



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Omnia Partners
2. Contractor:	Siemens Industry, Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	Building Management Services – University of California, CA, Contract No. 2023003490
4. Cooperative Agency Initial Agreement Term:	Start Date: May 26, 2023 End Date: May 25, 2028
5. Cooperative Agency's Agreement-Options to extend:	Option to renew for five (5) additional successive one-year periods through May 25, 2033
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	Five (5) additional successive one-year periods through May 25, 2033
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon execution End Date: May 25, 2028
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$607,266.05 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Building Management Services - University of California, CA Contract # 2023003490 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as **Exhibit A** to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through May 25, 2028, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as **Exhibit A**, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached **Exhibit B**.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for building automation service upgrade in the above-named COOP and associated documents incorporated herein as **Exhibit A** and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$607,266.05 for HVAC Controls Software Services and Building Automation System Upgrade. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

SIEMENS INDUSTRY, INC.

Johnny Ford, City Manager

Date: _____

ATTEST:

Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

By: _____
Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____



BUILDING MANAGEMENT SERVICES
Executive Summary

Lead Agency: University of California

Solicitation: 002815

RFP Issued: June 27, 2022

Pre-Proposal Date: July 6, 2022

Response Due Date: August 18, 2022

Proposals Received: #5

Awarded to: Siemens Industry, Inc., Regional Solutions and Services

The University of California, Office of the President issued RFP # 002815 on June 27, 2022, to establish a national cooperative contract for UC locations including campuses, health centers, the Office of the President and its affiliates, for Building Management Services.

The solicitation included cooperative purchasing language in Sections 1.2 OMNIA Partners – National Program:

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto as Exhibit C, or as otherwise agreed to. Exhibit A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUSource
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

On August 18, 2022 proposals were received from the following offerors:

- Johnson Controls
- Siemens Industry, Inc.
- Sunbelt Controls
- Syserco, Inc
- Schneider Electric

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Siemens Industry, Inc. and proceeding with contract award upon successful completion of negotiations.

The UC and Siemens Industry, Inc. successfully negotiated a contract, and the UC executed the agreement with a contract effective date of May 26, 2023

Contract includes: Service and Maintenance, Energy and sustainability, Asset Maintenance, Monitoring, Reporting and Event Resolution, Scalable Managed Services, Building Automation Services, Mechanical Services, Electrical Services, Fire Safety Services, Security Services, Energy Services, and Digital Services.

Term:

Initial five (5) year agreement from May 26, 2023 through May 26, 2028 with the option to renew for five (5) additional successive one-year periods through May 25, 2033.

Pricing/Discount: Available by contacting OMNIA Partners/Siemens Industry, Inc. for more details.

Pricing available upon request.

USFR Compliance Questionnaire

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	<u>YES</u>	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	<u>YES</u>	Ads & Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	<u>YES</u>	Notification list
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	<u>YES</u>	RFP Document
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	<u>YES</u>	
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	<u>YES</u>	Electronic System
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	<u>YES</u>	
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	<u>YES</u>	RFP Document Section 2.1
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	<u>YES</u>	
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	<u>YES</u>	

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	RFP
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	See Evaluation Documentation
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	Yes	Part of UC’s policies
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	NO	

	YES/NO	COMMENTS
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	
For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.		
10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2023003490

As a result of Request for Proposal (RFP) #0002815, Building Management Services, this Agreement to furnish certain goods and services described herein and in the Incorporated Documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, Office of the President and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as **Attachment A ("Statement of Work")** and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **May 26th, 2023** and through **May 26th, 2028** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **5** successive **one-year** periods (each, a Renewal Term), by providing Supplier with at least **45** calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **45** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves, and Supplier accepts a Purchase Order for the Goods and/or Services.

Purchase Orders are required for scheduled services. If Purchase Order not available for Emergency/On-Site Non-Scheduled Services pricing will comply with Attachment B – Pricing Schedule. UC location responsible in providing Purchase Order for emergency/non-scheduled services to supplier in a reasonable time.

4. Pricing, Invoicing Method, and Settlement Method and Terms

4.1 Pricing. As outlined in **Attachment B – Pricing Schedule**

a. Price Increases

After the first six (6) months of the Initial Term, the Supplier will have the opportunity to submit economic price adjustments (EPAs) to the UC contract prices when there is an increase or decrease in the Supplier's commercial list pricing. Only two price increases will be considered each year. Requests must be made in writing and at least 45 days must elapse between requested increases. These EPA requests will be submitted timely to ensure current and accurate pricing. The Supplier will submit the following material with the request for a price increase: a copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial (general) customers, and documentation supporting the reasonableness of the price increase. A side-by-side comparison of current and updated price data to be documented.

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b. Price Decreases

Supplier is advised that there is no mandatory use policy within the System. Supplier shall promptly pass along price decreases to the system.

c. Products/Services

Supplier shall offer the System the lowest net prices and/or the highest discounts it makes available to any other entity, including other Universities, hospitals, government agencies or entities where the economic conditions, anticipated business volume, contract terms, and service requirements are substantially similar. If Supplier catalog or list price of Products and Services is reduced, System shall benefit from a corresponding price reduction. Such decreases shall be passed along to Locations promptly.

d. Price Compliance

Labor rates and material discount will follow pricing structure as defined in Attachment B – Pricing Schedule in response to RFP 002815. The lower local hourly rate and/or higher material discount will be extended to affiliated location in the UC System. The same rule applies to an affiliated lab or building within the UC System. Approval is to be given by the UCOP procurement department or local campus procurement.

(Example: If UC Campus has a rate of \$100/hr. with 20% Material Discount and neighboring UC Health has a rate of \$120/hr. with 40% Material discount, then the adjusted rate of the UC location will be \$100/hr. with 40% Material Discount.)

e. Special Bid Pricing

Any Location in the System may request Special Bid Pricing from the awarded Supplier(s) for volume purchases of any product(s) and/or service(s). These types of requests will only come from those buyers authorized by the Materiel Management Department of each System Location

Refer to Statement of Work or Purchase Order for Pricing. For systemwide agreements, each UC Location in collaboration with Supplier will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location.

In the case of systemwide agreements, each UC Location in collaboration with Supplier will specify these terms in a Statement of Work or Purchase Order, as the case may be.

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

4.2 Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

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Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

4.3 Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **Virtual/Ghost Card: ACH Net 30**

a. Settlement Matrix link provided for reference purposes only.

<http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf>

4.4 Payment Terms

Notwithstanding the provisions of Article 3 of the terms and conditions of purchase, each UC Location in collaboration with Supplier will specify applicable Payment Terms in the Statement of Work or Purchase Order, as the case may be.

5. **Program Requirements**

5.1 Program Management

Supplier will provide the necessary staff and resources to support UC's program management function as outlined in the RFP and Supplier's Response including, but not limited to:

- Marketing the program to increase sales activity;
- Coordinating program implementation;
- Providing superior customer service;
- Promoting alternate Services to reduce cost and to meet UC sustainability objectives;
- Demonstrating new Services;
- Managing the continuous improvement process;
- Providing on-going contract monitoring and maintenance;
- Offering Services cost reduction and process improvement opportunities to UC;
- Conducting quarterly account review meetings

5.2 Participation

- a. All new services are to complete **Attachment A – Statement of Work**.
- b. All documents are to be submitted to Section 7 Key Personnel - Supplier Account Manager.

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5.3 Key Performance Indicators - Key Task and Activities, Deliverables and Completion Timeframe

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the minimum service standards as described in the goals of the Key Performance Indicators (KPI). The minimum service standards set forth recognize that occasional errors are likely; however, Supplier further agrees to use its best reasonable efforts to achieve 100% of service levels. Should the service level fall below the minimum and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately. Details defined in **Attachment C – KPI's**.

Supplier Obligations				
	Task	Activities	Deliverables	Completion Date and Timeframe
1	Services and Products	Provide Services and Products as needed, as defined in Attachment A - Statement of Work	Services and Products	As requested by individual UC Campus
2	Quarterly KPI Reports	Provide quarterly KPI reports as described in Section 5.3 and detailed in Attachment C - Reporting	Quarterly KPI Report	30 days following the end of quarter
3	Quarterly Purchase Report	Provide quarterly purchase reports as described in Quarterly Attachment D - Quarterly Reports	Quarterly Purchase Report	30 days following the end of quarter

5.4 Reporting Requirements

- a. Quarterly KPI and Purchase Reports as described in **Attachment C & D**.
- b. Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

5.5 Returns

Supplier agrees to accept Goods returned by UC, in its original packaging, if in resalable condition and if made within thirty (30) days of original shipment. UC Campus to obtain an RMA number for proper return. Returns may be subject to a restocking fee of up to 10%. Custom parts made to order are non-cancelable/return, orders are to be noted to UC for notification purposes.

5.6 Credit

Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

5.7 Out of Stock Items

If there is an out-of-stock situation of any ordered inventoried item(s), the out-of-stock item will be added to the back-order file and will be delivered to UC when the item is in stock without a further order being submitted.

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5.8 Surveys

Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

6 Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security: to below and Notification will be provided to individual UC Campus where suspected breach occurred.

