

Desigo CC: Overview

The integrated building management platform

A network across all 50 states

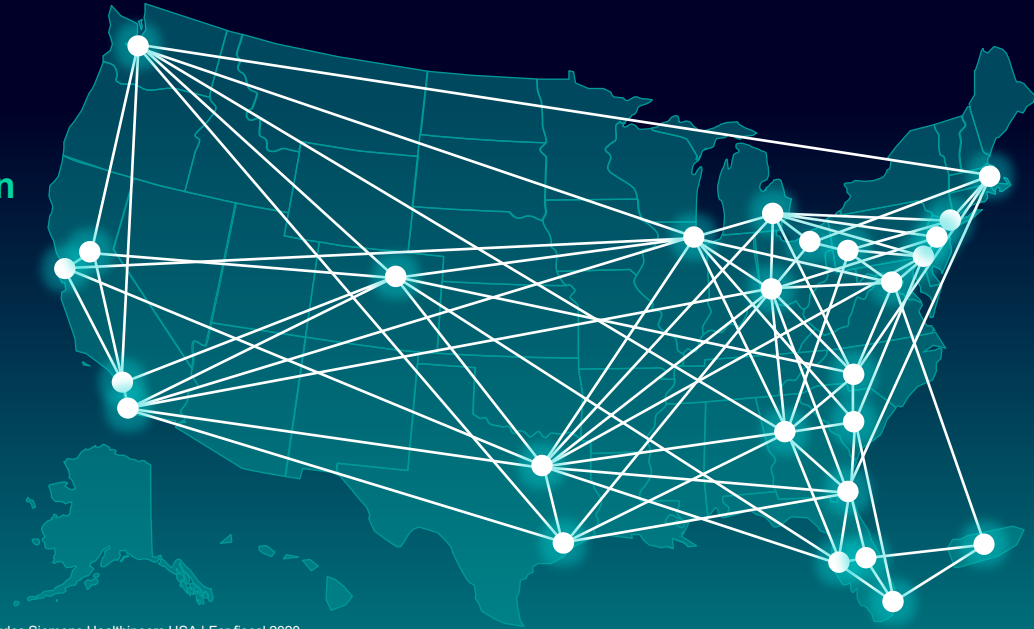
\$17.2 Billion
Annual Revenue¹

Over \$225 Million
In Annual Exports²

40,000
Employees Strong¹

24,000
U.S. Suppliers²

26
Manufacturing Sites²



¹ Includes Siemens Healthineers USA | ² Excludes Siemens Healthineers USA | For fiscal 2020
© Siemens 2021

- Southeast Zone

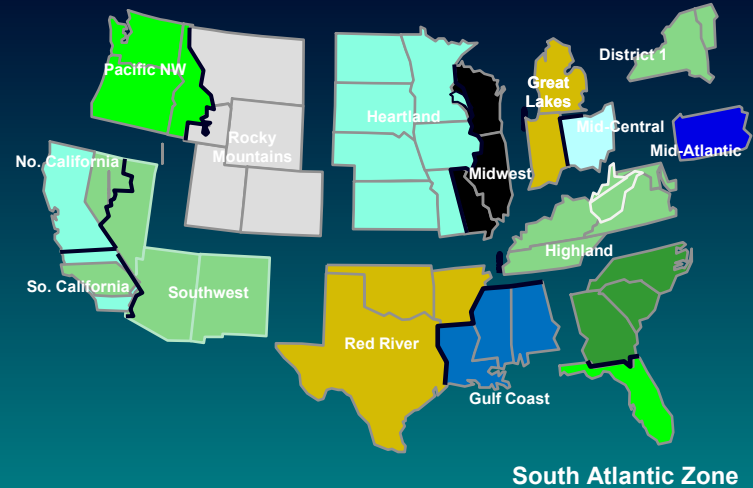
- Florida, Georgia, North and South Carolina and Caribbean

