SERIAL 14107 MS INTEGRATED BUILDING AUTOMATION FACILITY CONTROLS
Contract- Siemens Industry Inc

DATE OF LAST REVISION: March 25, 2015 CONTRACT END DATE: March 31, 2018

CONTRACT PERIOD THROUGH MARCH 31, 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **INTEGRATED BUILDING AUTOMATION FACILITY CONTROLS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 25, 2015.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/at
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Christian Jonson, Facilities Management

CONTRACT PURSUANT TO MS

This Contract is entered into this 25th day of March, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Siemens Industry Inc., dba Siemens, an Arizona corporation ("Contractor") for the purchase of Integrated Building Automation Facility Control services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Three (3) years, beginning on the 25th day of March, 2015 and ending the 31th day of March, 2018.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit in a manner acceptable to the County one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided

- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Invoices are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.3 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site **(http://www.maricopa.gov/Finance/Vendors.aspx).**

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION:

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by Contractor related to work under this agreement shall be retained by County until Final Completion of the services herein described in accordance with Section 2.13. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of County.

3.4.3 The Contractor shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The Contractor is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The Contractor shall request and obtain securities forms through County. The County must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

3.8 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.9 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.10 ACCEPTANCE:

3.10.1 Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.10.2 For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a

Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

3.11 INFRINGEMENT DEFENSE INDEMNIFICATION

3.11.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that CONTRACTOR software, or its upgrades, modifications, or revisions, as of its delivery date under this Agreement, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

3.11.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become, the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

3.11.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor-branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or Documentation.

3.11.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriate of any intellectual property rights of another party.

3.12 SOURCE CODE ESCROW REQUIREMENT:

3.12.1 The Contractor shall provide all source code and any updates or fixes for the Contractor Commercial Off the Shelf ("COTS") application software that Maricopa County has purchased from Contractor for safekeeping with an mutually acceptable escrow agent within thirty (30) days of award. The software source deposited with the escrow agent will be a snapshot of all source code maintained by Contractor in the form of a Microsoft Visual Source Safe Archive. In this way, as beneficiary of the escrow agreement between Contractor and escrow agent, Maricopa County will have access to all source code of the products that they license for all versions of the software. Furthermore, the escrowed code shall include all code specifically developed for Maricopa County including, but not limited to: interfaces, Extraction-Transformation-Loading (ETL) routines for data conversion, and all custom code. Upon taking possession of the source code, Maricopa County will have the right to use the source for products that they license in the versions currently installed on the System or any subsequent versions in the archive. Contractor will make a deposit of the Source Safe Archive with the escrow agent once every six (6) months.

3.12.2 Maricopa County hereby agrees to pay the yearly standard fee for a beneficiary of the source code.

3.12.3 Maricopa County shall have access to the source code in the event any of the following circumstances:

3.12.3.1 the sale, assignment, or transfer to any third party of any of Contractor's rights in the licensed product (or any portion thereof) if such sale, assignment, or transfer would prevent Contractor from fully performing any of its obligations under any agreement with Maricopa County;

3.12.3.2 Contractor becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under, or case in, any bankruptcy or insolvency law, or Contractor takes any action to authorize, or in the furtherance of, any of the foregoing;

3.12.3.3 Contractor discontinues providing full support and maintenance services for the licensed product in accordance with its obligations pursuant to any agreement with Maricopa County;

3.12.3.4 Contractor has ceased to do business or improperly refuses to provide any services pursuant to any agreement with Maricopa County;

3.12.3.5 Contractor has breached (and if subject to a cure period, has not cured such breach within such period) any material term or condition of any agreement with Maricopa County;

3.12.3.6 Any change of control of Contractor or Contractor's parent company, where such party is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of such party are acquired by any entity, or such party is merged with or into another entity to form a new entity; or

3.12.3.7 Any other circumstance in which Maricopa County is entitled to access or use the applicable deposit materials (including, but not limited to, the source code) under the express terms of any agreement between Contractor and Maricopa County.

3.12.4 Upon Maricopa County taking possession of the source code, Maricopa County hereby agrees as follows:

3.12.4.1 Maricopa County accepts full and total responsibility for the safekeeping of the source code. Maricopa County agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.

3.12.4.2 Maricopa County agrees to only use source code related to applications for which they own a license. There will be source from other applications in the archive.

3.12.4.3 Maricopa County agrees, if so ordered by a court of competent jurisdiction, to compensate Contractor for any and all damages Contractor suffers, to include reasonable attorney's fees, resulting directly or indirectly from, but not limited to, the mishandling, misuse, or theft of the source code, regardless of intent, or the absence thereof, by Maricopa County, its employees, , agents and third-party contractors..

3.12.4.4 No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to Maricopa County. The Contractor's disclosure of the source code to Maricopa County shall not constitute any representation, warranty, assurance, guarantee or inducement by the Contractor to Maricopa County of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Contractor.

3.12.4.5 Contractor will not be responsible for maintaining the source code. Furthermore, Contractor will not be liable for any consequences related to the use of source code modified by Maricopa County.

3.13 CONTRACTOR EMPLOYEE MANAGEMENT:

3.13.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.13.2 Contractor shall not reassign any provided personnel without the express consent of the County.

3.13.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.13.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part 1.8.1 of this section.

3.14 FACILITIES:

During the course of this Contract, the Contractor will have very limited workspace for storage. There will also be no space available for a work or storage trailer.

3.15 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.16 WARRANTY:

3.16.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.16.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.16.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.16.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.17 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

3.18 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.20 VOLUNTARY EMPLOYEE DISCOUNTS

3.20.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a contractor offers or does not offer an employee

discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.20.2 Any discount offered is part of a commercial transaction between the contractor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the contractor and an individual County employee are a matter between the contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings?, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the Contractor’s performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

6.2 INSURANCE:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.2.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.2.11 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,

personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.12 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.13 Workers' Compensation:

6.2.13.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

6.2.13.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.14 Builder's Risk – Any construction that there is a possibility of moving a wall:

6.2.14.1 Builder's Risk (Property) Insurance. Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Contractor, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by County. For new construction projects, Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

6.2.14.2 Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

6.2.14.3 Builders' Risk insurance must provide coverage from the time any covered property comes under Contractor's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site

awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory.

6.2.14.4 If the Contract requires testing of equipment or other similar operations, at the option of County, Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.15 Crime:

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than $500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.2.16 Cyber:

6.2.16.1 Policy Limit:

6.2.16.2 The policy shall be issued with minimum limits of $100,000.

6.2.16.3 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

6.2.16.4 The policy shall include coverage for third party fidelity.

6.2.16.5 The policy shall include coverage for theft.

6.2.16.6 The policy shall contain no requirement for arrest and conviction.

6.2.16.7 The policy shall cover loss outside the premises of the Named Insured.

6.2.16.8 The policy shall endorse (Blanket Endorsements are not acceptable) the Department as Loss Payee as our interest may appear.

6.2.17 Errors & Omissions

If necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $2,000,000 for each claim.

6.2.18 Certificates of Insurance.

6.2.18.1 Prior to Contract Award**,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County (see Exhibit 5), issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.18.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.18.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.19 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 BOND REQUIREMENT:

6.3.1 Concurrently with the submittal of each "Project" the Contractor shall furnish at the County's discretion to the Contracting Agency the following bonds, which shall become binding upon the award of the project to the Contractor.

6.3.1.1 A Performance Bond equal to the full Project conditioned upon the faithful performance of the project in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the project.

6.3.1.2 Payment Bond equal to the full project amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such projects.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments

made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid

in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.9 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.9.1 Cancel the stop-work order; or

6.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.11.2 Make progress, so as to endanger performance of this contract; or

6.11.3 Perform any of the other provisions of this contract.

6.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 CONTRACTOR LICENSE REQUIREMENT:

6.13.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.13.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.14 SUBCONTRACTING:

6.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.16 ADDITIONS/DELETIONS OF SERVICE:

6.16.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If

additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.17 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.20 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona‟s website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person‟s age, race, creed, color, religion, sex, disability or national origin.

6.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.21.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.21.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.21.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

Any attempt to influence includes, but is not limited to:

6.23.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.23.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.24 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

6.24.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the

National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.24.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.24.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.25.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

6.25.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.25.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.26 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.27 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.28 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a

statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.29 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.30 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.31 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.32 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.33 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.34 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.34.1 Exhibit A, Pricing;
6.34.2 Exhibit B, Intent and Scope of Work;
6.34.3 Exhibit C, Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Siemens Industry, Inc.
Attn: Nathan Davis
4025 East Cotton Center Blvd.
Phoenix, AZ 85040

SERIAL 14107-MS

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

Darcy Otis, Area Manager
PRINTED NAME AND TITLE

4025 East Cotton Center Blvd., Suite 200, Phoenix, AZ 85040
ADDRESS

February 23, 2015
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — DATE

ATTESTED:

CLERK OF THE BOARD — DATE

APPROVED AS TO FORM:

LEGAL COUNSEL — DATE

EXHIBIT A, PRICING

SERIAL 14107-MS

NIGP CODE: 906-08, 910-17, 941-72

COMPANY NAME:	**Siemens Industry Inc.**
DOING BUSINESS AS (DBA) NAME:	**Siemens**
MAILING ADDRESS:	**4025 East Cotton Center Blvd**
	Phoenix, AZ 85040
REMIT TO ADDRESS:	**Siemens Industry Inc., c/o Citibank**
	Building Technologies Division
	P.O. Box 2134
	Carol Stream, Illinois 60132-2134
TELEPHONE NUMBER:	**602-567-2200**
FACSIMILE NUMBER:	
WEB SITE:	**Siemens.com**
REPRESENTATIVE NAME:	**Nathan Davis**
REPRESENTATIVE PHONE NUMBER:	**602-317-4856**
REPRESENTATIVE E-MAIL:	**nathan.w.davis@siemens.com**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT: YES: **X** NO:

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[ ] NET 10 DAYS	[ ] NET 45 DAYS	[ ] 1% 10 DAYS NET 30 DAYS
[ ] NET 15 DAYS	[ ] NET 60 DAYS	[ ] 2% 30 DAYS NET 31 DAYS
[ ] NET 20 DAYS	[ ] NET 90 DAYS	[ ] 1% 30 DAYS NET 31 DAYS
[x] NET 30 DAYS	[ ] 2% 10 DAYS NET 30 DAYS	[ ] 5% 30 DAYS NET 31 DAYS

1.0 Pricing for Building # 3853 (Based on Section 2.0)

1.1 Building # 3853 - Base Price Including Tax **$188,348.67** Total Price Amount

2.0 Additional Pricing (All other Locations)

2.1	Labor: Regular Tech Hours	**$105.00**	/per hr.
2.1A	Labor: Regular Engineering Hours	**$144.00**	/per hr.
2.1B	Labor: Regular Project Manager Hours	**$150.00**	/per hr.
2.2	Labor: After Hours	**$189.00**	/per hr.
2.3	Labor: Weekend Hours	**$189.00**	/per hr.
2.4	Labor: Sundays & Holiday Hours	**$252.00**	/per hr.
2.5	Parts, Components, and Materials - List Price Discount Percentage Discount Amount	**60%**	Amount
2.6	Hourly Rate for any Services Outside the Scope of Work	**$105.00**	/per hr.