Name	Office of the UC Systemwide Chief Information Security Officer
Phone	510 987 0457, option #2 during business hours, 510 987 0363 after normal business hours
Email	infosec@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Marilyn Biscotti
Phone	510 587 6095
Email	Marilyn.biscotti@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

7 Key Personnel

To Supplier: (UCOP's POINT OF CONTACT WITH SUPPLIER)

Name	Josh Fosson
Phone	916.213.1145
Email	Josh.fosson@siemens.com
Address	2969 Prospect Park Drive, Ste.100 Rancho Cordova, CA 95670

With Copy to:

Email	chris.castaldo@siemens.com
Email	brian.long@siemens.com
Email	smith.keith@siemens.com
Email	cory.demery@siemens.com

7.1 Supplier's Account Manager Team: Please refer to Attachment F

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7.2 Subcontractors authorized to render Services under this agreement: Refer to Attachment G. Subcontractor details will be provided upon award if used by Supplier.

8 Intellectual Property, Copyright and Patents

☐ The Goods and/or Services involve Work Made for Hire

☒ The Goods and/or Services **do not** involve Work Made for Hire

9 Patient Protection and Affordable Care Act (PPACA)

☒ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☐ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

10. Prevailing Wages [Check if Prevailing Wage requirement does not apply]

☐ Supplier is not required to pay prevailing wages when providing the Services.

11 Fair Wage/Fair Work

☐ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

12 Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – SIEMENS INDUSTRY, INC., REGIONAL SOLUTIONS AND SERVICES

13 Cooperative Purchasing; Order of Precedence

13.1 Cooperative Purchasing. Supplier agrees to extend applicable Goods and/or Services to public agencies including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Participating Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above-referenced RFP. Operational and performance issues, invoicing and payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

All Participating Public Agencies will be required to enter a Purchase Order directly with Supplier. All such Purchase Orders must be strict compliance with the terms, conditions and requirements of this Agreement. Supplier's acceptance of any Purchase Order issued pursuant to this Agreement is conditioned on the Participating Public Agencies' acceptance of the terms, conditions, and requirements of this Agreement. Any additional, supplemental (other than terms establishing the Purchase Order as legally enforceable or providing for scope of work or payment) or conflicting terms in any Participating Public Agency's request for proposal, specifications, Purchase Order or any other written or oral communication are not binding on Supplier unless separately signed by Supplier. Supplier has the right to decline any Participating Public Agency

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Purchase Order bearing terms or conditions in addition to those set forth in the Agreement in its sole and absolute discretion, which right can only be waived by its express written consent, sign by an authorized signatory on its behalf. UC Terms and Conditions (reference Section 16.a "UC Terms & Conditions ") attached hereto shall apply to, and shall be used solely in connection with, the work to be performed for the Regents of the University of California, UC system campuses and medical centers, and affiliated locations/ medical office buildings/ labs within the UC System. Any and all other Participating Public Agencies shall be subject to and abide by Siemens Standard Terms and Conditions: Products and Services Offerings, revised 07/01/16, (reference Section 16.b).

13.2 Order of Precedence. Should any conflict arise between the terms of this Agreement and language set forth in the RFP or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement – Purchasing Agreement # 2023003490
2. CalUsource Questionnaire Response as submitted for RFP #002815
3. Incorporated Documents as outlined in Section 16 of this Purchasing Agreement

14 Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15 Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within thirty (30) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within thirty (30) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within thirty (30) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Service's and/or the delivery of deliverables not reasonably affected by an Amendment.

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16 Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. UC Terms and Conditions, revised 05 15 23
 Note: UC Terms & Conditions will be used solely in connection with the work to be performed for the Regents of the University of California, UC system campuses and medical centers, and affiliated locations/ medical office buildings/ labs within the UC System.
- b. Siemens Standard Terms and Conditions: Products and Services Offerings, revised 07/01/16
 Note: Siemens Standard Terms and Conditions will not be used by UC but will be used by any/ all Participating Public Agencies.
- c. UC Appendix – Data Security, dated 08/20/21
 1. Exhibit 1 – UC Campus Institutional Protection Information
- d. OMNIA Documents as outlined in RFP # 002815
 Note: incorporated for reference solely for illustrative purposes, i.e., to provide background and context for the purpose of the Agreement.
 1. Exhibit A – National Cooperative Contract Objectives
 2. Exhibit C – MICPA
 3. Exhibit D – Principal Agency Certificate
 4. Exhibit E – Contract Sales Reporting
 5. Exhibit F – Federal Funds
 6. Exhibit G – New Jersey Compliance Form
 7. Exhibit H – Advertising Compliance
- e. UC Request for Proposals (RFP) # 002815
- f. Attachment A – Statement of Work
- g. Attachment B – Pricing Schedules
 1. Attachment B1 – Pricing Schedule Detailed for UC by California Service Territory
 2. Attachment B2 – Pricing Schedule Detailed by Geographic Tiers (National)
- h. Attachment C – Key Performance Indicators (Metric, Category, Measurement, Goal)
- i. Attachment D – Quarterly Purchase Reports (Name/Identifier; description; requirement status)
- j. Attachment E – Professional Services; Labor Category and Description
- k. Attachment F – Account Management Team
- l. Attachment G – Subcontractors Name with Good and/or Services Providing
- m. Attachment H – Training Programs (Value-Add)
- n. Attachment I – Scholarship & Internship Programs (Value-Add)
- o. Attachment J – Utility Incentive Programs (Value-Add)
- p. Attachment K – Data Security Programs (Value-Add)
- q. Attachment L – eCommerce Programs (Value-Add)
- r. Attachment M – Miscellaneous Programs/Opportunities (Value-Add, List if Applicable)

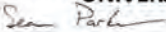
Purchasing Agreement # 2023003490**17 Entire Agreement**

The terms and conditions of this Agreement will supersede and take precedence over those of any pre-existing agreements between any UC Location and supplier as of the effective date of this Agreement.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

DocuSigned by:



558DE1B322C54AF...

(Signature)

Sean Parker

Associate Director - Strategic Sourcing
(Printed Name, Title)

5/26/2023

(Date)

**SIEMENS INDUSTRY, INC.,
REGIONAL SOLUTIONS AND SERVICES**Electronically signed by: Eric
Ackermann
Date: May 26, 2023 10:34 PDT

(Signature)

ZVP

(Printed Name, Title)

05/26/2023

(Date)

**SIEMENS INDUSTRY, INC.,
REGIONAL SOLUTIONS AND SERVICES**Electronically signed by: Dirk
Glaser
Date: May 26, 2023 11:24 PDT

(Signature)

VP Finance

(Printed Name, Title)

05/26/2023

(Date)

Digitally
signed by
Marques
Chabier
Date:
2023.05.26
09:25:50
+0700

From: [Marilyn Biscotti](#)
To: [Hamilton, Matthew](#)
Cc: [Fred Flores](#)
Subject: UC BMS Notice of Intent to Award
Date: Wednesday, November 9, 2022 10:12:58 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

November 9, 2022

Matthew Hamilton
Siemens
(916) 524-7087
Matthew.hamilton@siemens.com

Dear Matthew,

SUBJECT: Notice of Intent to Award

RFP # 002815 RFP-UC System-wide Building Management Systems

The University of California (UC) has completed its evaluation of proposals in response to the above referenced RFP and intends to award a contract to your company. I will represent UC in this regard with appropriate representation from UC and OMNIA Partners members moving forward, and I will contact you soon to begin negotiating the contract. Kindly direct to me all communications regarding this Notice of Intent to Award.

This Notice of Intent to Award is non-binding. If your company does not agree with UC on contract terms, UC will not award a contract to your company. Your company may not begin work, purchase materials, or enter into subcontracts relating to the project before both parties sign a contract, unless prior written approval is obtained from me. UC reserves the right to cancel this Notice of Intent to Award at any time before both parties sign a contract.

I look forward to working with you to put contract terms in place. I will be sending you a follow up email to discuss the proposed date and process of the interview meeting. Please forward this letter to the appropriate persons on your Team. Please don't hesitate to contact me if you have any questions about this Notice of Intent to Award.

Sincerely,

Marilyn Biscotti

Senior Commodity Manager – Facilities, Maintenance & Capital Programs
Procurement Services, Strategic Sourcing Centers of Excellence
University of California, Office of the President
510-587-6095

Marilyn.Biscotti@ucop.edu



cc: Fred Flores, OMNIA

Sustainability report 2021



SIEMENS

Our Purpose

Technology to Transform the Everyday

Key figures¹



303,000

Employees



€ **62.3** billion

Revenue



15.0%

Adjusted EBITA margin
for the Industrial Businesses



€ **6.7** billion

Net income

Joint values unite us under the brand Siemens with Siemens Healthineers (SHS)

Health

**Siemens
Healthineers²**

Digital transformation of Industry,
Infrastructure and Mobility

Siemens

SCOPE OF SUSTAINABILITY
REPORT

All indicators in the report are shown including Siemens Healthineers (SHS), unless otherwise noted. For the sake of readability, the masculine form is used; it is representative of people of any gender.

¹ Including Varian.

² Publicly listed subsidiary of Siemens; Siemens' share in Siemens Healthineers: 75%.

