss or damage to City property including the OEMC 911-311 System machinery, equipment, materials, parts of the project work. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Department of Procurement Services Room 806, 121 N. LaSalle Street, Chicago, IL. 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City that the

insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Request for Compliance Goals Approval - Siemens Industry RX#218966 Spec#646385

Kevin Pater

Wed 4/25/2018 3:14 PM

Sent Items

To: Monica Jimenez <Monica.Jimenez@cityofchicago.org>;

Cc: Gwendolyn Smith <Gwendolyn.King@cityofchicago.org>; William.Kelly@cityofchicago.org <William.Kelly@cityofchicago.org>;

 5 attachments (1014 KB)

ME_038_KP_646385_MWBE-SiemensNCRB_20180424.pdf; Siemens MWBE Letter 20180418.pdf; Siemens 911 311 Centers Schedule C-1 - D-1.pdf; 2020 Quantum Chicago MBE Certification.pdf; DS_038_KP_Siemens Scope_20180413.rtf;

Hi Monica –

Please see attached request and call or email with any questions or concerns.

Thanks,

Kevin Pater | Chief Contract Expediter
City of Chicago | Department of Fleet and Facility Management (2FM)
Bureau of Finance and Administration | Contracts Administration
30 North LaSalle St - Rm 300 | Chicago, Illinois 60602
Tel: 312.744.7399 | Fax: 312.744.6097



CERTIFICATE OF FILING FOR
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

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.




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
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



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: 911-311 Centers Siemens Specification No.: #69851 AUTOMATION + FIRE 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 AUTOMATION + FIRE 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.

33 % 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 Contractor or Authorized Representative) (Date)
 Roger J. Martinez, President & CEO
(Print Name)
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:¹ %
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: _____

08/2013

Page 2 of 5

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 LLC
(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

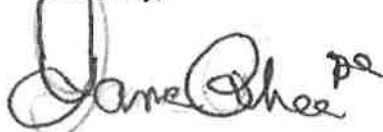
541513- Computer Systems Facilities Management and Operation Services

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

AK1