EXHIBIT B, INTENT AND SCOPE OF WORK

1.0 INTENT:

1.1 It is the intent of Maricopa County to enter into an agreement for Maricopa County to provide, install, connect, and calibrate the entire Facility Management System (FMS) as indicated on the Drawings and as necessary to provide fully automatic control for all systems as shown in the control drawings, stated in the sequences of operation, indicated in the electrical ladder diagrams, or as otherwise indicated in the Contract Documents. The Contractor shall coordinate with these other suppliers and trades to provide a completely integrated control system. The Contractor shall provide the engineering, installation supervision, programming, graphics development, calibration, startup, and checkout necessary for a complete and fully operational control System. Startup documentation verifying proper operation of all points and all integrated systems shall be provided. Owner training and instruction of the installed control system is required.

1.2 It is the intent of the County to use this Contract for other Automation Facility Controls Projects as the County deems to be in its best interest. Additional requirements will be sourced through a quote/proposal process initiated by the office of Procurement Services with the successful respondent.

1.3 In accordance with Article 3, MCI-340 of the Maricopa County Procurement Code, **this solicitation is being conducted as a MULTI-STEP REQUEST FOR PROPOSAL(S).** Phase one of this Multi-Step Request for Proposals is an invitation to **SUBMIT UNPRICED TECHNICAL PROPOSALS**. Accordingly, responses to Phase One of this solicitation shall not contain pricing in accordance with MC1-342 of the Maricopa County Procurement Code.

1.4 Upon completion of Phase One, the County will issue a request for Pricing Proposals only to Respondents who's final Technical Proposals were determined to be acceptable in Phase One.

1.5 **The County may hold negotiations with firms to discuss technical proposals and negotiate price with the Respondents whose final technical proposal are determined to be acceptable in accordance with article MC1-343 of the Maricopa County Procurement Code.**

1.6 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.7 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.11, below)

2.0 SCOPE OF WORK:

2.1 FOR THE NORTHEAST CONSOLIDATED COURTS BUILDING AUTOMATION SYSTEM REPLACEMENT

2.1.1 All materials and workmanship to meet Maricopa County Building Automation Technical Specifications, and to include full integration and factory support by one of the existing front end software packages; Apogee or Envision for BAC talk.

2.1.2 All existing building controls equipment will be replaced with new building controls equipment. Information and equipment listed is as accurate as available; Contractor to verify equipment and existing conditions.

2.1.3 FRONT END

Integrate all equipment into the existing Maricopa County front end equipment to include complete graphics, alarms, schedules and global control.

2.1.4 GLOBAL CONTROLLER

Provide global controller to control listed equipment capable of operating independent of WAN and front end equipment.

2.1.5 OUTSIDE AIR MONITORING (OSA)

Monitor OSA temperature and humidity.

2.1.6 CENTRAL PLANT

The Central Plant will be hardwired to a dedicated controller capable of operating independent of the building level network, WAN and front end equipment. Whenever possible, the Chiller will control the primary pump and valve. The Chillers will be programmed stage up and down on FLA%.

2.1.7 EQUIPMENT INVENTORY

2.1.7.1 The following is an inventory estimate prepared by Maricopa County Facilities Management Staff. The Contractor is responsible for visiting the site to verify existing conditions and confirm an accurate equipment inventory before submitting bid.

2.1.7.1.1 Chillers - Two (2) Air Cooled

2.1.7.1.2 Cooling Towers - (None)

2.1.7.1.3 Primary Pumps - Two (2)

2.1.7.1.4 Secondary Pumps Three (3)

2.1.7.1.5 CHW valves

2.1.8 AHU (TYPICAL OF): NINE (9)

2.1.8.1 Supply air, mixed air and Return air temperature and Supply air humidity. Supply air reset based on box load.

2.1.8.2 Fan SS, status and VFD speed control

2.1.8.3 CHW and HHW valve control and status

2.1.8.4 Supply air duct static and high limit

2.1.8.5 Economizer damper control

2.1.9 EXHAUST FANS (TYPICAL OF): NINETEEN (19)

Fan SS and status.

2.1.10 ROOF TOP DX UNIT (TYPICAL OF): TWO (2) CARRIER SPLIT SYSTEMS

2.1.10.1 Space temperature sensor with set point adjust

2.1.10.2 Supply air temperature

2.1.10.3 Fan status

2.1.10.4 Compressor status

2.1.10.5 Reversing valve status

2.1.11 PRESSURE RELIEF FANS WITH AHU INTERLOCK (TYPICAL OF): NINE (9)

Status

2.1.12 FAN POWERED VAV WITH ELECTRIC REHEAT (TYPICAL OF): NINETY FOUR (94) SEE BELOW

2.1.12.1 Space temperature sensor with set point adjust

2.1.12.2 Supply air temperature

2.1.12.3 Fan SS and status

2.1.12.4 Damper control

2.1.12.5 Staged electric reheat control and status

2.1.12.6 Twenty Nine (29) Large with Electric Heat

2.1.12.7 Forty Six (46) Medium with Electric Heat

2.1.12.8 Eighteen (18) Small with Electric Heat

2.2 PART 1 – GENERAL

2.3 DESCRIPTION

2.3.1 This section defines the basic materials and methods used in the installation of BACNet Building Automation System (BAS) control products to provide the functions necessary for control of the Mechanical and Other Specified Systems on this project.

2.3.2 The Building Automation System (BAS) is to provide a peer-to-peer networked, stand-alone, distributed control system for building mechanical and electrical systems. The BAS shall include an operator workstation also known as Engineering Control Center (ECC), microprocessor based control units' panels, Instrumentation End Control Devices, wiring, piping, and related systems to provide centralized and facility wide control functions.

2.3.3 The BAS shall be designed such that each mechanical and electrical system will be able to operate under stand-alone control. As such, in the event of a network communication failure, or the loss of any other controller, the control system shall continue to independently operate under control.

2.3.4 Alarmable points shall be coordinated during the design process with Maricopa County Facilities Management Division Automation Staff.

2.4 DEFINITIONS

2.4.1 Application Specific Controller (ASC): A networked device that contains a complete, configurable application that is specific to a particular task. Also known as Unitary Controller (UC). This application is normally produced by the device manufacturer and contains a number of configuration parameters that may be adjusted by network tools.

2.4.2 BACNet: ANSI/ASHRAE Standard 135–2001. A data communication protocol for Building Automation and Control Networks. Created by ASHRAE SPC135. The system

shall be native BACNet from end to end, which means from end controllers to ECC front end. The system shall support and be fully integrated to one of the existing Maricopa County front end software packages: Insight, BAC talk, or Struxure Ware.

2.4.3 Building Automation System (BAS): The complete facility control system comprised of mechanical system automation, security control, lighting control, automatic temperature control, smoke control, etc., as defined in the contract documents. This infrastructure may include field wiring, LAN wiring, routers, bridges, raceways, and gateways as required connecting non-interoperable subsystems and devices.

2.4.4 Control Wiring: Includes conduit, wire and wiring devices to install a complete Control System including motor control circuits, interlocks, thermostats, PE and EP switches and like devices. Includes all wiring from a DDC cabinet to all sensors and points defined in the Points List summary or specified herein and required to execute the sequence of operation. Includes necessary power wiring to all BAS devices, digital controllers including terminal units and actuators.

2.4.5 Operator Interface: A device (PC, laptop or dumb display terminal) which incorporates Application Program Interface (API) for remote network client services. The operator interface workstation may connect to an IP network. A GUI is graphical subset of operator interfaces.

2.5 CODES AND STANDARDS

2.5.1 Agency Listings

2.5.2 All products of the BAS shall be provided with appropriate agency approvals. With the submittal documents, verification that the approvals exist for all submitted products shall be required. Systems or Products not offering one or more of the following approvals are Not Acceptable:

2.5.2.1 UL-916; Energy Management Systems

2.5.2.2 UL-873; Temperature Indication and Regulating Equipment

2.5.2.3 UL-864, Subcategories UUKL, UOXX, UDTZ; Fire Signaling and Smoke Control Systems

2.5.2.4 FCC, Part 15, Subpart J, Class A Computing Devices Emissions Requirements Code Approvals

2.5.2.5 NFPA 72, UL and IFC 2006 for Fire Alarms and Smoke Controls

2.6 PART 2 - DESIGN STANDARD

2.7 ACCEPTABLE CONTROL CONTRACTORS

Contractor must be fully capable and factory certified to support one of the existing County front end software packages: Insight, Envision for BACtalk.

2.8 COMMUNICATIONS NETWORK, PC, AND MODEM SUPPORT

2.8.1 The Communications Network between buildings for all County facilities will be installed underground and in conduits. The minimum conduit size for all underground communication shall be one inch (1”).

2.8.2 Engineering Control Center Functions: The ECC shall allow the following operator interactions within the system:

2.8.2.1 Create & Change Daily, Weekly or Monthly Time Schedules

2.8.2.2 Create & Change a Minimum of (10) Annual Holiday Schedules

2.8.2.3 Create & Change Special Schedules

2.8.2.4 Create Start Time Intervals

2.8.2.5 Program and Override All Room Temperature Set Points

2.8.2.6 Monitor All Room Temperatures

2.8.2.7 Create and Run Data Trends for All Room Temperatures

2.8.2.8 Alarm All Room Temperatures

2.8.2.9 Monitor All Supply Air Temperatures

2.8.2.10 Create and Run Data Trends for All Unit Inputs and Outputs

2.8.2.11 Alarm All Supply Air Temperatures

2.8.2.12 Acknowledge Alarms

2.8.2.13 Monitor and Alarm All Critical Equipment (chillers, boilers, CRAC units, AHUs, solar systems, flat plate temperatures, pumps, valves, smoke control systems and the like) as identified by Maricopa County

2.8.2.14 All Alarms Shall Have Audible and Visible Notification at the Front End

2.8.2.15 Alarms Shall Have Shortcut Links to the Appropriate Equipment Graphic Page

2.8.3 Provide all hardware and software necessary to allow remote communications via IP on County network infrastructure to off-site locations. The off-site locations shall be able to communicate with the remote site system even if the remote PC is turned off or not functioning.

2.8.4 All systems must comply with a Class 3 conformance level of the BACNet specification with 802.3 compliant communications systems. This is a Tier-1 level compliance. Failure to document the proposed Direct Digital Controller system's conformance will result in the rejection of the contractors bid.

2.8.5 The FAS shall have a complete commissioning and point to point testing.

2.9 SYSTEM CONTROLLERS, FIELD PANELS, LOCAL CONTROLLERS, GLOBAL CONTROLLERS, ETC.

2.9.1 Global LAN Controller Panel (GC/LAN)

2.9.1.1 The GC/LAN Controller shall utilize the BACNet protocol on the Management Level Ethernet Media. The LAN controller shall at a minimum provide a Class 3 conformance level of the BACNet specification with 802.3 compliant communications systems. The GC/LAN shall communicate with BACNet Operator Workstations, other BACNet GC/LAN controllers, and third party BACNet equipment to create a fully operational BAS.

2.9.1.2 The Building Controller shall as a minimum support Ethernet BACNet LAN types. It shall communicate directly via the BACNet LANs as a native BACNet device. The Global Controller shall be a BACNet conformance class 3 device.

2.9.1.3 Standard BACNet object types supported shall include as a minimum: Analog Input, Analog Output, Analog Value, Binary Input, Binary Output and Binary Value. All proprietary object types, if used in the system, shall be thoroughly documented and provided as part of the submittal data. All necessary tools shall be supplied for working with proprietary information.

2.9.1.4 The Building Controller shall comply with Annex J of the BACNet specification for IP connections. This device shall use Ethernet to connect to the IP internetwork. Controller must support interoperability on wide area networks (WANs) and campus area networks (CANs).

2.9.1.5 The Main Network shall utilize either Ethernet or RS485 Media, and support a minimum of 32 GC/LAN controllers on a full peer to peer communications network. Each GC/LAN shall support at a minimum 2 sub LAN networks capable of communicating with up to 124 Field Panels or Local Controllers per LAN. All sub LAN networks shall be true peer-to-peer networks.