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I Foreword

Technology with Purpose

How we can improve quality of life while using fewer resources.

Dear Readers,

the world is changing, at an increasing pace every day. At the same time, in some ways the world isn't changing fast enough to overcome the ecological and social challenges that confront us all.

Thanks to technological progress we are able to provide food for more people today than at any time in history. The percentage of very low-income people in the world is at its lowest level ever. And in the past 20 years alone, a billion people have escaped extreme poverty.

The dilemma of our time

But there's a price to pay for that progress, and that price is increasing every day. We're emitting ever more CO₂, and we are accelerating climate change. Air and water are in a concerning state in many regions. Not to mention growing inequality in many societies.

Humanity today faces a double challenge: How can we manage to provide a good life for more and more people and – at the same time – halt climate change and environmental pollution? How can we safeguard the foundations of life for future generations?

The answer is: We need to decouple economic growth from the consumption of natural resources. We must do more with less.

Doing more with less is something we can already do today. In the past decades, for instance, technological progress has enabled more than 30 countries to decouple economic growth and consumption from carbon emissions.

In collaboration with our customers and partners, we're working to transform industry, infrastructure, mobility, and healthcare: the backbone of our society.

Siemens has contributed to that progress – and we want to speed it up even more. In collaboration with our customers and partners, we're working to transform industry, infrastructure, mobility, and healthcare: the backbone of our society. We're certain that with new technologies we can generate progress and growth for every society, while consuming fewer resources. We call this "Technology with Purpose".

How "Technology with Purpose" can help

Every day, our "Technology with Purpose" demonstrates what is already possible. For instance, we're supplying the U.S. railway Amtrak with trains whose new drive technologies use less energy and can run entirely free from fossil fuels. Artificial intelligence lets us guarantee that the trains are available almost 100 percent of the time. Compared with the trains that were mostly in use before, we are thus significantly reducing CO₂ emissions – while at the same time carrying 1.5 million more passengers.

In Egypt, we're about to build the country's first electrified, high-speed, long-distance train line. It will provide new, affordable, sustainable mobility, counteract urban sprawl, and create new opportunities for economic growth and employment.

Another example is our digital twins. They can simulate a vast range of products and processes in fields as diverse as industry, infrastructure, construction, and city planning. They help to save time, energy, and resources. With our British customer TrakRap, for instance, we've been able to develop new machines that consume 90 percent less energy and 70 percent less plastic when making film packaging for bottles.

We're building state-of-the-art plants that extract green hydrogen, and we're connecting them with industries and energy storage facilities. Our model project at Wunsiedel in northern Bavaria, Germany, shows how an entire community can be supplied with 100 percent renewable energy, and how hydrogen can serve for long-term energy storage. This helps ease grid bottlenecks and keep the power grid flexible.

These and many other projects show: With the right technology, we can do more with less. If we truly want to become more sustainable and achieve our climate goals, however, we have to move even faster and make sustainable technologies the new standard.

Here we at Siemens are leading by example.

What we expect from ourselves

Six years ago, we were one of the world's first large industrial corporations to commit to becoming climate-neutral by 2030. Since then, we've cut our CO₂ emissions by more than half. And we're working full-speed to achieve our ambitious goal even earlier, if possible. For this purpose we designed, for example, digital twins that help us to develop a clear timeline for making our factories and large buildings climate-neutral.

What drives us is our desire to apply technology that will make our own activities – and those of our partners and customers – more sustainable. The Dow Jones Sustainability Index (DJSI) published in November 2021 ranked Siemens as the most sustainable

company in its industry group. This recognition confirms that we are on the right track.

With our new ambitious DEGREE¹ framework, we are taking yet another step forward. It represents a whole new level in our commitment to sustainable development, good governance, social responsibility, and protecting the environment.

Every day we work hard on protecting people and our environment and on mitigating damage to the climate. One example of what we're doing: We're aiming to put the principle of the circular economy to work at our company and to eliminate landfill waste by 2030.

Sustainability is the heart of our business and the engine that drives it. Which is why we've developed an ambitious new sustainability framework: DEGREE.

We've adopted sustainability as a strategic imperative for all our investment decisions – whether they're about corporate acquisitions, customer projects, or assessments of suppliers.

By joining the Science Based Targets initiative (SBTi) we've committed to reporting on our own operating emissions and those in our value chain.

And we'll be backing up that commitment with additional actions. As a member of the Climate Group – an initiative of like-minded companies – we've agreed to convert entirely to renewable energy by 2030, to use or run all our buildings on a CO₂-neutral basis, and to switch entirely to electric vehicles.

¹ DEGREE is an acronym for Decarbonization, Ethics, Governance, Resource Efficiency, Equity, and Employability.

We also want to cut emissions throughout our value chain at least by 20 percent until 2030 (basis: fiscal 2020). To achieve this goal we support our suppliers, for example, with Carbon Web Assessments to analyze their carbon footprint and reduce it efficiently.

Empowered employees are crucial to our success. Diverse, inclusive teams can do wonders if each of the team members can contribute their own individual abilities and feels respected and motivated.

We help our employees to embrace change, remain resilient and relevant, and thus sustainably employable over a long working life with their skills in a constantly changing and challenging environment. That's why we at Siemens continually invest in training and development, helping our employees develop a positive, forward-looking mindset that helps them take on challenges, grow from them, and ultimately rise above them. We refer to this as a Growth Mindset. Last year, we invested more than 300 million euros in training and development. We use our own digital knowledge to move learning into the digital world. To date, we have around 100,000 pieces of digital learning content available.

We support our employees to take on challenges, grow from them and rise above them. We refer to this as a Growth Mindset.

For us, responsibility includes conscientiousness, integrity, and adherence to our values. We support that with a strong across-the-board compliance system and clear guidelines for how we do business.

In society as well, we're working for greater integrity and a fair market environment. With the Siemens Integrity Initiative, we're supporting organizations around the world to combat corruption.

All of this shows: We're speeding up our company's sustainable transformation. And this commitment is recognized around the world.

Shared principles, rules, and solutions for transformation

We've already gained a lot of ground, and we're proud that not even a pandemic has been able to stop us. But we still have a long way to go. That goes for our company as well as our entire society.

At Siemens, we'll continue working hard for progress at every level. We're encouraging change – and transforming the everyday: We want to make people's lives better all over the globe – today and in the future.

That's why we're investing extensively in research and development. In global alliances like the UN Global Compact, the World Economic Forum, and econsense, and in collaboration with many universities, we're developing principles, rules, and solutions to speed up sustainable transformation worldwide.

Most of all, we'll keep working for and with our customers to do more with less every day. We will only be able to build a sustainable world if we can make today's cutting-edge technologies the standard of tomorrow.



Dr. Roland Busch



Judith Wiese

THE COVID-19 PANDEMIC

Healthy and safe amid the pandemic

Again in 2021, COVID-19 was our constant companion. We are still in the pandemic, crisis and emergency management was a particular challenge this year as well. ➔ [ANNUAL FINANCIAL REPORT 2021 COMBINED MANAGEMENT REPORT 8.3.1 STRATEGIC RISKS](#)

Balance between opportunities and risks

Since the beginning of 2021, more and more vaccines have been approved and the global vaccination campaign against the coronavirus has gathered pace. In addition, some sectors such as the automotive industry and mechanical engineering have recovered more quickly than expected. The general economic situation has improved despite considerable regional differences. The demand for our services has grown and we have been able to satisfy this demand and deliver consistently good operating results. Thus, Siemens has continued to follow an accelerated and value-enhancing course of growth across all business segments and regions.

Nothing is more important to us than protecting our people. Despite the hope and optimism fueled by vaccinations, we are still committed to preventing the further spread of the coronavirus, combating it, and curbing it with all our strength. This commitment requires that we as a company continue to implement sustainable hygiene and protection concepts together with all our people.

Lasting protection and enduring appreciation

The COVID-19 crisis team established in 2020 and the decentralized emergency management teams continued to closely observe the course of the global pandemic in 2021 and reacted to regional developments quickly and efficiently. The established hygiene and protection concepts were adjusted

according to the prevailing circumstances and communicated transparently via local channels. The success of this approach is attested by the trend of case numbers in Europe, insofar as the number of infections of our people is relatively low compared to the overall case numbers in Europe (considering only those European countries that host Siemens locations).

Siemens supports national vaccination campaigns as the most important tool against COVID-19. In some countries such as Germany, we have been able to offer all our people the chance to get vaccinated by the company's Medical Services.

The longer the pandemic lasts, the more important it becomes to protect the health and safety of our people and keep up their motivation. Although the global employee survey showed a high degree of satisfaction with Siemens' handling of the crisis and the support we provide to our people, the restrictions imposed on people's private and work activities have led to widespread COVID-19 fatigue. In video messages from Managing Board members and in local and centralized initiatives, Siemens has expressed its appreciation for the fact that our people have not only been able to protect themselves and their co-workers, but have also made an invaluable contribution to the success of our company with their responsible behavior over many months and under extremely difficult working conditions in many cases.