- Florida

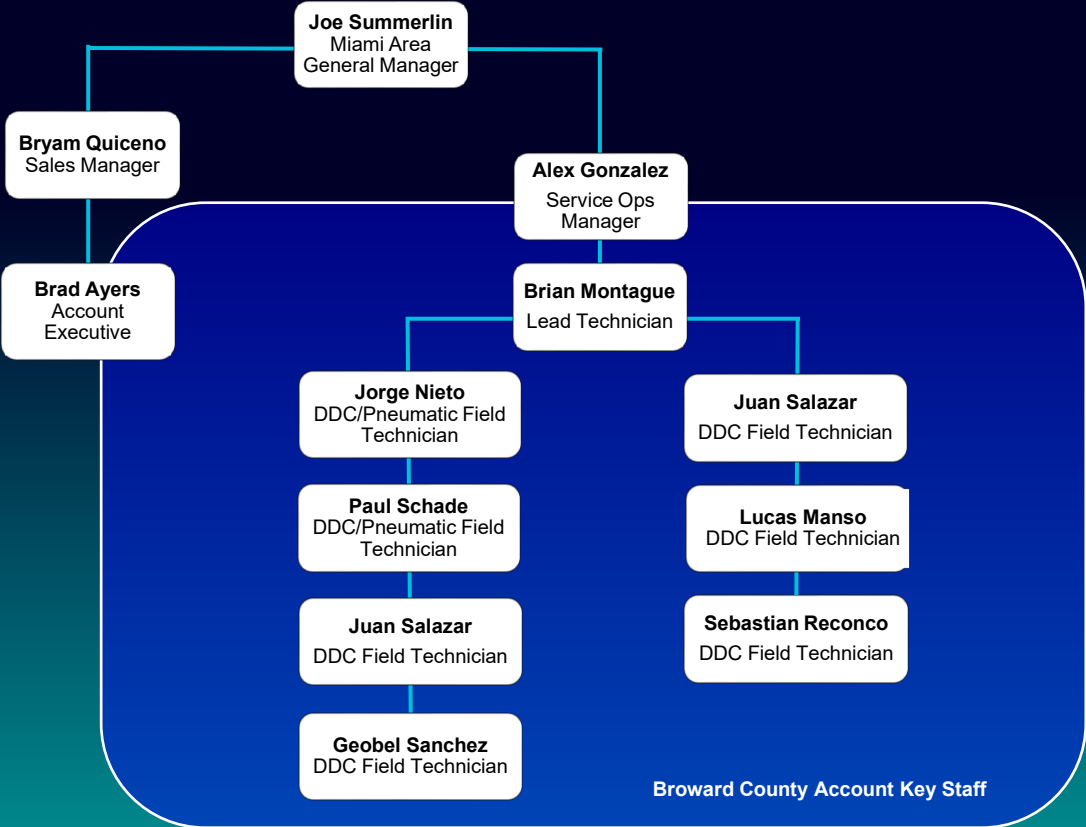
- Seven Field Offices in Florida
 - Over 600 Employees