2.9.2 Web-Enabled Global LAN Controller Panel (WGC/LAN/DDC) Direct Digital Controller

2.9.2.1 Provide a web-enabled, programmable direct digital Global LAN Controller Direct Digital Controller that can be used in a stand-alone environment, networked to other controllers, or as part of a complete Facilities Management System (multiple LAN). The Main Network shall utilize Ethernet Media and support a minimum of 32 WGC/LAN/DDC controllers on a full peer to peer communications network. Each WGC/LAN/DDC shall support at a minimum 1 sub LAN networks capable of communicating with up to 32 Field Panels or Local Controllers. All sub LAN networks shall be true peer-to-peer networks.

2.9.2.2 The Controller may also be used to optimize the energy consumption by implementing various Energy Management strategies such as; demand limiting, duty cycling, outside air optimization, temperature setup/setback, optimum start/stop routines, etc.

2.9.2.3 A dedicated serial port shall be provided for a simultaneous direct connected operator station, or an auto dial/auto answer modem. Other On Board features shall include:

2.9.2.3.1 Internet Accessible with Standard WEB Browser. (No other software required)

2.9.2.3.2 Stand-Alone or Networked Peer-to-Peer Capabilities

2.9.2.3.3 2Way Modem Communications Capability

2.9.2.3.4 Power-Fail with Auto Restart Capabilities

2.9.2.3.5 Programs and Program Parameters Stored in Nonvolatile Flash Memory

2.9.3 Local Controller (LC)

2.9.3.1 The Local Controller is a line of full peer-to-peer, programmable, Direct Digital Controller. Used in a stand-alone environment, networked to other Local Controllers, or as part of a complete Facilities Management System (multiple LAN), the Local Controllers provide precise monitoring and control of

connected points. Through basic programming it is easy to implement proportional (P), proportional + integral (PI), or proportional + integral + derivative (PID) control sequences. These Controllers may also be used to optimize the energy consumption by implementing various Energy Management strategies such as; demand limiting, duty cycling, outside air optimization, temperature setup/setback, optimum start/stop routines, etc.

2.9.3.1.1 On-Board features shall include:

2.9.3.1.1.1 Stand-Alone or Networked Peer-to-Peer Capabilities

2.9.3.1.1.2 2-Way Modem Communications

2.9.3.1.1.3 8 Universal Inputs with 10 bit resolution- software selectable as analog or digital with standard and custom ranges. Pulse Counting shall be available for all inputs up to 16Hz frequency

2.9.3.1.1.4 8 Universal Outputs with 10 bit resolution - software selectable for analog or digital with standard and custom ranges. Optional Output Cards, all with Hand-Off-Auto (HOA) Switches and Switch Feedback for the following outputs:

2.9.3.1.1.5 Alarm Buffering up to 10 Alarms

2.9.3.1.1.6 8 Standard P, PI, or PID Controllers each with the following Adjustable Parameters:

2.9.3.1.1.7 8 Trend Logs for data logging purposes, each supporting up to 4 analog, digital or virtual elements or points. When linked to the Operating System these logs may be graphically displayed

2.9.3.1.1.8 8 Runtime Logs with Time/Date Stamp and Cumulative Runtime

2.9.3.1.1.9 4 Weekly Time Schedules with Overrides

2.9.3.1.1.10 2 Annual Routines for Holiday Schedules

2.9.3.1.1.11 3 Sensor Conversion Tables for Creating Linear Curves

2.9.3.1.1.12 6 Access Levels with 27 Individual User Passwords

2.9.3.1.1.13 On-Board 68 Character Full English Alarm Messages

2.9.4 Terminal Unit Controllers (TUC)

2.9.4.1 Terminal Unit Controllers shall utilize a high speed RISC processor that will read all inputs, execute all programs and write to all its outputs at least ten (10) times per second. The inputs and the outputs shall be defined in software as an analog input, digital input, analog output, or digital output. The controller shall be able to survive the application of 24 VAC to any input channel and/or the RS-485 communications trunk. The enclosure shall have a UL 94 5V rating or equivalent.

2.9.4.2 Terminal Unit Controllers shall communicate at minimum on a master/slave communication protocol with a minimum of 96 other local controllers and/or

terminal unit controllers on the Terminal Unit Controller LAN with the aid of a higher level processor (MBC, NAE, and BCM).

2.9.4.3 Application Specific Terminal Unit Controllers shall be available in the following configurations:

2.9.4.3.1 Air Handling Unit Controller

2.9.4.3.2 Heat Pump Controller

2.9.4.3.3 Rooftop Unit Controller

2.9.4.3.4 Terminal Box Controllers (VAV's)

2.10 MICROPROCESSOR BASED SPACE SENSOR

2.10.1 A Microprocessor Based Space Sensor residing on a RS-485 Network shall provide the following functions:

2.10.1.1 Space, Temperature, Measurement and Indication

2.10.1.2 Outside Air Temperature Indication

2.10.1.3 Space Temperature Set Point Adjustment

2.10.1.4 Viewing the Value of Any Input or Output in the System

2.10.1.5 Changing the Value of Any Input, Output or Software Point in the System

2.10.1.6 The above functions shall be field programmable if desired

2.10.2 Space Temperature Sensor shall be capable of $\pm$ 2°F local adjustment.

2.10.3 All Terminal Unit Controllers shall be capable of interface to this Microprocessor Based Room Sensor.

2.10.4 In addition to the space temperature input, a Digital Input shall also be available at the Sensor in addition to all other inputs at the Associated Controller.

2.10.5 The Microprocessor Based Room Sensor shall include an RJ11 Jack for connection of a PC to the entire LAN network. Microprocessor Based Sensors who's RJ11 Jack only allows communication with the controller to which it is connected shall not be acceptable.

2.11 AUXILIARY CONTROL DEVICES

2.11.1 Automatic Control Dampers And Operators

2.11.1.1 Automatic Control Dampers shall have interlocking blades and frames. Dampers shall be designed and constructed so that the blades, frames and linkage mechanism shall present a rigid assembly with free and easy action. Dampers shall be constructed of galvanized steel blades and welded steel frame. The damper bearings shall be brass or oil impregnated nylon with brass bearing shafts. Where the damper blades are installed in a vertical position, a thrust type ball bearing shall be provided for the lower bearing. All bearings in ducts or casings to the outside shall have the top and bottom edges on both ends trimmed with replaceable neoprene seal fastened in an approved manner, so as to be practically air tight when closed. Closed dampers shall have leakage of not more

than one-half percent at 4" of water column (10.2 cm) static pressure and 2,000 feet per minute velocity.

2.11.1.2 Damper Operators shall be Spring Return or Capacitor Charged Return.

2.11.1.3 Damper frames shall not be less than 13 gauge-galvanized steel, formed for extra strength, with mounting holes for enclosed duct mounting.

2.11.1.4 All damper blades shall be of not less than 16 gauge-galvanized steel formed for strength and high velocity performance. Blades on all dampers must not be over 8" in width. Blades shall be secured to 1/2" diameter zinc plated axles with zinc plated bolts and nuts. Blade side edges shall be sealed off against spring stainless steel seals. Teflon coated thrust bearings shall be provided at each end of every blade to minimize torque requirements and insure smooth operation. All blade linkage hardware shall be constructed of corrosion resistant, zinc plated steel and brass.

2.11.2 Differential Pressure Switches

Differential Pressure Switches shall be furnished as indicated by the sequence for status purposes for either air or water applications. Provide single pole double throw switch with fully adjustable differential pressure settings. The switch shall have a Snap-Acting Form C Contact rated for the application. The Switch Contact shall be rated for 5 amps at 120 volts as a minimum. The units shall be selected for ranges consistent with the application.

2.11.3 Electronic Temperature Sensors

2.11.3.1 Temperature Sensors shall be Thermistors or 100 Ohm Platinum RTD. Sensors shall be calibrated to less than or equal to a 1/4 degree F resolution for the specific application. Substitutions must be approved by FMD Automation Staff. All sensors to be field verified as correct.

2.11.3.2 Provide twisted pair lead wires and shield for input circuit or as otherwise required by the manufacturer.

2.11.3.3 Use insertion elements in ducts not affected by temperature stratification or smaller than one square meter. Use averaging elements where larger or prone to stratification. Sensor length 2.5 m or 5 m as required.

2.11.3.4 Insertion elements for liquids shall be brass separable sockets (thermo wells) with minimum insertion length of 2-1/2 inches (60 mm).

2.11.3.5 Provide outside Air Sensors with watertight inlet fittings, shielded from direct rays of the sun. Mount sensors in permanent shade away from building heat radiation or fan exhaust preferably on the North side of the facility.

2.11.3.6 Wall Mounted Sensor shall be mounted at 48" above finished floor in an area which free air current is not constricted or blocked. Final location shall be approved by the County and Engineer prior to installation. Wall sensors in corridors shall have a locking guard.

2.11.3.7 Sensor Elements shall be applicable for the medium being sensed; i.e., room elements, well-mounted elements, duct mounted elements and outdoor mounted elements. Range shall be from 0 to 150 degrees F.

2.11.4 Electronic Static Pressure Sensors

2.11.4.1 Static Pressure Sensors shall be Differential Pressure Sensors, with the "high" output sensing the duct pressure and the "low" input sensing atmospheric pressure.

2.11.4.2 The range for the Static Pressure Sensor shall be matched to the static pressure of the system being sensed, 0 to .5 inches, 0 to 2 inches, 0 to 5 inches, or 0 to 10 inches.

2.11.4.3 Accuracy shall be plus or minus 2% of the full range being sensed.

2.11.5 Temperature Thermostats (Stand/Alone Applications, As Required)

New Digital Thermostats shall be provided.

2.11.6 Humidity Sensor/Transmitter

2.11.6.1 Provide relative humidity sensor/transmitter where shown on the control drawings. Sensor and Transmitter shall have:

2.11.6.2 System Accuracy: ±3% RH @ 25°C from 20-95% RH

2.11.6.3 Output Signal: Two wire 4-20 ma linear, proportional to 5-95% RH

2.11.6.4 The Transmitter power shall be compatible with and powered by, the low voltage power supplied by the Contractor.

2.11.7 Carbon Dioxide Gas Sensor/Transmitter

2.11.7.1 Sensor/Transmitter shall meet or exceed the following specifications:

2.11.7.1.1 Measurement Range: 0 to 5,000 PPM (software adjustable to 9,999 PPM)

2.11.7.1.2 Accuracy: ±5% of reading or 100 PPM, whichever is greater

2.11.7.1.3 Response Time: Less than one (1) minute

2.11.7.1.4 Output Signal: 4-20 ma linear

2.11.7.1.5 Output Impedance: 1000 Ohms

2.11.7.1.6 Repeatability: ±20 PPM

2.11.7.1.7 Drift: ±l00 PPM per year

2.11.7.1.8 Calibration Adjustments: Offset and span (software adjustable)

2.11.7.1.9 Sensor Operating Principal: Absorption infrared (non-disperse)

2.11.7.2 Minimum Required Characteristics:

2.11.7.2.1 Calibration Interval: One (1) year

2.11.7.2.2 Operating Temp. Range: 32°F to 122°F

2.11.7.2.3 Operating Humidity Range: 5-95% RH non-condensing

2.11.7.2.4 Power Requirement: 16-24 VAC, 60 Hz, 16-30 VDC

2.11.7.2.5 Current Requirement: 500 ma peak

2.11.7.2.6 Operating Elec. Environment: Floating or Grounded

2.11.7.2.7 Dimension (H x W x D): 4" x 7.5" x 3"

2.11.7.2.8 Unit Enclosure Material: UL Fire Rated

2.11.7.2.9 Manufacturer: Telaire International Corp. or County pre-approved substitute.

2.11.7.2.10 Operator Display: LCD readout required in duct units; no display required for room mounted units

2.11.7.2.11 Calibration Requirements: Software, 2 gas canisters (or 2 gas canisters for every 3 units installed, whichever is greater), and interface cabling for RS-232

2.11.7.2.12 Ancillary Devices: Provide mounting bases and/or aspiration box as required per manufacturers recommendation

2.11.7.2.13 Warranty: One (1) year parts, shipping, and labor required. Contractor to keep sufficient spare parts locally and available in order to minimize downtime due to delays in shipping

2.11.7.2.14 Acceptable Manufacturers: Telaire Vendostat 2001V

2.12 ELECTRICAL WIRING

2.12.1 All cable runs exposed in return air plenums shall be smoke rated for the application and secured to the building structure. Do not run wire in drywall without conduit.