Trust in our solutions

The second year of the pandemic has shown that we will navigate the crisis safely, making a valuable contribution to society with our many initiatives and solutions. This is demonstrated by the following activities and projects:

- The COVID-19 Aid Fund, established in April 2020 and largely managed by the charitable organization Siemens Caring Hands e.V., continued to provide quick, unbureaucratic support to aid organizations and medical institutions, as well as those affected by the crisis worldwide. Since April 2020, Siemens and our people have donated more than €7 million, which has been used to finance important aid projects throughout the world. These include local initiatives in collaboration with NGOs in certain countries and other global initiatives managed directly by Siemens Caring Hands e.V. For example, Siemens has made a lasting contribution to combating the pandemic in India by using the aid fund to supply 100 oxygen concentrators to hospitals in Bengaluru, Goa, and Chennai, in addition to the company's local efforts in that country. The concentrators help treat COVID-19 patients. In addition, donated funds have been used to provide additional medical devices, hygiene sets, masks, and food to affected families and facilitate access to education in digital formats. The aid fund supports COVID-19 projects in more than 40 countries, including Brazil, India, the United States, Germany, Vietnam, Sudan, Mexico, South Africa, Canada, and Bangladesh.
 - Since the beginning of the pandemic, Siemens has provided aid funds totaling approximately €18 million, via both the COVID-19 Aid Fund and other charitable projects directly financed with company funds.
 - Bringing a vaccine quickly to market is critical for combating a pandemic. Siemens Digital Industries helped the pharmaceutical company BioNTech refit its factory in Marburg for the production of COVID-19 vaccines in a record time of only five months. This success will now be transferred to other production facilities in order to make the COVID-19 vaccine available throughout the world as quickly as possible. BioNTech was the first company to bring a new mRNA vaccine to market, together with Pfizer.
 - With its smart building solutions, Siemens Smart Infrastructure creates safe and protected indoor spaces in office buildings and factories, healthcare facilities, and public buildings. These solutions help to combat the spread of the virus and safely revive economic and social life. For example, the National Center for Civil and Human Rights (NCCHR), in Atlanta (United States), was one of the first cultural institutions to integrate thermal imaging and air purification technologies from Siemens and its partners into its existing health and safety protocols. As a result, the center was able to reopen its doors to visitors and offer a safe place for learning and open dialog in the midst of the pandemic.
 - Especially during the COVID-19 pandemic, mobility is essential for keeping society and the economy healthy and running smoothly. Siemens Mobility's products and solutions help mobility providers continue to operate efficiently and sustainably while also reducing the risks for passengers. With our MaaS (Mobility as a Service) platforms, we can help railway operators provide seamless mobility. Transparent travel details and options to plan and pay for trips – even intermodal trips – without physical contact help make travel safe and comfortable and therefore contribute to a more sustainable use of public mass transit. One MaaS solution will be deployed on a country-wide basis in Spain, for example, where the railway operator Renfe has engaged Siemens Mobility and everis to develop and operate a smart MaaS platform.
- In these times of dramatic change for companies, industries, and markets, it has been shown that our customers and partners can trust Siemens to help them solve their pressing challenges and make a real difference in the world.

The course has been set for a new normal

The past months have been strenuous and often challenging. However, the pandemic has also given rise to new opportunities to develop modern ways of working and new forms of collaboration. After many months of learning and experimentation, Siemens will not simply go back to the “old world” – because we have evolved as individuals and as an organization.

The coronavirus crisis and the resulting measures have shown that mobile working offers many advantages that had previously not been utilized – both for individuals and for the company. In July 2020, Siemens introduced its New Normal Working Model as an early move to set the course for the transformation to a “new normal.” The goal is to offer all our people anywhere in the world mobile working two to three days per week on average, and when sensible and feasible. This new model aims to establish a work and leadership culture that is based on trust and self-determination – independent of face-to-face encounters. By focusing on results instead of presence in the office, we empower our people to adopt new, more flexible ways of working, and to choose for themselves the work environment where they can give their best performance.

With this new working model, Siemens is one of the first major international companies to establish a culture that not only enhances the motivation and performance of its people, but also strengthens its position as an attractive employer that is prepared to react flexibly to future crises. Above all, however, this approach shows exactly what Siemens is: a modern and leading technology company filled with people who drive transformation with courage and passion.

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Siemens at a glance



1.1

Our DEGREE framework sets clear and measurable ambitions

Decarbonization

support the 1.5°C target to fight
global warming

Ethics

foster a culture of trust, adhere to ethical standards, and
handle data with care

Governance

apply state-of-the-art systems for effective and
responsible business conduct

Resource efficiency

achieve circularity and
dematerialization

Equity

foster diversity, inclusion, and community development
to create a sense of belonging

Employability

enable our people to stay resilient and relevant
in a permanently changing environment

A clear framework for sustainability

Sustainability is an integral part of our business – it is part of our DNA. We are taking our ESG commitment to the next level with our DEGREE framework. It constitutes a 360-degree approach for all stakeholders – our customers, our suppliers, our investors, our people, the societies we serve, and our planet. In addressing the three aspects of ESG, we are building a better future that helps us stay within the planetary boundaries, helps us foster a culture of trust, empowerment, and growth, supports inclusive economic opportunities, and ensures that our people and businesses remain resilient and relevant for whatever the future holds.

The DEGREE framework is based on six fields of action that drive sustainability and are dynamic and continuously evolving. We have set clear priorities and ambitions for key ESG issues, which we are driving within our own operations and together with our customers and suppliers. The DEGREE framework applies to all Siemens-affiliated companies excluding Siemens Healthineers (SHS). The sustainability concept of SHS follows the same basic principles, which reflects our expectations as majority shareholder.

1.1 Our DEGREE framework sets clear and measurable ambitions

What are our ESG ambitions and priorities? And what progress did we make until end of fiscal 2021?
14 global ambitions and key figures for Siemens excluding Siemens Healthineers, unless otherwise noted.

		Baseline	Progress until end of FY 21	Ambitions	
Decarbonization	1. Net zero operations by 2030 in line with SBTi pathway ¹	926 kt CO ₂ ²	<div><div></div>–36%</div>	–50%	
	2. Net zero supply chain by 2050, 20% emissions reduction by 2030	8,098 kt CO ₂ e ³	<div><div></div>–1%</div>	–20%	
Ethics	3. Striving to train 100% of our people on Siemens' Business Conduct Guidelines every three years	–	<div><div></div>76%⁴</div>	100%	
Governance	4. ESG-secured supply chain based on supplier commitment to the Supplier Code of Conduct	–	<div><div></div>Suppliers committed</div>	–	
	5. Long-term incentives based on ESG criteria ⁵	–	<div><div></div>ESG criteria anchored</div>	–	
Resource efficiency	6. Next-level robust ecodesign for 100% of relevant Siemens product families by 2030	26% ⁶	<div><div></div>26%</div>	100%	
	7. Natural resource decoupling through increased purchase of secondary materials for metals and resins ⁷	–	<div><div></div>Part of Eco Efficiency @ Siemens⁸</div>	–	
	8. Circularity through waste-to-landfill reduction of 50% by 2025 and toward zero landfill waste by 2030	7,000 t ⁶	<div><div></div>7,000 t</div>	–50%	
Equity	9. 30% female share in top management by 2025	22.7% ³	<div><div></div>27.5%</div>	30%	
	10. Access to employee share plans: maintain high level and expand globally to 100% ⁸	98% ⁶	<div><div></div>98%</div>	100%	
	11. Global commitment to the New Normal Working Model ⁹	–	<div><div></div>Roll-out continued</div>	–	
Employability	12. Double digital learning hours by 2025	7h ³	<div><div></div>x2.5 x2</div>		
	13. Access to employee assistance program: maintain high level and expand globally to 100% by 2025	82% ³	<div><div></div>87%</div>	100%	
	14. 30% improvement in Siemens' globally aggregated LTIFR ¹⁰ by 2025	0.31 ³	<div><div></div>–13%</div>	–30%	

FURTHER INFORMATION
ON OUR AMBITIONS

¹ Science Based Targets Initiative inclusive of Siemens Healthineers equivalent to 50% reduction in emissions from business operations (scope 1 and 2) by 2030.

² Baseline FY 19. 2030 SBTi reduction path requires 50% operative CO₂ emissions reductions (Scope 1 and 2).

³ Baseline FY 20.

⁴ Since the beginning of FY 20.

⁵ Assessment based on the Siemens Internal ESG/sustainability index, based on customer satisfaction (Net Promoter Score), CO₂ reduction, training hours.

⁶ Baseline FY 21.

⁷ Product specifications for the use of secondary plastics are in development.

⁸ Where legally possible and reasonable.

⁹ For employees with job profiles that make this possible and reasonable.

¹⁰ LTIFR: Lost Time Injury Frequency Rate (Siemens employees and temporary workers).