- Local Office

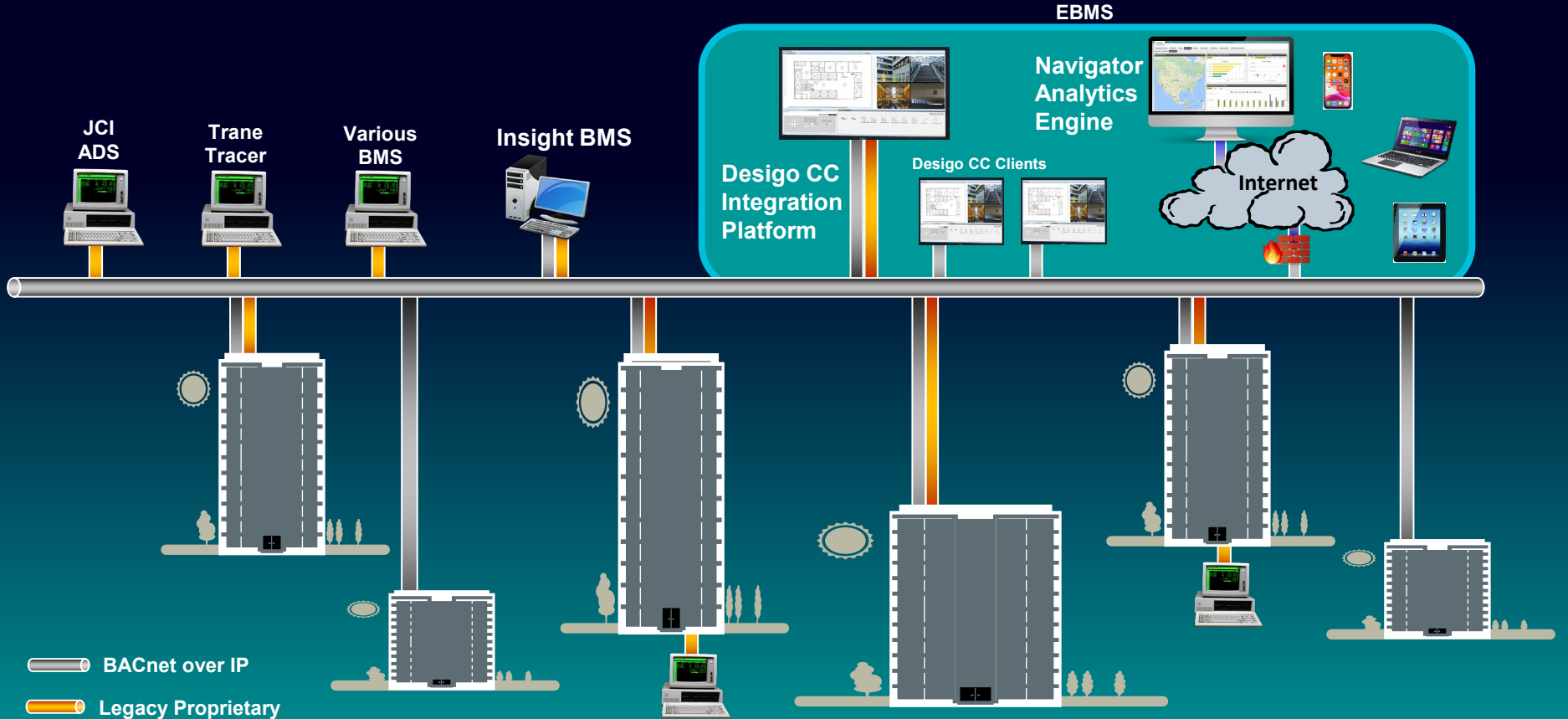
- Miramar Office -180 employees



Local Project Staff



Integrated Building



Exceptions / Clarifications to RFP and T&Cs

Within the RFP Document

- Per the RFP Special Instructions To Vendors (Section B Paragraph 1.) there is a 10% goal on Optional Services. Optional Services for this contract will be defined in the future as these services are required by the County and have not been defined at this time. Without a clear scope of work for the Optional Services to be provided, Siemens is unable to solicit Letters of Intent from CBE firms. Siemens would like to reserve the ability to select the proper CBE trades and firms to be added to the contract at the time the County defines the Optional Services to be provided.

WITHDRAWN - Siemens will withdraw our request for modification of this section pursuant to the conference between Broward and Siemens, which occurred 05/2/2022 and the pending confirming e-mail from the OESBD.

- Supplier Response - Form Insurance Requirements, paragraph C reads as follows “....County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County....”. Siemens considers our insurance policies to be a Strictly Confidential trade secret and will provide copies as part of a court order. We respectfully request this language be stricken.

WITHDRAWN - Siemens will withdraw our request for modification of this section based on the clarification provided by the County.