2.12.2 All wiring cables shall have 600-volt insulation.

2.12.3 Cables shall be properly identified / tagged with matching wire markers on both ends as to the control point.

2.12.4 All cables from ceilings to wall temperature sensors shall be installed in Electrical Metallic Tubing Conduit (EMT), with steel compression type fittings. Set Screw fittings are not acceptable.

2.13 ACCEPTANCE PROCEDURE

Upon completion, the BAS contractor shall calibrate all sensors and control devices for correct operation. Control contractor shall provide written record of all calibrations showing offset, amount, and all offsets programmed into the system.

2.14 TRAINING

2.14.1 The BMS Contractor shall conduct a comprehensive training class for designated County personnel in maintenance and operation of the control system.

2.14.2 The training course shall include instruction on specific systems, and instructions for operating the newly installed system to include as a minimum:

2.14.2.1 HVAC System Overview

2.14.2.2 Operation of Control System

2.14.2.3 Function of Each Component

2.14.2.4 System Operating Procedures

2.14.2.5 Programming Procedures

2.14.2.6 Maintenance Procedures

2.14.2.7 Selection of All Displays and Reports

2.14.2.8 Password Assignment and Modification

2.14.2.9 Walk-Through of the Job to Locate Control Components

2.14.2.10 Operation of Portable Operations Terminal

2.14.2.11 Explanation of Adjustment, Calibration and Replacement Procedures

2.15 SOFTWARE SERVICE AGREEMENT

2.15.1 Comply with UL 864.

2.15.2 Technical Support: Beginning with Substantial Completion, provide software support for two years.

2.15.3 Upgrade Service: Update software to latest version at Project Completion. Install and program software upgrades that become available within two years from the date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.

2.15.4 Contractor will provide 30 days' notice to County to allow scheduling and access to system, and to allow County to upgrade computer equipment if necessary.

EXHIBIT C, FACILITIES MANAGEMENT REQUIREMENTS

5.6.3 **Executive Summary**

EXECUTIVE SUMMARY

Choosing a potential partner for the retrofit of an occupied court building is a serious matter. Poor communication, poor planning and poor coordination can result in a project that takes too much time, causes too many inconveniences and doesn't achieve the goals the project set out to achieve. It is for all of those reasons that Maricopa County Facilities Management Division needs to choose a partner that is experienced, deep in resources and financially able to handle the rigors of managing a complex project. We believe that Siemens Industry, Building Automation Division is that company. After assessing the attached technical proposal and qualifications review you will see that Siemens is an organization with great depth and experience at construction and the upgrading of mechanical systems at correctional facilities.

This project requires not only building automation expertise but general contracting experience as well. A general contracting mentality is required to plan, coordinate, and manage any project that involves every area of an occupied building. The local Phoenix office of Siemens is very familiar with general contracting activities. Our Performance Contracting group, by nature of the business, is a general contracting organization and manages an annual project volume of $10M. What this means to Maricopa County is that Siemens has the knowledge and experience to complete your occupied court facility projects on time and within budget.

Beyond the completion of the construction, there is the end and future result. Siemens can provide a comprehensive life cycle of building technology solutions, making us a true strategic partner for Maricopa County not only today but for the life of your buildings. Our unique portfolio covers the building's entire life cycle and combines innovative infrastructure solutions with comprehensive services to achieve maximum efficiency. It is for these reasons that we can support your building for the next 10 years and beyond. Siemens has a proven track record with Maricopa County of going into occupied court and correctional facilities and retrofitting them and delivering energy savings with an ROI less than 24 months.

Thank you for allowing us the opportunity to be your contractor of choice for these key retrofit projects.

5.6.4 **Proposal**

Please note that the formatting of this section has been arranged so that each paragraph of the response is numbered to reference the same applicable paragraph in the RFP. We believe this will make it easier for the team to evaluate our responses against the RFP requests.

SIEMENS: Proposal

5.6.4.1 **Technical Approach: Provide a complete description of your firm's technical solution and approach to the needs described in this Request for Technical Proposal.**

Calling on our significant experience in replacing and upgrading Facility Management Systems (FMS) and other low voltage systems at occupied government buildings including court house facilities around the country, Siemens will take a pragmatic and systematic approach to upgrading the performance of the FMS at the Northeast Courts. Our experience tells us that a successful system replacement begins and ends with 3 key components. They are:

- Detailed Planning
- Open Communication
- Continuous Coordination

In the Planning stage it is important to identify key personnel from both Siemens and Maricopa County's Facilities Management Division (FMD). Those key personnel will develop a project plan documented with MS Project, create a hierarchy of communication, plan regular update meetings, appoint on-site contacts and confer on scheduled outages so as to minimize inconveniences to the court's office personnel, judges and the public. This continuous on-site coordination will result in fewer interruptions of normal activities and keep surprises at a minimum.

Relative to actual implementation and assuming all stake holders agree, we will upgrade the facility on an AHU system by AHU system basis. Prior to commencing work on any AHU system, a point by point checkout of end devices will be noted. While it is assumed that all valves and damper actuators are to be reused and are in working order, there may be other maintenance items on the system that need to be addressed. Any anomalies will be noted and brought to FMD's attention for repair. Once it has been agreed by Siemens and FMD that an AHU system can be shutdown, we will move swiftly, with multiple disciplines, to replace main panels, VAV controller/actuators, sensors and wiring. Following the upgrade of the hardware, the new APOGEE PXC controllers will be

energized and the AHU commissioning process will begin. Our experience tells us that, particularly in high security areas such as court rooms as well as standard areas such as offices, it is important to minimize the impact to the normal daily routine. Our plan will reduce on-site adjustments and shorten the commissioning process which will ultimately result in getting the affected area up and running in the shortest time possible.

Central Plant work will be less disruptive since the equipment can be put into the hand position while the changeover is made. While the plant continues to operate on the old system, the new wiring and empty control cabinets will be installed. Change over will occur one piece of equipment at a time. Central Plant controllers will be loaded and tested off-site. When ready for the actual changeover, the sensors will be replaced and the pre-tested cabinets energized. This will allow the changeover to occur in the shortest amount of time. As with the AHU systems, once completed, the commissioning process begins. This process, like the AHU system commissioning, will include a point to point checkout. Once again, we believe that this procedure will result in minimized disruption of services.

The goal of this project is to give Maricopa County a completely operational building, visible and controllable in the Boiler Room. Additionally, FMD should see reduced energy usage to the extent of the deployed solutions.

As the work progresses from system to system the building will move from the old system to the new. Siemens will run a new BLN through the building tying the new PXC-Ms together into a cohesive network. The new BLN will be tied to the Counties WAN to allow visibility of the new APOGEE system.

5.6.4.1.1 **Statement of your firms understanding of the above project description.**

SIEMENS: Understanding of the project description

Siemens understands this project to be a complete replacement of the existing TAC/CSI controls, including new sensors and wiring, while reusing existing valves and damper actuators with new Siemens APOGEE controls tied to the county wide Siemens Apogee workstation located in the Boiler Room. This project also includes performing an air and water balance, duct cleaning and AHU filter replacement. Additionally while the controls are being installed and commissioned, a point to point will be performed to verify control operation as well as mechanical operation as part of a building re-commissioning and optimization of the facility.

5.6.4.1.2 **Statement of working history with FMS systems for Court Buildings.**

SIEMENS: Working history with court buildings.

Siemens has an extensive history of building both new court houses as well as upgrading existing court house facilities. Our wide-ranging list of completed projects listed in the Proof of Qualifications section and on Attachment C, gives us unparalleled experiences and resources to draw upon as we bring to FMD a modern and efficiently operating HVAC system. Siemens works at the Maricopa downtown courts complex and South East Court Complex regularly and understands the need for detailed planning, open communication and continuous coordination.

5.6.4.1.3 **Approach to replacing and/or upgrading FMS for Large Government Complex's.**

SIEMENS: Approach to replacing and upgrading FMS in operational Large Government Complex's.

As noted in 3.19.4.2, Siemens has the depth of knowledge, experience and resources to handle any large retrofit or upgrade. Again, we point to our references as proof positive that we have these capabilities. We would look forward to discussing our experience as they correlate to the FMD projects. Of course, behind the experience there lies a proven base of processes and procedures.

Some of our approaches and solutions include (but are not limited) to the following:

- PM@ SIEMENS Project Management Approach
- Project Workflow
- Siemens APOGEE and INSIGHT

A significant factor in our success is PM@SIEMENS, which is a disciplined project management process that encompasses the entire project workflow, from project pre-acquisition to final delivery and contract close. PM@SIEMENS establishes specific requirements for all project executions that are fully aligned with our organization, including Project Management Institute (PMI) certification. These guidelines focus on our processes as a roadmap for the successful execution of projects and overall customer satisfaction.

When we implement PM@SIEMENS, we meet project objectives by planning, monitoring and measuring, and taking corrective actions when necessary. Highlights of our methodology include consolidated industry best practices; a 12-module program that is uniformly taught and applied; a vast history in lessons learned; uniform project categorization; and an international project manager database, which ensures that the right project managers are assigned to every project. We consistently apply and improve project management within Siemens field offices.

We adopted PM@SIEMENS from the Project Management Institute's (PMI) publication, "Project Management Body of Knowledge" (PMBOK). PMI is a worldwide association of 20,000 project managers. The PMBOK includes proven, traditional practices that are widely applied in addition to innovative and advanced practices. The PMBOK was

defined by professional peers, and it outlines five process groups deemed essential for effective project management and risk minimization:

- Initiate – recognize that a project or phase should begin
- Plan – devise and maintain a workable scheme to accomplish business needs that the project was undertaken to address
- Execute – coordinate people and resources to carry out plan
- Control – ensure project objectives are met by monitoring and measuring progress, and taking corrective action when necessary
- Close – formalize acceptance of the project or phase, and bring it to an orderly end

The project manager's direct responsibilities start with planning and estimating in the project development phase, and they continue with management and control through the implementation and customer acceptance phases.

PROJECT MANAGEMENT METHODOLOGY- PROJECT WORKFLOW

To maximize the efficiency of our processes and respond quickly to customers, Siemens implemented Project Workflow in early 2009. Project Workflow optimizes our tools and processes to eliminate waste and duplication and shorten cycle times.

Siemens APOGEE BAS and INSIGHT Workstations

There are many elements that go into delivering the best energy efficiency in a building. As a global leader in building technology, "green" products and solutions are core to our business at Siemens. Our APOGEE® building automation systems and HVAC field devices are designed for high performance, energy optimization, and long-life reliability. Siemens products are at work—improving a building's energy efficiency and saving owners money—in buildings around the world.