1.2

Company profile

- **Internationally active, focused technology company**
- **Purpose: Technology to Transform the Everyday**
- **Combining the real and digital worlds to benefit customers and society**

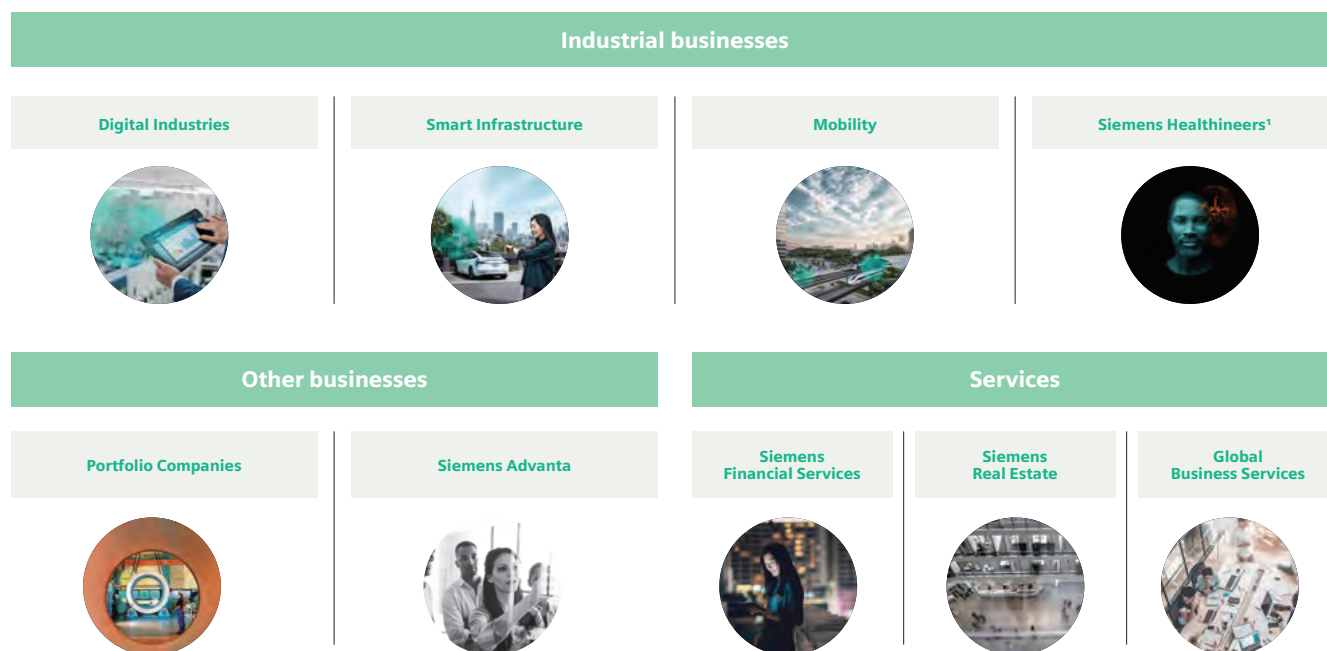
A focused technology company

Siemens AG (Berlin and Munich) is a technology company focused on the fields of industry, infrastructure, mobility, and healthcare.

By combining the real and digital worlds, Siemens empowers its customers to transform their industries and their markets.

In addition to its core businesses of Digital Industries, Smart Infrastructure, and Mobility, Siemens is the majority shareholder of the exchange-listed company Siemens Healthineers (SHS) – a globally leading provider of medical technology that is shaping the future of healthcare.

Businesses and services



¹ Publicly listed subsidiary of Siemens; Siemens' share in Siemens Healthineers: 75 %.

Shaping the industrial revolutions



Our corporate structure

Our corporate structure comprises business units, countries, and service and governance units. Our national subsidiaries are close to our customers, create market opportunities, and drive growth on the basis of a lean organizational structure. Siemens presents itself as one company in every country, based on close collaboration between business units. The service and governance units develop, transform, and operate services efficiently for Siemens and for external customers. They ensure efficient, simplified, and robust governance.

Shaping the industrial revolutions

Siemens has shaped the industrial revolutions ever since it was founded. Thanks to its extensive portfolio expertise and many years of experience in combining the real and digital worlds, Siemens is able to help shape the sustainable development of Industrie 4.0.

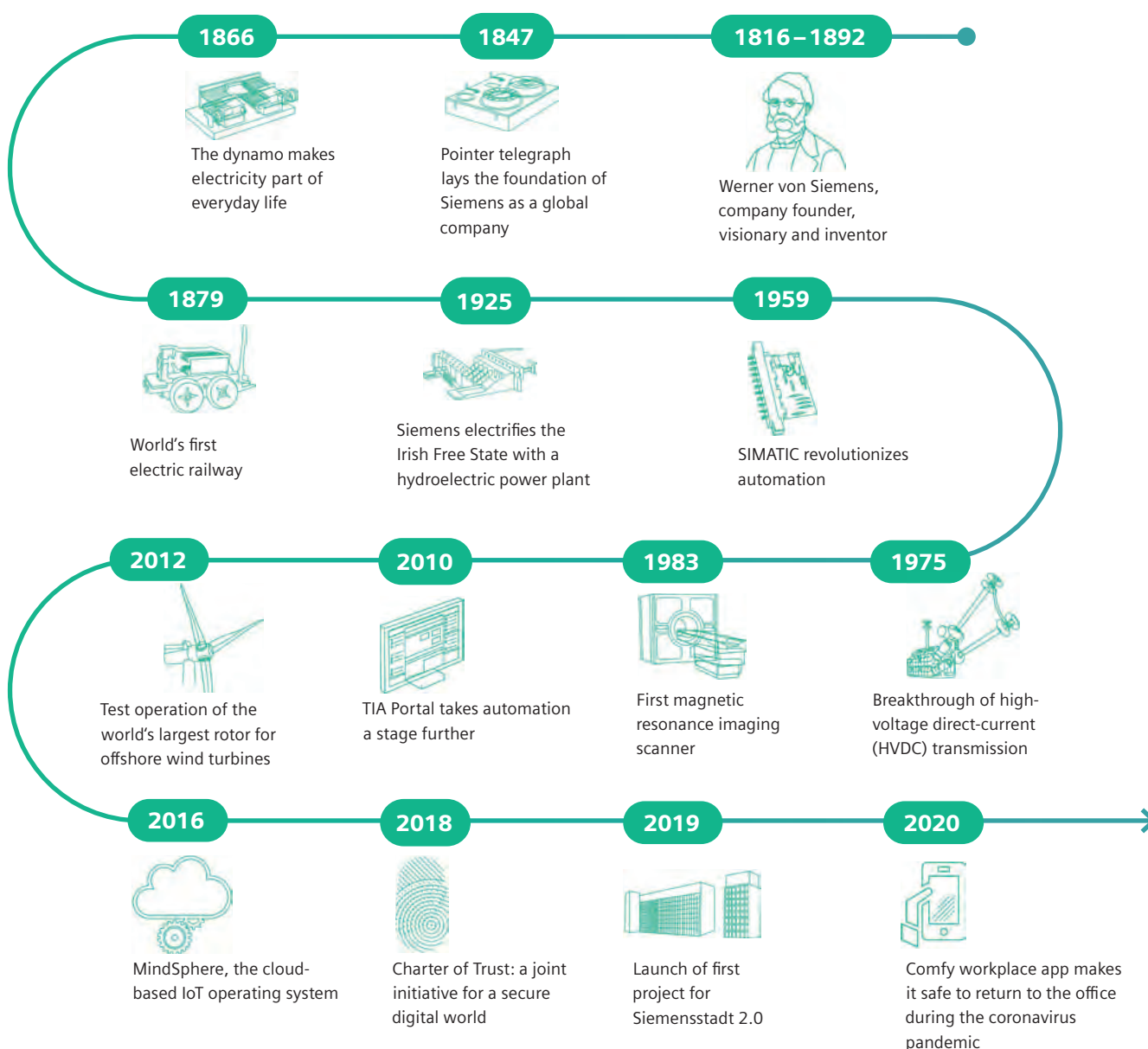
Milestones of a 174-year history

Siemens is a technology company that operates in nearly all countries of the world. Ever since it was founded in 1847, it has stood for technical performance, innovation, quality, reliability, and internationality.

Key figures¹

In fiscal 2021, which ended on September 30, 2021, Siemens generated revenues of €62.3 billion and a profit after taxes of €6.7 billion. As of September 30, 2021, the company had around 303,000 employees worldwide.

Milestones in a 174-year history



¹ Including Varian.

1.3

Strategy

- **Continuous improvement on the basis of four strategic priorities**
- **Sustainability is an integral part of our business: Our technologies and solutions support the transition toward a sustainable future**
- **Clear action fields and ambitions along our DEGREE framework**

With the spin-off of Siemens Energy on October 1, 2020 our company entered a new chapter. In this new phase as a focused technology company, Siemens is focusing on technologies that drive the

digital transformation of industry, smart infrastructure, and sustainable mobility. Under our strategy the core business units have more entrepreneurial freedom to focus on their own customers and markets. We maximize the benefits for customers by combining the real and digital worlds.

Siemens' unique ability to combine the real and digital worlds is based on three elements: Using its experts' profound domain knowhow, Siemens is developing digital applications for specific industries. In addition, Siemens is pooling expertise to drive the core technologies that are used across the company. And thanks to a strong ecosystem including custom-

Our four strategic priorities



ers, partners and startups, Siemens brings customer-oriented innovations fast to market.