Exceptions / Clarifications to RFP and T&Cs

Within the proposed Contract

- 4.1 Term

- This contract is being solicited as best value for the County and these services are critical to the County's operation. As such, the County would benefit from a long-term relationship with a single service provider, in lieu of having to source these services every three to five years. If the selected vendor is unable to meet the County's needs the County always has the option to end the contract for convenience.
- Current Language ... and shall end three (3) years thereafter...
- Proposed Languageand shall end ten (10) years thereafter...

WITHDRAWN - Siemens will withdraw our request for modification of this section based on the clarification provided by the County. However, Siemens believes it would be in the best interest of the County to extend the terms of this contract.

- 4.4 Extension Rates and Terms

- The current economic environment is having a greater inflationary impact on internal costs over the proposed cap of 3%.
- Current Language ...maximum change of three percent (3%). Hourly...
- Proposed Language ...maximum change of eight percent (10%). Hourly...

Per the County's Response if selected we look forward to reaching mutually agreeable terms.

Exceptions / Clarifications to RFP and T&Cs

- 6.6 Discriminatory Vendor and Scrutinized Lists; Countries of Concern.
 - Article 6.6 combines into a single paragraph three separate certifications / disclosures subject to three differing Florida statutory requirements. Its second “scrutinized companies” representation directly relates to the Scrutinized Companies List Certification, p.83, in the Vendor Questionnaire and Standard Certifications, Solicitation BLD2123540P1. In accordance with its approval of the primary formal Scrutinized Companies List Certification, p.83, Siemens respectfully proposes the following minor redlines to Article 6.6 in order to better clarify its compliance with three separate differing Florida statutes:
 - Proposed Language6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes,~~and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes.~~ Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the "scrutinized company" grounds in the Scrutinized Companies List Certification, p.83, in the Vendor Questionnaire and Standard Certifications, Solicitation BLD2123540P1, in compliance with stated in Section 287.135, 215.473 or 215.4725 Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes....

The County and Siemens have previously reached mutually agreeable language for these terms and Siemens respectfully requests this language be accepted for this contract if selected.

Exceptions / Clarifications to RFP and T&Cs

- 8.1 Articles Insurance
 - Last sentence of this paragraph conflicts with the RFP Insurance Requirements p. 99. paragraph F.
 - Proposed Language for 8.1 ... employees, or Subcontractors in connection with this Agreement. ~~County reserves the right at any time to review and adjust the limits and types of coverage required under this article.~~ Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

WITHDRAWN - Siemens will withdraw our request for modification of this section based on the clarification provided by the County.

- 8.3 Articles of Insurance
 - Siemens considers our insurance policies to be a Strickly Confidential trade secret and will only provide copies as part of a court order.
 - Proposed LanguageOn or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, ~~certified copies of all required insurance policies and~~ all required endorsements within thirty (30) days after County's request.

If selected Siemens would accept the County's proposed alternate language.

Exceptions / Clarifications to RFP and T&Cs

- Exhibit A Planned Services 2.7.2
 - This paragraph requires an initial response for an Emergency call to be onsite within two hours. With today's technology a significant number of repairs can be resolved remotely, without the need to dispatch an onsite technician. Siemens is proposing to modify this paragraph to allow either an initial response onsite or online within two hours.
 - Proposed Language2.7.2. Emergency, initial response onsite or online within two (2) hours on a 24 hours/day, 365 days/year basis.

Per the County's Response if selected we look forward to reaching mutually agreeable terms.

- Exhibit I ETS Security Requirements
 - Siemens recently reviewed this exhibit with County personnel for County contract R1243101P1 and a Master set of terms for this Exhibit were developed. Siemens requests Exhibit I be replaced with the Terms previously agreed to by the County and Siemens.

The County and Siemens have previously reached mutually agreeable language for these terms and Siemens respectfully requests this language be accepted for this contract if selected.

Questions?