The APOGEE® Building Automation System offers you options:

- Integrate multiple building systems no matter the manufacturer or installer
- Achieve greater flexibility through open protocol interoperability
- Expand, upgrade, optimize your facility systems

With a combination of BACnet Testing Laboratories (BTL) listed products and a commitment to testing interoperability with BACnet systems as well as other standard protocol solutions such as Modbus, LonTalk, and OPC; Siemens is positioned as the industry expert on standard protocol solutions and expertise.

Insight® Advanced Workstation provides a graphical approach to manage and control a building from an easy-to-use interface. The Insight Workstation provides for facility-wide efficiencies, as well as cost-effective operation and information sharing.

With the Insight Advanced Workstation, you can:

- Graphically monitor and control the building environment
- Schedule and modify mechanical equipment operation
- Collect, view and analyze trend information
- Connect other Insight workstations together, with centralized system management, using the networking feature
- Troubleshoot and tune the system with Dynamic Plotter
- Make management decisions with information and reporting capabilities
- Export data to third-party applications such as Microsoft Excel®
- Monitor and command BACnet® supportive devices and points through a single Insight workstation

5.6.4.1.4 Approach to supporting this project for a minimum of 10 years

SIEMENS: Approach to supporting this project for 10 years and beyond

No company except Siemens can provide the comprehensive life cycle portfolio of building technology solutions, making us a true strategic partner for Maricopa County. Our unique portfolio covering the building's entire life cycle combines innovative infrastructure solutions with comprehensive services to achieve maximum efficiency.

Some of our approaches and solutions include (but are not limited) to the following:

- Emergency Onsite Response: Monday through Sunday, 24 Hours per Day
- Data Protection & Data Recovery Services
- Preventive Maintenance
- Control Loop Tuning
- Software Maintenance
- Network Maintenance
- Repair & Replacement Services
- Software Support and Updates
- Firmware Updates
- Energy Checkup
- Siemens DEMAND FLOW® Central Plant Optimization Solution
- Siemens Energy Benchmarking Service
- Siemens EMC (Energy Monitoring & Controlling)

Emergency Onsite Response:

Emergency Onsite Response can be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Data Protection & Data Recovery Services

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

Preventive Maintenance

We can provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Control Loop Tuning

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. .

Software Maintenance

Siemens can address any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. We will perform this service using onsite visits and / or remote services (if applicable).

Network Maintenance

Using Siemens Network Performance Diagnostic Technologies, our proactive calibration and tuning of the data network analyzes variables impacting network performance,

including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation. This will increase data network up-time and allow for faster problem resolution.

Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens can provide labor and / or materials to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions.

Software Support and Updates

Siemens can provide you with software and documentation updates to your existing Siemens software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry.

Firmware Updates

We can provide you with firmware and documentation updates to your existing PXC Modular APOGEE field panels. Onsite training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design; a commitment unique in our industry.

Energy Checkup

The Siemens Energy Checkup Service provides an in-depth view of key aspects of facility performance, ranging from an energy performance benchmark, automation systems, metering, and recently performed energy conservation measures. Through interviews with key facility personnel and a thorough inventory of building equipment and systems, the Energy Checkup report gives facility managers valuable insight into equipment performance, operating rules, and key recommendations for improving energy efficiency and procurement strategies. As part of the Energy Checkup Service, Siemens personnel will meet in person with key facility management and staff to review the details of the report, and identify additional areas of focus.

Siemens DEMAND FLOW® Central Plant Optimization Solution

DEMAND FLOW from Siemens helps you operate and cool your buildings for less money. Our technology enables you to reduce your energy consumption by up to 50%, while completely maintaining occupant comfort. DEMAND FLOW is specifically designed for centrifugal chilled water systems and has been proven in over 150

applications to date. Chiller plants utilizing Demand Flow consistently display plant efficiency with an EER up to 10.7.

DEMAND FLOW is a holistic approach for optimizing a chilled water system. It is proven in all facility types and integrates with any chiller product and building automation system.

Highlights of DEMAND FLOW:

- Increases the deliverable tonnage of the chilled water plant
- Simplifies plant operations without sacrificing comfort
- Allows plant to more accurately maintain optimal differential system pressure
- Entire system saves energy
- Specialized control algorithms
- No costly variable frequency drives on chiller compressor motors
- Automatically optimizes all functions
- Control from anywhere via Internet
- Chiller agnostic; i.e. not specific to any chiller manufacturer
- Can be implemented without voiding equipment warranties
- Integration of all commercially available controls and building management systems

Siemens ENERGY BENCHMARKING SERVICES

Siemens helps you obtain ENERGY STAR® labeling and LEED® Green Building Certification in new construction, existing buildings, commercial interiors and core and shell development.

Siemens UTILITY DATA AND INVOICE MANAGEMENT SERVICE

Siemens Utility Data & Invoice Management service identifies utility savings and billing mistakes that customers often do not find using their current processes and applied expertise. Customers benefit from having organized, online energy data, which provides a more accurate and comprehensive look into energy costs, sustainability performance, trends and corrective actions, etc. Siemens offers a proprietary utility bill management (UBM) process and solution that are an industry standard. Siemens process and solution are not outsourced and are widely regarded as the highest service in the market.

Siemens EMC (Energy Monitoring and Controlling)

As part of our extensive services portfolio, our energy services offer you long term energy savings opportunities. We support you in setting up and implementing your specific energy management system. Modular service packages are available to give full consideration to your individual needs and requirements. Only continuous logging and

evaluation of energy consumption data enable you to identify energy savings potential and to assess the success of optimization measures. Reliable information about the quality of building energy consumption can be obtained by paying special attention to external influencing factors (degree days adjustments) and by making comparisons with defined set points (energy budgets). Internet-based EMC offers you a solution that makes energy consumption monitoring and controlling more straightforward than ever before:

- No upfront hardware/software investments.
- Maintenance of central IT infrastructure by Siemens.
- Minimal training needed.
- Intuitive operation via web browser.
- Efficient, decentralized input/transmission of meter readings.
- Extensive user management depending on the know-how and access rights of your staff members.
- Selective access at all times and from any location.
- Easy access to your energy consumption data from any internetworking place.
- Meter reading reminder per email and SMS.
- Automated meter readings (optional).
- Direct input of data into EMC on location reduces necessity for manual transfer of data.
- Remote training can be held simultaneously for staff at different locations.
- EMC grows with your requirements/needs.
- Regular back-up of all data.
- EMC is being continuously improved; upgrades to the functionality become available to customers immediately.

Again, no company except Siemens can provide the comprehensive life cycle portfolio of building technology solutions, making us a true strategic partner for Maricopa County. Our unique portfolio covers the building's entire life cycle and combines innovative infrastructure solutions with comprehensive services to achieve maximum efficiency. It is for these reasons that we can support your building for the 10 years and beyond.

5.6.5 **Proof of Qualifications.**

Please note that the formatting of this section has been arranged so that each paragraph of the response is numbered to reference the same applicable paragraph in the RFP. We believe this will make it easier for the team to evaluate our responses against the RFP requests.

Provide the following:

5.6.5.1 **Provide current Arizona Contractor's License number(s) and type(s).**

SIEMENS: Arizona Contractor's License

Class B-1	262634	General Commercial Contractor
Class L-39	147110	Air Conditioning and Refrigeration
Class L-67	142239	Low Voltage Communications Systems

5.6.5.2 **Provide a narrative and historical description of the firm from inception. Include: History of ownership, Partnership, Incorporation and/or other Organizational information. Include information on the growth of the firm over time to include number of employees, relocation(s) of the firm, major production equipment purchases and replacement.**

SIEMENS: History of our company is included as Attachment D

5.6.5.3 **Provide a statement that the firm has been doing business under the same name for a minimum of ten (10) continuous years and the principals and key personnel have been engaged in successfully providing procurement, management, installation and commissioning of electronic security systems for detention/corrections facilities.**

SIEMENS: See Attachment D and Attachment F

Siemens has been in the environmental control business since the 1896. The management team has been doing this for over 25 years. The resumes of the individuals handling the project also show extensive experience.

5.6.5.4 **Identify Respondent's performance bonding rate.**

SIEMENS: Bonding rate See SII_Bond Capacity_Letter 110314

Siemens has a bonding rate of 0.92%
Example: A $1mil project cost will require a $9,185.00 bond

5.6.5.5 **Provide a completed Contractor's Qualification Statement AIA Document A305.**

SIEMENS: See Attachment E AIA a305
Attachment E-1 List of Current Jobs
Attachment E-2 SII Credit Reference November

5.6.5.6 **Identify total number of full time Project Management Staff, total number of full time Engineering Staff, total number of full time Installation Staff, and total number of full time Maintenance Staff.**

SIEMENS: Southwest Area Staff

Project Managers	13
Engineers	12
Installers	29
Service Technicians	30

5.6.5.7 **Provide resumes of the principals, key personnel, and project managers proposed for this project including the following key personnel:**

5.6.5.7.4 Engineering Staff
5.6.5.7.5 Installation Staff
5.6.5.7.6 Maintenance Staff
5.6.5.7.7 Local Support Technician (for compliance with 2 hour response).

SIEMENS: Phoenix Staff Resumes – See Attachment F

5.6.5.8 **Provide a statement regarding any project related litigation your firm is currently involved in or has been in since the company's inception as a business. State the nature of the litigation and the outcome (this can be included in a separate envelope marked "private information").**

SIEMENS: Statement Regarding Litigation

Siemens Industry, Inc. ("SII"), a subsidiary member of Siemens Corporation, is a multi-billion dollar company involved in wide ranging construction projects. As such Siemens Industry, Inc. has been involved in miscellaneous litigation (e.g., collection of fees, workers' compensation, etc.) arising out of its business, none of which are of a material nature, individually or collectively, as to adversely impact its ability to completely and satisfactorily perform any of its projects.

5.6.5.9 **Provide a list of at least two (2) (completed within the past five years) Federal, State, County and/or local government large government office buildings installations (court houses, prisons, jails or juvenile facilities) that are completed and operational wherein the facility management systems and or related equipment and services meet the following criteria:**

5.6.5.9.4 **Reference One**

Name and location of the project – Arizona State University 4701 West Thunderbird Road Glendale, Arizona.

Type of Project: University Student Recreation Center
Project Delivery Method: Design/Bid/Build
Cost of the Project: $185,859
Size of the Project: 77,844 SqFt
Number of Building Level Panels: 3
Completion Date: 6/30/2012
Security: Standard New Construction
Owner Contact: Tom Wienand, Central Plant Supervisor 602-543-6655
General Contractor: Haydon Corporation; Matt Greer 602-296-1496
Architect: Architekton; 480-894-4637
Mechanical Engineer: Henderson Engineering Marcus Sanchez 602-323-2381

5.6.5.9.5 **Reference Two**

Name and location of the project – USAA

1 North Norterra Drive; Phoenix, AZ.

Type of Project: Office Building, Data Center and Call Center
Project Delivery Method: Design/Bid/Build
Cost of the Project: $2,600,000
Size of the Project: 950,000 SqFt
Number of Building Level Panels: 43
410 Fan Power Boxes, 31 Fan Coil Units
Completion Date: 3/31/2015
Security: Minimum Security
Owner Contact: Connie Bontrager, Facility Engineer 602-421-6619
General Contractor: Holder Construction; Tracy Turner 480-239-3595
Architect: HOK 214-720-6000
Mechanical Engineer: Purdy McGuire Inc.; Kip Hanzlicek 972-239-5357

5.6.5.9.6 **Reference Three**

Name and location of the project – Carondelet Healthcare - St Mary's Hospitals (SMH) & St. Joseph's Hospital (SJH)
SMH 1601 West St Mary's Road; Tucson, AZ 85745
SJH 350 N. Wilmot Road:, Tucson, AZ 85711
Type of Project: Hospital
Project Delivery Method: Design/Build
Cost of the Project: $4,200,000
Size of the Project: SMH 401 Beds, SJH 486 Beds
Number of Building Level Panels: 47
12 Circon Integration Panels, 9 Energy Meters, 37 VFD's, 50 TEC's, 220 ZCU's
Completion Date: Phase I 8/31/2013 Phase II 6/30/2015
Security: Standard New Construction
Owner Contact: Guy Shoaf, Facility Director 520-872-6717
Mechanical Engineer: TME; Caleb Brantley 520-323-2381

5.6.4.1.4 **Maricopa County Reference Jobs**

East Courts 7th Floor
Central Courts Air Handler 2
Central Courts Recorders Server Room
Central Courts Central Plant Migration and Energy Saving Upgrade
West Courts Superior Court Remodel
Building 2855 Central Plant Migration and Energy Saving Upgrade

SIEMENS: See Attachment C for list of additional reference projects.