Digitalization, automation and sustainability are growth engines for our business. Here, our core business and our digital business reinforce each other in a virtuous cycle. This effect forms the foundation of our growth strategy for achieving more profitable growth. As a focused technology company, we want to strengthen our position in all our markets and enter adjacent profitable markets.

The company is rapidly driving its technology portfolio: software and automation solutions and an IoT platform, plus core technologies in areas such as artificial intelligence (AI), digital twins, 5G, industrial edge and cybersecurity. Since Siemens' core business and its digital business will increasingly reinforce each other in the future.

Sustainability is an integral part of our business

Sustainability is an integral part of our business. With our technologies and solutions, we empower our customers to drive sustainable growth and transform industries toward a sustainable future. Our DEGREE framework outlines the relevant focus topics for Siemens. It contains six action fields, within which we have defined 14 ambitions. We continually develop these action fields in order to address central ESG aspects (E for Environment, S for Social, and G for Governance) from the perspective of all our stakeholders.

**“Sustainability is part of our DNA:
It is not an option,
it is a business imperative.”**

Judith Wiese, Chief People and Sustainability Officer,
and member of the Managing Board of Siemens AG

DEGREE: A clear framework for sustainability

The answers to the challenges of our time are vitally important for the quality of life for people living today and future generations. Every degree counts as we strive to responsibly fulfill the needs of a constantly evolving society. DEGREE underlines the necessity to limit global warming to 1.5 degrees Celsius.

That is why we are taking our sustainability approach to the next level with our DEGREE framework. It represents a 360-degree approach that includes all critical action fields for Siemens. With this approach, we address all our stakeholders: our customers, our investors, our people, the societies which we serve, and our planet:



D for Decarbonization – With our portfolio, we help our customers lower their emissions and thereby achieve their decarbonization goals. Besides aiming to make our own business operations climate-neutral by 2030, we also strive to lower all emissions associated with us – from our supply chain throughout the use phase of our products. With its commitment to the Science Based Targets initiative, Siemens supports the Paris Climate Agreement goal to limit global warming to 1.5 degrees Celsius.¹

¹ Science Based Targets initiative including SHS.

E for Ethics – At Siemens, we pursue a zero-tolerance approach to corruption as well as other violations of applicable laws and our own Business Conduct Guidelines. Our values and ethical standards are embedded in our Business Conduct Guidelines, on which we will provide regular training to all our people. Our company is marked by a culture of trust. We co-founded the initiative “Charter of Trust” to protect data and promote cybersecurity in a trustworthy digital world.

G for Governance – It has been clearly shown that strong governance goes hand in hand with better, more sustainable business. Besides embedding these principles in our own management systems, we extend them to our suppliers, who are obliged to follow a comprehensive Code of Conduct. Furthermore, sustainability criteria are an integral element of our long-term variable compensation programs¹ for both the Managing Board and our senior management.

R for Resource Efficiency – We want to accelerate recycling and circular economy. Therefore, we have developed a new standard for the design of environmentally friendly products, which contains clear product design criteria and shall cover 100% of relevant product families. Our technology enables sustainable design approaches for products and solutions, both for our customers and ourselves. In addition, we promote decoupling from natural resources by increasingly purchasing secondary materials.² By 2025, we are aiming to reduce our landfill waste by 50% from the baseline year 2021.

E for Equity – Equality and respect are the core of our corporate values. Our goal is to be the employer of choice and to foster diversity, inclusion, and commu-

nity. Thereby, we aim to create a sense of belonging and a safe environment, where all our people can give their best. By 2025, we plan to have a 30% female share in our top management. Also, we want to maintain access to employee share plans at a high level and expand globally to 100%.³ As one of the first major industrial players we have committed to a “new normal”⁴ in which our people can work remotely for two to three days per week, fostering a culture of trust and empowerment.

E for Employability – In a constantly changing world, it is critically important that we as a company and as individuals remain resilient and relevant. At Siemens, we are constantly investing into development and education of our people. We strongly focus on digital learning, employee assistance program, and occupational health & safety. For example, we are aiming to reduce the injury rate by 30% until 2025, compared to the baseline year 2020.⁵

➤ ADDITIONAL INFORMATION

The DEGREE framework applies to Siemens AG except Siemens Healthineers, which is an independently stock-listed company. Under the Siemens brand, we are closely connected to Siemens Healthineers via shared values, including sustainability in all its dimensions. These values contain the central ESG aspects (E for Environment, S for Social, G for Governance) from the perspective of all our stakeholders – the foundation of DEGREE framework. In its sustainability concept, Siemens Healthineers pursues the same values, which represent our expectations as majority shareholder. The specific Siemens Healthineers sustainability approach is described in a dedicated report.

¹ Assessed based on Siemens-internal ESG/Sustainability index, based on Customer Net Promoter Score, CO₂ Reduction, Training Hours.

² Product specification for use of secondary materials under development.

³ Where legally possible and reasonable.

⁴ For employees with job profiles that make this feasible and reasonable.

⁵ LTIFR: Lost Time Injury Frequency Rate (of Siemens employees and temporary workers).

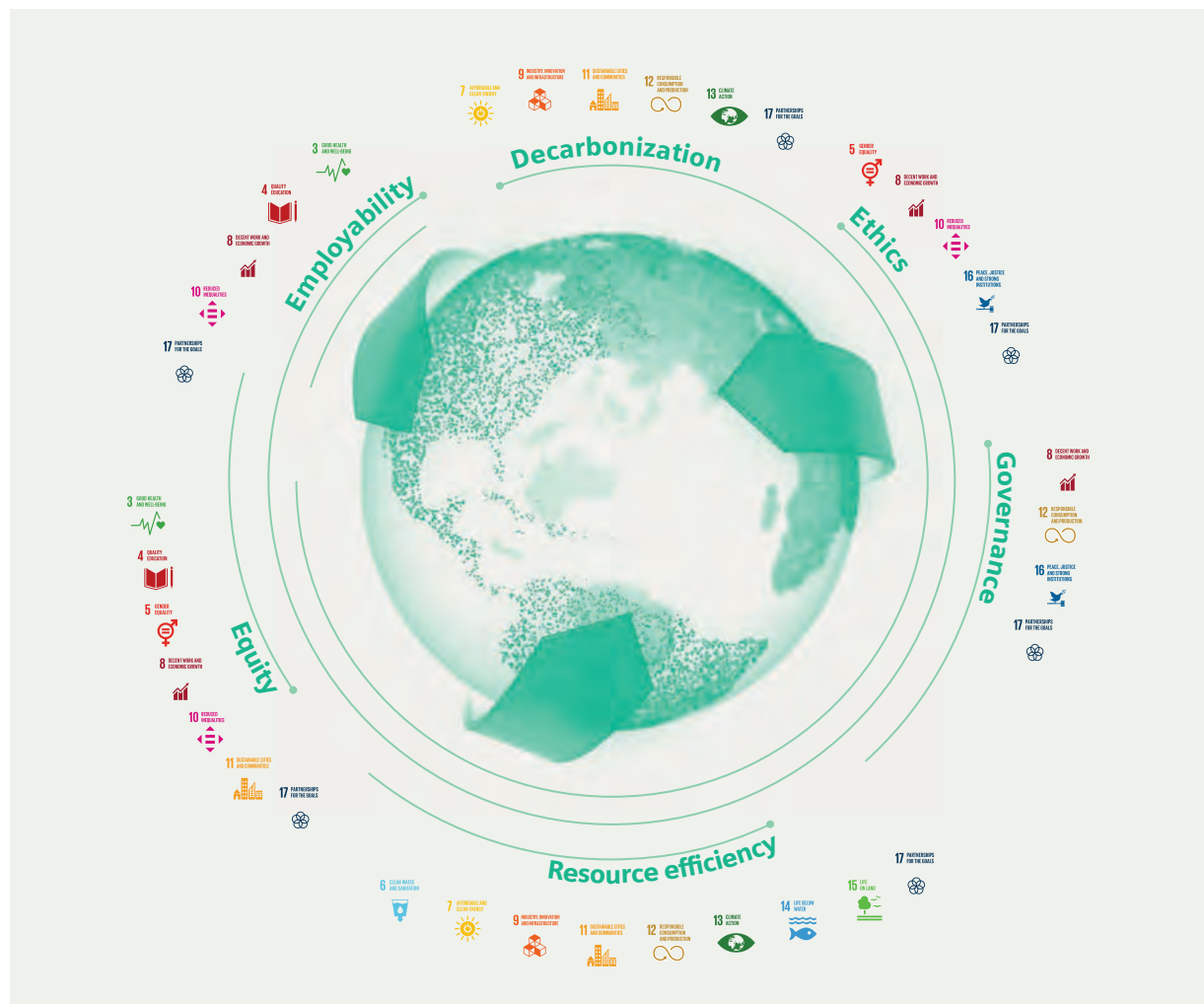
1.4

Our contribution to sustainable development of societies

- **Effective influence in achieving UN's Sustainable Development Goals (SDGs)**
- **Our contribution is measured with Business to Society (B2S) methodology, using six globally valid areas of impact**
- **SDGs included in our DEGREE sustainability framework**

The United Nations' 17 Sustainable Development Goals (SDGs) and their 169 targets serve as a compass for the joint efforts for change that must be made by governments, businesses, cities, and civil society as a whole if we are to achieve a more sustainable future. The SDGs and their related targets address the most important economic, social, environmental, and

Allocation of the SDG goals to Siemens sustainability framework DEGREE



governance-related challenges of our times, and thus help stimulate transformational change. Adopted as values, the SDGs also influence Siemens as a company. They are firmly associated with our new DEGREE sustainability framework, which serves in-house to guide our sustainability management, and also lays down the details of our ambitions for sustainability. The SDGs are reflected as well in our Business to Society (B2S) methodology, which exemplifies Siemens' global effect on the outside world, and how we generate value for all our stakeholders.