5.6.8 **Proposal Exceptions**

SIEMENS: No exceptions have been taken to this RFQ

5.6.9 **Attachment A (Vendor Information/Pricing)**

SIEMENS: Pricing Spreadsheet – See Attachment_A_Pricing-14107

5.6.10 **Attachment B (Agreement Page)**

SIEMENS: Agreement page – See Attachment B - webform

5.6.11 **Attachment C (References)**

SIEMENS: Response References – See Attachment C - webform

Document A305

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Maricopa County Office of Procurement

ADDRESS: 320 West Lincoln Street, Phoenix, AZ 85003-2494

SUBMITTED BY: Siemens Industry Inc.

NAME: Darcy Otis

ADDRESS: 4025 East Cotton Center Blvd, Phoenix, AZ 85040

PRINCIPAL OFFICE:

[X] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: Request for Proposal Jails Upgrade Serial 14009-RFP

TYPE OF WORK (file separate form for each Classification of Work):

[ ] General Construction
[X] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? >100

§ 1.2 How many years has your organization been in business under its present business name? 5

§ 1.2.1 Under what other or former names has your organization operated?

Powers Regulator	1891 - 1977	86 yrs.
Mark Controls	1977-1985	8 yrs.
MCC Powers, Inc.	1985 - 1987	2 yrs.
Landis & Gyr Powers, Inc.	1987 - 1996	9 yrs.
Landis & Gyr, Inc.	2/1/1996 - 9/30/1996	8 Months
Landis & Staefa, Inc.	10/1/1996 – 9/30/1998	2 yrs.
Siemens Building Technologies, Inc.	10/1/1998 -09/30/2009	10 yrs.
Siemens Industry, Inc.	10/1/2009- Current	

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 11/28/1972
§ 1.3.2 State of incorporation: Delaware
§ 1.3.3 President's name: David Hopping President and CEO
§ 1.3.4 Vice-president's name(s) Axel Meier Executive VP, CFO and Treasure
§ 1.3.5 Secretary's name: Lisa Greene
§ 1.3.6 Treasurer's name: Axel Meier

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

N/A

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

N/A

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Class B-1 262634 General Commercial Contractor
Class L-39 147110 Air Conditioning and Refrigeration
Class L-67 142239 Low Voltage Communications Systems

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

All of the United States including most cities and counties

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Programming and trouble shooting of the Controls system. Existing Building Commissioning

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

None

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Siemens Industry, Inc. ("SII"), a subsidiary member of Siemens Corporation, is a multi-billion dollar company involved in wide ranging construction projects. As such Siemens Industry, Inc. has been involved in miscellaneous litigation (e.g., collection of fees, workers' compensation, etc.) arising out of its business, none of which are of a material nature, individually or collectively, as to adversely impact its ability to completely and satisfactorily perform any of its projects

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

Siemens Industry, Inc. ("SII"), a subsidiary member of Siemens Corporation, is a multi-billion dollar company involved in wide ranging construction projects. As such Siemens Industry, Inc. has been involved in miscellaneous litigation (e.g., collection of fees, workers' compensation, etc.) arising out of its business, none of which are of a material nature, individually or collectively, as to adversely impact its ability to completely and satisfactorily perform any of its projects.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

Backlog approx.. 5 bil.

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

Average revenue 8.4 bil.

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached RFQ

§ 4. REFERENCES

§ 4.1 Trade References:

Mass Electric Construction 4790 Regent Blvd Suite 100 Irving TX 75063 Fax 972 505 4701 Contact Michael Lannitti;
Randstad 2050 Spectrum Blvd Ft. Lauderdale FL 33309 Fax 954 308 4770 Contact Credit Department
Cast Fab Technologies, Inc 3040 Forrer Street Cincinnati OH 45209 Fax 513 758 1002 Contact Lloyd Rainwater
Scott Armature Companies 2821 Engineers Rd Belle Chasse LA 70937 Fax 504 392 3465 Contact Val Cole

§ 4.2 Bank References:

BNY Mellon Bank 500 Ross Street Pittsburgh PA 15262 Contact www.bnymellon.companies Acct # 224768

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Fidelity and Deposit Company of Maryland (Zurich American Insurance Company) NAIC #39306 & Federal Insurance Company (Chubb Corporation) NAIC # 20281

§ 4.3.2 Name and address of agent:

Marsh (USA) Marisol Mojica 445 South Street, Suite 210 Morristown, NJ 07960 973 401 5024

§ 5. FINANCING

§ 5.1 Financial Statement.

Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. SII is a subsidiary member of the Siemens, A.G. corporate group, a multi-national, multi-billion dollar company. A copy of Siemens, A.G. most recent annual report can be found at www.siemens.com through "Investor Relations".

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See Explanation

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Ernst & Young

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

No.

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Siemens AG is the ultimate parent company of Siemens Industry, Inc. Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. A copy of Siemens, A.G. most recent annual report can be found at www.siemens.com through "Investor Relations."

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

No. Siemens Industry, Inc. is the proper party to guarantee this contract.

§ 6. SIGNATURE

§ 6.1 Dated at this 7 day of January, 2015.

Name of Organization: Siemens Industry Inc.

By: Darcy Otis

Title: Area Manager

§ 6.2

M Darcy Otis being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 7 day of Jan 2015

Notary Public:

My Commission Expires: March 15, 2016

AMY SMYTH
Notary Public, State of Arizona
Maricopa County
My Commission Expires
March 15, 2016

Project Number	Customer Name	Project Manager
44OP-109753	COMFORT SYSTEMS USA (SOUTHWEST) INC	Cousins, Brian
44OP-113055	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-117157	ENTERPRISE ELECTRIC LLC	Wanke, Brian
44OP-118226	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-120129	CARONDELET HEALTH NETWORK	Mohler, Darrin S
44OP-120192	COMFORT SYSTEMS USA (SOUTHWEST) INC	Cousins, Brian
44OP-120254	CARONDELET HEALTH NETWORK	Mohler, Darrin S
44OP-121790	DIGNITY HEALTH	Cousins, Brian
44OP-123250	BRISTON CONSTRUCTION LLC	Cousins, Brian
44OP-124233	INTEL CORP	Wanke, Brian
44OP-128507	DELTA DIVERSIFIED ENTERPRISES INC	Wanke, Brian
44OP-128555	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-128800	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-128998	GENERAL DYNAMICS CORP	Wanke, Brian
44OP-128999	GENERAL DYNAMICS CORP	Wanke, Brian
44OP-129000	GENERAL DYNAMICS CORP	Wanke, Brian
44OP-131749	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-132125	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-132607	CALIENTE CONSTRUCTION INC	Gaxiola, Eugenio A Flores
44OP-133118	BJERK BUILDERS INC	Wanke, Brian
44OP-134864	BRISTON CONSTRUCTION LLC	Cousins, Brian
44OP-134865	BRISTON CONSTRUCTION LLC	Cousins, Brian
44OP-136618	GENERAL DYNAMICS C4 SYSTEMS INC	Wanke, Brian
44OP-137251	HACI MECHANICAL CONTRACTORS INC	Gaxiola, Eugenio A Flores
44OP-137475	HOLDER CONSTRUCTION GROUP LLC	Cousins, Brian
44OP-139709	DAIKIN APPLIED AMERICAS INC	Cousins, Brian
44OP-140315	CALIENTE CONSTRUCTION INC	Gaxiola, Eugenio A Flores
44OP-140433	ARIZONA BOILER COMPANY INC	Gaxiola, Eugenio A Flores
44OP-140511	CARONDELET HEALTH NETWORK	Gaxiola, Eugenio A Flores
44OP-140528	CARONDELET HEALTH NETWORK	Gaxiola, Eugenio A Flores
44OP-140884	BWC ENTERPRISES INC	Gaxiola, Eugenio A Flores
44OP-140913	CALIENTE CONSTRUCTION INC	Gaxiola, Eugenio A Flores
44OP-141183	CALIENTE CONSTRUCTION INC	Gaxiola, Eugenio A Flores
44OP-141721	DELTA DIVERSIFIED ENTERPRISES INC	Wanke, Brian
44OP-141884	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-142140	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-142243	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-142562	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-142624	DAIKIN APPLIED AMERICAS INC	Cousins, Brian
44OP-142628	CALIENTE CONSTRUCTION INC	Gaxiola, Eugenio A Flores
44OP-143399	STURGEON ELECTRIC COMPANY INC	Wanke, Brian
44OP-143402	STURGEON ELECTRIC COMPANY INC	Wanke, Brian
44OP-143412	STURGEON ELECTRIC COMPANY INC	Wanke, Brian
44OP-143600	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-143649	HOLDER CONSTRUCTION GROUP LLC	Beierle, Mike
44OP-143809	S&L CONSTRUCTION LLC	Wanke, Brian
44OP-144111	DPR CONSTRUCTION INC	Gaxiola, Eugenio A Flores

44OP-144309	STURGEON ELECTRIC COMPANY INC	Wanke, Brian
44OP-144364	B&D INDUSTRIES INC	Beierle, Mike
44OP-144369	B&D INDUSTRIES INC	Beierle, Mike
44OP-144389	B&D INDUSTRIES INC	Beierle, Mike
44OP-144668	COBB MECHANICAL CONTRACTORS INC	Beierle, Mike
44OP-144680	ROSENDIN ELECTRIC INC	Beierle, Mike
44OP-144834	DANIEL ENTERPRISES INC	Wanke, Brian
44OP-145752	THE WEITZ COMPANY LLC	Wanke, Brian
44OP-145807	CIGNA HEALTHCARE OF ARIZONA INC	Beierle, Mike
44OP-145933	CH2M HILL FACILITIES SERVICES INC	Gaxiola, Eugenio A Flores
44OP-146614	COMMONWEALTH ELECTRIC COMPANY	Wanke, Brian
44OP-146807	THE WEITZ COMPANY LLC	Wanke, Brian
44OP-147659	HACI SERVICE LLC	Cousins, Brian
44OP-148178	STEVENS LEINWEBER CONSTRUCTION INC	Wanke, Brian
44OP-148427	ASHWORTH CONSTRUCTION INC	Wanke, Brian
44OP-148699	THE VANGUARD GROUP INC	Beierle, Mike
44OP-149043	KINETIC SYSTEMS INC	Gaxiola, Eugenio A Flores
44OP-149089	HACI SERVICE LLC	Wanke, Brian
44OP-149144	SUN STATE BUILDERS INC	Wanke, Brian
44OP-149692	JESSCO ELECTRIC LLC	Wanke, Brian
44OP-149705	WILLMENG CONSTRUCTION INC	Gaxiola, Eugenio A Flores
44OP-149816	BWC ENTERPRISES INC	Gaxiola, Eugenio A Flores
44OP-150472	DKD ELECTRIC LLC	Beierle, Mike
44OP-150576	DATA PROCESSING AIR CORP	Gaxiola, Eugenio A Flores
44OP-150787	D.P. ELECTRIC INC	Wanke, Brian
44OP-151108	CH2M HILL FACILITIES SERVICES INC	Gaxiola, Eugenio A Flores
44OP-151753	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-151841	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-152314	JOKAKE CONSTRUCTION COMPANY	Wanke, Brian
44OP-152411	CFM MECHANICAL LLC	Gaxiola, Eugenio A Flores
44OP-152681	DAIKIN APPLIED AMERICAS INC	Cousins, Brian
44OP-152785	RAMIREZ ARCHITECTS INC	Wanke, Brian
44OP-152887	RKS PLUMBING & MECHANICAL INC	Gaxiola, Eugenio A Flores
44OP-153110	THOMAS G CAMPBELL CONSTRUCTION INC	Wanke, Brian
44OP-153225	HACI SERVICE LLC	Cousins, Brian
44OP-153944	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-154623	HACI MECHANICAL CONTRACTORS INC	Gaxiola, Eugenio A Flores
44OP-154826	FORESITE DESIGN & CONSTRUCTION INC	Gaxiola, Eugenio A Flores
44OP-154868	QUIK TRIP CORP	Beierle, Mike
44OP-154892	SUN BEST BUILDERS INC	Wanke, Brian
44OP-154961	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-155151	DATA PROCESSING AIR CORP	Wanke, Brian
44OP-155194	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-155242	SUN BEST BUILDERS INC	Wanke, Brian
44OP-155376	KONE INC	Wanke, Brian
44OP-156010	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-156309	TRANSLATIONAL GENOMICS RESEARCH	Gaxiola, Eugenio A Flores
44OP-157344	D.P. ELECTRIC INC	Wanke, Brian

44OP-157346	GUTHRIE GENERAL INC	Wanke, Brian
44OP-157440	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-157984	INTERPHASE CONTROLS & ELECTRICAL	Beierle, Mike
44OP-158603	D.P. ELECTRIC INC	Wanke, Brian
44OP-158739	DATA PROCESSING AIR CORP	Wanke, Brian
44OP-158919	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-159097	THE VANGUARD GROUP INC	Beierle, Mike
44OP-159415	D K REALTEC INC	Wanke, Brian
44OP-160243	ROSENDIN ELECTRIC INC	Beierle, Mike
44OP-160321	SAP AMERICA INC	Beierle, Mike
44OP-160773	HACI MECHANICAL CONTRACTORS INC	Cousins, Brian
44OP-160872	JESSCO ELECTRIC LLC	Wanke, Brian
44OP-161031	ARIZONA GRAND RESORT LLC	Wanke, Brian
44OP-161281	THE WEITZ COMPANY LLC	Wanke, Brian
44OP-161288	CHRIST LUTHERAN SCHOOL	Wanke, Brian
44OP-161405	INTEL CORP	Wanke, Brian
44OP-161415	INTEL CORP	Wanke, Brian
44OP-162134	THE VANGUARD GROUP INC	Beierle, Mike
44OP-162287	WILSON ELECTRIC COMPANY INC	Wanke, Brian
44OP-162304	ENERGY LABS INC	Wanke, Brian
44OP-162357	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-162396	ENERGY LABS INC	Wanke, Brian
44OP-162421	THE VANGUARD GROUP INC	Beierle, Mike
44OP-162501	THE VANGUARD GROUP INC	Beierle, Mike
44OP-163024	SWIFTSURE REALTY CORP	Beierle, Mike
44OP-163138	JOKAKE CONSTRUCTION COMPANY	Wanke, Brian
44OP-163139	WESPAC CONSTRUCTION INC	Wanke, Brian
44OP-163222	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-163712	CALIENTE CONSTRUCTION INC	Wanke, Brian
44OP-164145	CH2M HILL FACILITIES SERVICES INC	Gaxiola, Eugenio A Flores
44OP-164238	BALANCED HEATING & AIR	Cousins, Brian
44OP-164311	THE VANGUARD GROUP INC	Beierle, Mike
44OP-164492	DBSI INC	Barker, Jeffery
44OP-164662	THE WEITZ COMPANY LLC	Wanke, Brian
44OP-164838	KEARNEY ELECTRIC INC	Wanke, Brian
44OP-165022	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-165072	SWIFTSURE REALTY CORP	Beierle, Mike
44OP-165359	SWIFTSURE REALTY CORP	Beierle, Mike
44OP-165555	SUN MECHANICAL CONTRACTING INC	Gaxiola, Eugenio A Flores
44OP-165873	STEVENS LEINWEBER CONSTRUCTION INC	Wanke, Brian
44OP-166323	DAIKIN APPLIED AMERICAS INC	Cousins, Brian

ATTACHMENT F

Project Team:

A partnership with Siemens means you'll be working with a team of professionals with a proven track record of delivering successful solutions. Below is an overview of the Building Automation team that will work together to help you achieve your goals.

The Building Automation team provides products, systems, and services that automate facility infrastructures and manage energy. Our mission is to optimize building performance.

Siemens' solutions encompass building automation systems and services, energy management services and solutions, critical manufacturing environments, building operations, and building systems integration.

The following are functional descriptions of the personnel who will support and manage your account.

Antonio Flores *PMP* Project Manager

Experience Summary:

Antonio has 5 years experience as a Project Manager with experience in Building Automation Systems, Security Systems and Airfield Lighting Control Systems. He also has experience in Facility Management and manufacturing. Current responsibilities include customer relations and problem resolution, subcontractor procurement and management, establishing budgets, forecasting and scheduling manpower and material, job site visits and documentation of such.

Antonio has a Bachelor of Science in Electronics and Communications Engineering Monterrey Institute of Technology and Higher Education in Mexico City. He also has the PMP credential from the Project Management Institute.

Major Projects / Accounts:

- Carondalete Health Network, Tucson, AZ
- Maricopa County FMS, Phoenix, AZ

Siemens Airfield Solutions. Columbus, OH. Project Manager

- Managed multiple Airfield Lighting Control and Monitoring System projects throughout its lifecycle from initial quote stage until SAT and training, projects took place at International Airports and U.S.A. Air Force Bases
- Fairchild AFB (Spokane, WA) Eareckson Air Station (Shemya, AK) and Moody Air Force Base (Valdosta, GA)
- Calgary International Airport, Mexico City International Airport and San Juan International Airport in Puerto Rico.
- Manage several projects simultaneously
- Review customer issues, identify product improvements and negotiate solutions with stakeholders

- Analyze system specifications and create quotes based on system requirements
- Complete site visits to collect all pending data required to properly design stems for intended applications
- Identify new opportunities submitting RFI and COR
- Generate Engineering drawings and project Submittals to propose intended solution based on system requirements
- Procured all electronics, software, and custom fabrication orders to integrate systems through logistics and manufacturing
- Host Factory Acceptance Test with representatives from Owner and Engineering firms
- Direct contractors during installation and commissioning tasks
- Prepare training documentation
- Provide operational, maintenance and safety trainings
- Perform Site Acceptance Test with representatives from Owner and Engineering firms

Darrin Mohler Branch Operations Manager

Experience Summary:

Darrin has been the Operations Manager for the past 4 years and has 10 years experience as a Project Manager. The majority of experience has been with Building Automation Systems, Fire Life Safety Systems and Security Systems. Current responsibilities include profit and loss, overall customer satisfaction, manpower evaluation, corporate liaison and to ensure safety compliance.

Major Projects / Accounts:

- Maricopa County Court Tower
- City of Phoenix Crime Laboratories
- Chandler Regional Medical Center
- St. Mary's and St. Joseph's Hospitals
- Lockheed Martin
- Fidelity Information Services
- Flagstaff Medical Center
- Mayo Clinic of Arizona
- University of Arizona Science and Technology Park
- Intel - Chandler
- ICG/TGEN
- American Express Service Center

Nathan Davis *BSME, EIT Certification, LEED Green Associate*, Sr. Sales Engineer, Lead Estimator

Experience Summary:

Nathan has worked in the HVAC Controls Industry in the Phoenix Area for over 14 years. He started in the HVAC business in 1985 as a designer and estimator. He has been with Siemens since 2011as a Sr. Sales Executive with focus on Building Automation / Energy Management Systems for Government and Higher Education. He is national account responsibility for Daikin Applied's Modular Chiller Plant. Nathan has a Bachelor of Science in Mechanical Engineering from West Virginia University, in Morgantown, WV.

Major Projects / Accounts:

- Maricopa County FMS, Phoenix, AZ
- Arizona State University West Campus
- City of Avondale
- City of Phoenix
- City of Apache Junction
- Daikin Applied Modular Chiller Plant
- City of Phoenix
- ICG/TGEN

Ken Pschierer Area Automation Specialist / Programmer

Experience Summary:

Ken has been with Siemens for over 20 years and his current position is Area Automation Specialist. Ken is responsible for the product training needs of both our system specialists and our customers throughout the Southwest Area. Ken continues to be heavily involved in programming, 3rd party integration, troubleshooting, and managing subcontractors.

Major Projects / Accounts:

- Chandler Regional Medical Center
- St. Mary's and St. Joseph's Hospitals
- Lynchburg General Hospital
- Virginia Tech Veterinary Hospital
- Ross Laboratories (VA)
- Roanoke Civic Center
- USAA Phoenix NorTerra
- Maricopa County
- Flagstaff Medical Center
- ICG/TGEN
- City of Phoenix Crime Laboratories
- Metrocenter Mall
- MGM Properties

Kenn Jerger Service Account Engineer

Experience Summary:

Kenn has 25+ years of designing, installing and programming DDC systems with 12 of those years with Siemens. Prior to joining Siemens he served 20 years with Federated Department Stores Energy Management, Property Management and Facilities Management.

Major Projects / Accounts:

- Chandler Regional Medical Center, Chandler, AZ
- Miami University of Ohio
- University of Arizona Science and Technology Park – Tucson, AZ
- Ventana Medical Systems – Tucson, AZ
- United States Post Office – Tucson, AZ
- Proctor and Gamble World Headquarters - Cincinnati
- University of Cincinnati
- Bethesda North Hospital - Cincinnati
- Banner Estrella Hospital - Phoenix
- Mountain Vista Medical Center - Mesa
- Flagstaff Medical Center
- American Express
- Maricopa County
- Shillito's, Rike's, Lazarus, Riches, Goldsmith's, Macy's Department Stores

Steve Meyer Engineering Specialist

Experience Summary:

Steve has 18+ years of designing, installing and programming DDC systems with 6 of those years with Siemens. Prior to joining Siemens he had various jobs doing Energy Management, Property Management and Facilities Management.

Major Projects / Accounts:

- Chandler Regional Medical Center, Chandler, AZ
- Ventana Medical Systems – Tucson, AZ
- Mountain Vista Medical Center - Mesa
- Flagstaff Medical Center
- American Express
- Maricopa County
- USAA

Michelle Luppino *BSME, PE, LEED AP* Engineering Supervisor

Experience Summary:

Michelle has worked for Siemens Industry for over 7 years. In addition to her current role in engineering, she has been involved in all stages of building automation projects from initial design and specifications to startup, programming, and commissioning in the field. Michelle also has her PE in Mechanical Engineering and is LEED accredited.