The long-term priorities for Siemens as part of our sustainable development agenda are clear: We want to apply our engineering expertise and our approach to connect the real and digital worlds, improve people's quality of life, and protect the planet. This is especially supported by our corporate purpose of "Technology to Transform the Everyday." The UN's 17 SDGs have thus become fixtures of our everyday business. Siemens deploys its technology portfolio to support the public and private sectors in the digital transformation of industry, building and network infrastructures, mobility, and healthcare, and thus can tap extensive business opportunities for value-enhancing growth. At the same time, we offer cost-effective, innovative solutions for the transition

to carbon neutrality. These technologies support customers in achieving their objectives while consuming fewer resources. To varying extents, Siemens helps achieve most of the SDGs in the UN's Agenda 2030 in four important ways:

- through our products and solutions,
- by doing business responsibly,
- through our expertise and thought leadership, and
- through our corporate citizenship activities and community engagement.

How we contribute to achieving the SDGs

From a global standpoint, these are the SDGs where Siemens has a high or medium impact:



3 GOOD HEALTH AND WELL-BEING

Goal 3 – Ensure healthy lives and promote well-being for all at all ages

We make a significant impact on SDG 3 through our business portfolio, especially through Siemens Healthineers and the production technology we provide to pharmaceutical companies. In addition to the impact of our portfolio, we also care about the health and safety of our people and contract workers. Separately from Siemens Healthineers, Siemens sets ambitious goals for access to Employee Assistance Programs, and for reducing employee accident rates (Lost Time Injury Frequency Rate – LTIFR). And we participate in health-related community engagement activities, such as cancer awareness campaigns and mobile clinics.



4 QUALITY EDUCATION

Goal 4 – Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all

Lifelong learning is a basic prerequisite if we are to ensure employability for our people and in the job market in general. We offer access to education in multiple ways, including learning and education opportunities for all our people, as well as vocational and more advanced training through partnerships with schools and universities. Education for customers and suppliers is likewise high on our agenda. We also aim to inspire young people to pursue careers in STEM fields (science, technology, engineering and mathematics) through numerous corporate citizenship activities around the world.



5 GENDER EQUALITY

Goal 5 – Achieve gender equality and empower all women and girls

We firmly believe that promoting diversity in the workforce serves the interests of both society and Siemens itself. Diversity reinforces our innovative strength, unleashes employee potential, and directly contributes to our business success. Through our human resources management, we are also supporting a transformation in top management, where there is room for improvement. Here we are recruiting more women for top managerial positions, and including more women in networking activities, trainings, and mentoring programs. Excluding Siemens Healthineers, Siemens aims to have globally 30% of its top management positions filled by women by 2025.



7 AFFORDABLE AND CLEAN ENERGY

Goal 7 – Ensure access to affordable, reliable, sustainable, and modern energy for all

Our business portfolio covers the entire spectrum of applications for modern smart grids and energy distribution systems. The rapid expansion of decentralized energy structures powered by Siemens technology creates a more diverse energy mix and improves the security of energy supplies. The Internet of Energy and data-based technologies foster energy intelligence and lead the way toward a sustainable energy landscape. Our technologies facilitate access to clean, reliable, low-carbon energy.

8 DECENT WORK AND
ECONOMIC GROWTH

Goal 8 – Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all

Siemens is committed globally to the New Normal Working Model. Our aim amid this new normal is for all our people around the world to be able to work on a mobile basis two to three days a week, wherever feasible and reasonable. Mobile working has many advantages – for the individual, but also for the company, for instance by ensuring that we are prepared to respond flexibly in future crises. Our worldwide business operations and our position as a thought leader mean that in many countries we contribute toward the growth of gross domestic product (GDP). We are committed to offering attractive jobs and facilitating employment, and we are encouraging the uncoupling of economic growth from energy consumption.

9 INDUSTRY, INNOVATION
AND INFRASTRUCTURE

Goal 9 – Build resilient infrastructure, promote inclusive and sustainable industrialization, and foster innovation

As a global technology company and innovation leader in electrification, automation, and digitalization, Siemens supports sustainable industrialization. With our engineering and our knowledge of numerous sectors and digital technology, we help our business partners across the entire value chain, from design to production, and from operations to maintenance. We believe in international partnerships as key to innovations. A large percentage of our customers and suppliers are small and medium-sized enterprises (SMEs). We have officially adopted sustainability as an additional strategic imperative for our investment decisions.

11 SUSTAINABLE CITIES
AND COMMUNITIES

Goal 11 – Make cities and human settlements inclusive, safe, resilient, and sustainable

Siemens is a trusted partner for municipal governments, offering solutions across all infrastructure domains to make cities more efficient, sustainable, and resilient – for instance, with intelligent transportation solutions, efficient and safe buildings, and smart-city initiatives leveraging the power of digitalization.

12 RESPONSIBLE
CONSUMPTION
AND PRODUCTION

Goal 12 – Ensure sustainable consumption and production patterns

Siemens is committed to using resources responsibly and recognizes that the circular economy offers highly beneficial opportunities for business, the environment, and society. So by the end of this decade we want to evolve even further toward the circular economy, for example by increasing the percentages of metals and plastics we procure as secondary materials. We also aim to reduce our amount of landfill waste. Siemens has worldwide strategic initiatives for the design phase and end of life-cycle for its products and operations, and is committed to robust, ecologically friendly design. We apply disruptive technologies and innovative business models to make an active contribution to the circular economy.



Goal 13 – Take urgent action to combat climate change and its impacts

Siemens was one of the world's first industrial firms to commit to making its own business activities carbon-neutral by 2030. By 2020 we had halved our own operations' carbon footprint from the 2014 figure, and thus met our intermediate target. The company is now stepping up its existing activities for physical decarbonization all along the value chain. Siemens, excluding Healthineers, has committed to reducing emissions in its supply chain by 20 percent from the 2020 level by 2030, and is aiming to have a carbon-neutral supply chain by 2050. Our targets have been chosen on the basis of the reduction track of the Science Based Targets initiative. This ensures that our efforts are consistent with the levels aimed for by the Paris Climate Accords. Our technologies help customers in a vast range of industries to improve their energy efficiency permanently, with a positive business scenario, and to reduce CO₂ emissions.



Goal 16 – Promote peaceful and inclusive societies for sustainable development, provide access to justice for all, and build effective, accountable, and inclusive institutions at all levels

We anchor integrity and compliance throughout our company and advance the Siemens Integrity Initiative with external stakeholders. By these means and through our activities with other players, we support fair competition and ensure our company's long-term success. Siemens is committed to incorporating the

requirements of the United Nations Global Compact (UNGC), the Human Rights Declaration, and all other relevant regulations into our supply chain and to promoting their principles through our work with external organizations and institutions.



Goal 17 – Strengthen the means of implementation and revitalize the Global Partnership for Sustainable Development

As a global company and advocate of free trade, we believe partnerships are key to sustainable development and to our company's success. In addition, we recognize the importance of digitalization, project financing, and public-private partnerships for sustainable development. In all of these areas, we are partnering with international organizations, business organizations, think tanks, nongovernmental organizations (NGOs), and academia, including the UNGC, World Economic Forum (WEF), econsense, Transparency International, and numerous universities.

Business to Society – measuring our social impact

We measure our impact on sustainable development with our Business to Society (B2S) methodology. This approach is based on the Measuring Impact Framework published by the World Business Council for Sustainable Development (WBCSD) and allows us to measure in quantitative terms the social impact of our activities in six different action zones: advancing the economy, promoting skills and jobs, driving innovation, protecting the environment, improving quality of life, and shaping social change. Not only that, it also gives us an objective assessment of the effects (impacts) of our projects, locations, and business, including activities in different countries and their societies. The B2S approach was launched as a pilot project in fiscal 2015. By the end of fiscal 2021, more than 35 countries had completed their analyses. The approach has four steps:

1. Analyze the most relevant development priorities in a given context (such as global, national, project);
2. Identify and measure our contribution to these priorities;
3. Define strategic actions to enhance our contribution and help shape further development;
4. Be transparent about our contributions by keeping external and internal stakeholders informed.

Customers and governments thus get useful information, for example in the course of large infrastructure projects. Employee feedback on social media posts indicates that our contribution to societies makes our people proud to work for Siemens. Transparently contributing to society thus provides tangible business value to Siemens. We will continue to apply the methodology within customer projects and bidding procedures. Both in-house and for the general public, we will keep up communicating our impact on sustainable development and the value it brings for all stakeholders.