Major Projects / Accounts:

- City of Hope National Medical Center
- St Joseph Hospital of Orange
- Long Beach Memorial Hospital
- Agensys, Inc., an affiliate of Astellas Pharma Inc
- Food and Drug Administration, Irvine, BSL-3 Laboratory
- NASA Dryden Flight Research Center
- CalPoly San Luis Obispo – various
- University of California, Los Angeles - various
- Terranea Resort

Vince Burbes *BSME, EIT Certification* Systems Engineer

Experience Summary:

Vince has been a Systems Engineer for the past 3 years after graduating from ASU with a Bachelor of Science in Mechanical Engineering. The majority of experience has been with Building Automation Systems. Current responsibilities include project specification and documents review, project drawings, and material selection.

Major Projects / Accounts:

- Chandler Regional Medical Center
- CIGNA Healthcare of AZ
- Fidelity Information Services
- Flagstaff Medical Center
- Maricopa County
- Arizona Department of Administration
- Sandia National Laboratories

Nick Dakis Design/Graphics Engineer

Experience Summary:

Nick has worked for Siemens Industry for over 4 years, with 2 years prior experience as a mechanical CAD drafter. His qualifications include Building Information Modeling (BIM) and extensive 3D Graphic renderings.

Major Projects / Accounts:

- Chandler Regional Medical Center
- St. Mary's and St. Joseph's Hospitals
- City Center Resort/Casino, Las Vegas
- Planet Hollywood by Westgate Resort/Casino, Las Vegas
- The Cosmopolitan Resort/Casino, Las Vegas
- Clark County Detention Facility, Las Vegas
- United States Post Office, Las Vegas, Tucson
- American Express, Phoenix
- Metrocenter Mall, Phoenix
- University of Arizona Science and Technology Park – Tucson, AZ

William Joyce Senior Service Technician

Experience Summary:

William has 25+ years of installing and programming DDC systems building controls with respect to various-scaled projects, interacting with customer contacts and contractors in order to ensure quality and customer satisfaction. He has planned, organized and executed mechanical and controls projects of all sizes, including estimates, budgets, bid packages and scope of work. He has provided field service support and has been the customer liaison for service and repair for a broad customer base in support of building automation systems. He has performed the repair and replacement of controls, software and program trouble shooting. He has performed mechanical systems troubleshooting, energy consultant, and tenant improvements. He has extensive training in leading edge building controls technologies. Continuous improvement projects for customers in support of energy conservation and cost savings.

Major Projects / Accounts:

- Chandler Regional Medical Center, Chandler, AZ
- St. Mary's and St. Joseph's Hospitals
  United States Post Office – Tucson, AZ
- Banner Estrella Hospital - Phoenix
- Mountain Vista Medical Center - Mesa
- Flagstaff Medical Center
- Maricopa County Projects

Steve Juras Service Technician

Experience Summary:

Steve has 20+ years of trouble shooting, installing and programming DDC systems with an additional 10 years as a bench technician in the national repair center in Buffalo Grove.

Major Projects / Accounts:

- Chandler Regional Medical Center, Chandler,
- University of Arizona Science and
- Technology Park – Tucson, AZ
- Ventana Medical Systems – Tucson, AZ
- United States Post Office – Tucson, AZ
- University of Arizona west campus
- ON Semi Conductor
- USAIRWAYS
- Banner Estrella Hospital - Phoenix
- Mountain Vista Medical Center - Mesa
- Flagstaff Medical Center
- American Express
- Maricopa County

Keith Lawrence Service Technician

Experience Summary:

Steve has 7+ years of trouble shooting, installing and programming DDC systems

Major Projects / Accounts:

- City of Peoria - Peoria, AZ
- City of Scottsdale – Scottsdale, AZ
- City of Phoenix – Phoenix, AZ
- Hines Properties – Phoenix, AZ
- DOC – Sacaton, AZ
- Phoenix Elementary School District – Phoenix, AZ
- INTEL Semi Conductor
- Freescale – Phoenix, AZ
- University of Arizona - Tucson, AZ
- Casidy Turley - Tucson, AZ

Aaron Bitterman Solutions and Service Technician

Experience Summary:

Aaron has 24 years of experience in low voltage systems, including but not limited to: engineering/design, wiring/installation and troubleshooting/commissioning in any phase of construction. Aaron has been with Siemens for almost 3 years. Prior to joining Siemens Aaron worked for Millennium 3 Technologies, Guardian Protection Services and Columbia Controls Technologies.

Major Projects / Accounts:

- Maricopa County
- Chandler Regional Medical Center, Chandler, AZ
- Arizona State University
- AT&T/ Quest Data Centers – Mesa, Phoenix, Tucson
- City of Yuma Police Headquarters and Supreme Courts
- Boeing Apache Helicopter Plant
- City of Mesa Municipal Court Building
- City of Phoenix Water Treatment Facilities
- City of Glendale Water Treatment Facilities
- Phoenix Convention Center and Venues
- Flagstaff Medical Center

SIEMENS **Completed Jobs** Maricopa Serial 14107-MS

Siemens Migration Projects

Customer Name:	Mountain Vista Medical Center 1301 South Crimson Road; Mesa, AZ 85023

Type of Project: Hospital
Project Delivery Method: Design/Build/Manage
Cost of the Project: $278,000
Size of the Project: 381,000 SqFt
Number of Building Level Panels Migrated: 17
Completion Date: 12/31/2014
Security: Standard Construction Security
Contact Information: Roy Gallegos, Director of Plant Operations 480-358-6693

Solutions Provided:
The hospital had an existing Siemens APOGEE system and wanted to get it upgraded to the latest technology. Siemens replaced all the MEC/MBCs with new PXC Modular's without disrupting hospital operations.

Customer Name:	Discover Card Financial Services 2602 West Beardsley Road; Phoenix, AZ 85027

Type of Project: Data Center/Offices
Project Delivery Method: Design/Build/Manage
Cost of the Project: $155,000
Size of the Project: 323,000 SqFt
Number of Building Level Panels Migrated: 15
Completion Date: 10/31/2014
Security: Minimum Security
Contact Information: Ken Thomason, Chief Engineer 623-643-6114

Solutions Provided:
The owner had an existing Siemens APOGEE system and wanted to get it upgraded to the latest technology. Siemens replaced all the MEC/MBCs with new PXC Modular's without disrupting daily operations.

SIEMENS

Completed Jobs

Maricopa Serial 14107-MS

Customer Name:	Carondelet Healthcare - St Mary's Hospitals (SMH) & St. Joseph's Hospital (SJH) SMH 1601 West St Mary's Road; Tucson, AZ 85745 SJH 350 N. Wilmot Road:, Tucson, AZ 85711

Type of Project: Hospital
Project Delivery Method: Design/Build
Cost of the Project: $4,200,000
Size of the Project: SMH 401 Beds, SJH 486 Beds
Number of Building Level Panels: 47
12 Circon Integration Panels, 9 Energy Meters, 37 VFD's, 50 TEC's, 220 ZCU's
Completion Date: Phase I 8/31/2013 Phase II 6/30/2015
Security: Standard New Construction
Owner Contact: Guy Shoaf, Facility Director 520-872-6717
Mechanical Engineer: TME; Caleb Brantley 520-323-2381

Solution Provided:
The scope of work for this project included the integration of current and future Direct Digital Control (DDC) Systems at the Carondelet Health Network (CHN) Facilities: St. Joseph's, and St. Mary's Hospitals, into a single Siemens Energy Management and Control System (EMS) that could be accessed from the Operator Workstations at the current Facility Operations offices and from remote locations. The project included replacing pneumatic equipment, and integrating existing Johnson Controls and Circon LON equipment. Includes taking over AHU's, MUA, terminal units, while in a live environment for both hospitals. Phase II consisted of changing out constant volume terminal boxes to Zone Controlled Units throughout both hospitals including OR's, Patient Rooms, Trauma Area's, Isolation Rooms and common areas.
Contract value for Phase I $1.9M, Phase II $1.7M, estimated $3.5M for Phase III – V.

SIEMENS **Completed Jobs** Maricopa Serial 14107-MS

Siemens Construction Projects

Customer Name:	Arizona State University 4701 West Thunderbird Road; Glendale, AZ 85306

Type of Project: University Dining Hall
Project Delivery Method: Design/Bid/Build
Cost of the Project: $115,465.00
Size of the Project: 20,629 SqFt
Number of Building Level Panels: 2
Completion Date: 4/30/2012
Security: Standard New Construction
Owner Contact: Tom Wienand, Central Plant Supervisor 602-543-6655
General Contractor: Hardison Downey; David Luke 602-366-1225
Architect: Hanbury Evans Wright Vlattas; Bill Hopkins 757-321-9629
Mechanical Engineer: TME; Stephanie Thomas 520-323-2381

Solutions Provided:
This project was to add a new dining hall on the campus of ASU. We extended the Siemens APOGEE System to include the new building.

Customer Name:	Arizona State University 4701 West Thunderbird Road; Glendale, AZ 85306

Type of Project: University Student Recreation Center
Project Delivery Method: Design/Bid/Build
Cost of the Project: $185,859.00
Size of the Project: 77,844 SqFt
Number of Building Level Panels: 3
Completion Date: 6/30/2012
Security: Standard New Construction
Owner Contact: Tom Wienand, Central Plant Supervisor 602-543-6655
General Contractor: Haydon Corporation; Matt Greer 602-296-1496
Architect: Architekton; 480-894-4637
Mechanical Engineer: Henderson Engineering; Marcus Sanchez 602-323-2381

Solutions Provided:
This project was to add a new student recreation center on the campus of ASU. We extended the Siemens APOGEE System to include the new building.

SIEMENS

Completed Jobs

Maricopa Serial 14107-MS

Customer Name:	**USAA** **1 North Norterra Drive; Phoenix, AZ 85085**

Type of Project: Office Building, Data Center and Call Center
Project Delivery Method: Design/Bid/Build
Cost of the Project: $2,600,000
Size of the Project: 950,000 SqFt
Number of Building Level Panels: 43
410 Fan Power Boxes, 31 Fan Coil Units
Completion Date: 3/31/2015
Security: Standard New Construction
Owner Contact: Connie Bontrager, Facility Engineer 602-421-6619
General Contractor: Holder Construction; Tracy Turner 480-239-3595
Architect: HOK 214-720-6000
Mechanical Engineer: Purdy McGuire Inc.; Kip Hanzlicek 972-239-5357

Solution Provided:
This project was to add new DDC installation for 4 new office buildings and 1 parking garage. One new building was connected to an existing building which had to be heavily coordinated to minimize operational impacts. Two buildings and parking garage owner occupied in Dec 2014 and the remaining to be occupied in March 2015.

EXHIBIT C

FACILITITIES MANAGEMENT REQUIREMENTS

1.0 HOURS OF SERVICE:

1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime Saturday or, Sunday.

1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

1.5 Services shall be available 24/7, 365 days per year.

1.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request.

2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

3.5 Only one trip charge may be charged per service call.

3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.2 The Contractor’s service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:

4.4.1 Shirt/blouse
4.4.2 Vest
4.4.3 Cap

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD.). Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

6.0 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

8.0 PROJECT WORK:

Inquiries may be submitted by telephone or at the time of walk through but must be followed up in writing. No oral communication is binding on Maricopa County. Any changes to the original specification must be acknowledged in writing as part of the response to the solicitation/quote.

SIEMENS INDUSTRY, INC., 4025 E. COTTON CENTER BLVD., PHOENIX, AZ 85040

PRICING SHEET: 90608, 91017, and 94172

Terms:	NET 30
Vendor Number:	2011000503 0
Telephone Number:	602-567-2215
Fax Number:	866-304-8945
Contact Person:	Nathan Davis
E-mail Address:	nathan.w.davis@siemens.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **March 31, 2018.**