1.5

Our key areas of impact

Creating value for our stakeholders in fiscal 2021: selected highlights of Siemens' (including SHS) global impact through its six Business to Society action pillars. This approach considers Siemens including SHS and differs from our DEGREE framework. Further information on how the data was gathered can be found in the [REPORTING METHOD SECTION](#)

Strengthening the economy

7 8 9 17

Economic value:

Generated **€281** billion of gross value added,¹ **€ 62.3** billion in revenue; operating in around **200** countries

Financing:

Siemens Financial Services – With more than 2,900 Siemens Financial Services experts, Siemens Financial Services helps to enable projects mainly in the area of infrastructure and technology for approximately 285,000 customers around the world through financing solutions totaling **€ 30.4** billion

Building skills

4 8 17

Global employment:

Siemens opened up possibilities for 5 million jobs, **2.6** million of them in developing and emerging economies; **303,000**² Siemens employees; around **34,400**² new hires

Professional education and lifelong learning:

Around 6,700 apprentices and students in dual study programs worldwide, **€ 318** million invested in vocational education and training, **€ 165** million of that in employee training. This equated to an average of **€ 573** and **22** hours per employee.

Attractive jobs:

More than **100,000** Siemens employees excluding SHS took part in the Siemens employee share program in 2021; as shareholders, they are also co-owners. Personnel expenses for wages and salaries: **€ 20.1** billion; pension contributions of approximately **€ 4.0** billion³

Diversity:

26.7% of the Siemens workforce is women; **19.6%** of management positions are held by women; **167** nationalities; the Ability@Siemens initiative promotes a culture of integration for about **5,000** persons with disabilities

Driving innovation

9 17

Research and development:

€ 4.9 billion spent on research and development (R&D), **44,900** R&D employees, R&D intensity **7.8%**, **43,400** patents granted

Setting up innovation networks:

Siemens' global venture unit, next47, provides capital to help start-ups

Digital transformation:

Digital Industries – Digital solutions boost cost-effectiveness and productivity among our customers; for instance, simulation software saves billions of miles of road testing in the development of autonomous vehicles. Charter of Trust – joint initiative between Siemens and companies all over the world to create a more secure digital world

University partnerships:

Siemens works closely with the research excellence in international ecosystems

¹ Fiscal 2019.

² Including Varian.

³ Contributions to defined benefit plans, defined contribution plans, and state plans. Figures comprises the total of all continuing and discontinuing operations.

Protecting the environment



Decarbonizing society:

88 Mt greenhouse gas reduction through Environmental Portfolio products in operation by our customers

Efficiency in consumption:

Smart Infrastructure – Guaranteed reduction of **€ 4.0 billion** (1995–2044) in utility costs for our customers. To date, that guarantee has already been surpassed by 20 %

Carbon footprint:

–36 % Scope 1 and Scope 2 emissions since FY 2019 according to our SBTI¹-based reduction path, 78 % of total energy consumption is green electricity

Circular economy:

92 % of total waste is recycled or recovered; With our digital marketplace “SiEasy”, we enable idle equipment, machines, furniture and materials to continue to be used within Siemens. In this way, we extend the service life time of our used equipment and avoid additional resource extraction from nature

Improving quality of life



Health:

Siemens Healthineers – **174 million** patient touchpoints provide access to healthcare in underserved countries; **64** AI-supported products help improve clinical decision-making

Mobility:

Siemens Mobility – Providing mobility solutions that enable safe, reliable, clean, affordable public transportation to carry people sustainably, door to door

Security:

Smart Infrastructure – Security solutions protect people and materials, enhance operating efficiency, safeguard business operations, and ensure compliance

Occupational health and safety:

New corporate program “Healthy and Safe @ Siemens” launched; reduction of the LTIFR: Lost Time Injury Frequency Rate for Siemens employees and temporary workers by 8 % compared to the previous year; acting quickly, effectively and adapted to the respective local situation during the COVID-19 pandemic in order to ensure the health and safety of our people

Global commitment to the **New Normal Working Model**²

Shaping a changing society



Supply chain management:

Clear commitment from around **63,000** suppliers to the Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries, **394** external sustainability audits performed

Integrity:

Some U.S.\$ **120 million** in funding provided for **85** projects as part of the Siemens Integrity Initiative to combat corruption and fraud in more than **50** countries; around **72,000** employees have already completed global online training course in the Business Conduct Guidelines

Human rights:

Comprehensive due diligence process regarding environmental and social risks implemented

Social responsibility:

€ 40.6 million in community investment

Siemens Stiftung:

The charitable foundation, established in 2008, promotes with its international project work access to basic services, high quality education and an understanding of culture. With a network of over 100 cooperation partners the foundation develops solution approaches and programs with a focus on technological and social innovations

¹ Science Based Target Initiative; base year 2019.

² For employees with job profiles that make this feasible and reasonable.

1.6

Customers



– “Customer impact” guides our actions

– **Key Account Management: A holistic approach to the customer**

– **Regular measurement of customer satisfaction**



8 DECENT WORK AND ECONOMIC GROWTH



9 INDUSTRY, INNOVATION AND INFRASTRUCTURE



11 SUSTAINABLE CITIES AND COMMUNITIES



12 RESPONSIBLE CONSUMPTION AND PRODUCTION



13 CLIMATE ACTION



Putting customers first has a long tradition at Siemens. When it comes to technology, innovation, and sustainability, our customers are always at the heart of what we think and do: Everything begins with them.¹

That’s why we’ve made customer benefit a strategic priority. We listen so we can understand our customers’ needs as early as possible – best of all, even before our customers themselves become aware of them.

Focus on customer impact

What do our customers want? How can we be sure to help them stay relevant, even during phases when markets are constantly shifting, and our customers themselves are undergoing transformations?

Our approach must continuously adapt to a world of ever-accelerating change:

- Growth markets can be volatile.
- Innovation and development cycles have shortened drastically.
- As barriers to market entry are lowered, nimble new competitors are entering the scene.
- Digitalization can be disruptive, but it also offers new business opportunities.

¹ We call any current or potential purchaser of Siemens products or services, no matter what the sales channel, a “customer.” Some customers who are especially significant for Siemens are called Key Customers.

→ On top of that, digitalization has ushered in sweeping operational changes – including lean management and agile software development, to name just two examples.

→ Data-driven business models and technology-based services are booming.

As these changes advance, our customers’ needs are also changing. So as a company, we must adjust as well, and listen carefully to our customers so we can provide them with the best possible help in adapting to change.

Our customers are among our most important stakeholders, along with our suppliers, partners, investors, and our people. We engage in critical dialog and engage with them, answer their questions, and encourage discussion. This helps us better understand our stakeholders’ expectations and take the right steps to strengthen our partnerships while maintaining and enhancing trust.

We provide products, solutions, and services in almost every country in the world. To meet our customers’ needs and the constantly changing demands of the markets, Siemens draws on a global sales force that takes its guidance from our regional companies. Key success factors are a strong customer focus, digitalization, and efficient and lean processes, as well as collaboration with external partners.

Our regional teams can also call upon our global network of partners, which includes consultants, distributors, integrators, technical procurement experts, construction companies, machine builders, and more.



**Technology with a goal and purpose:
We help customers improve their
sustainable performance**

Through our portfolio – which primarily covers automation and digitalization in the process and manufacturing industries, as well as intelligent infrastructure for buildings and energy systems, mobility solutions for rail and road transport, and medical technology for the healthcare sector – we have an impact on the fulfillment of numerous sustainable development goals (SDGs).

We intend to help our customers refocus on sustainable solutions and transform potential risks into competitive advantages with our technology and innovation. Siemens has a unique store of expertise for managing this transition so as to make sustainability into a growth engine, transform supply chains, and protect our people.

New solutions for the digital world

The digital transformation is also changing all areas of life: how we stay informed, how we travel, how we shop – and how we manufacture products. And it's also changing business models.

The speed of innovation and the ability to disrupt are becoming key success factors in global competition. This increases the pressure in all industries – and at the same time, it creates new business opportunities, but is also characterized by an increasing complexity and uncertainty for our customers, suppliers, and partners.

Questions such as “How to create business value from digital technologies?” or “Will new digital players attack my core business and with whom to partner?” play an important role.

Increasingly complex solutions driven by digitalization, along with new and changing business models and holistic strategies for sales ecosystems, require robust selling skills and a strongly value-oriented customer approach.

To address these challenges, at Siemens we rely on a mature and structured Key Account Management approach.



**Key Account Management:
a holistic approach to meeting
customer needs**

Key Account Management is the company-wide program that structures and drives systematic business relationships with Key Customers. While all our customers are served by the general Sales organization, Key Customers are attended to also in our Key Account Management approach.

As part of our ESG assessment, we're preparing to include a regular risk assessment of environmental and social risks for our key accounts. Following a pilot run and full implementation, we'll discuss this in more detail in our next report.

Siemens Vertical Markets

The main principle for successful Key Account Management is – beyond the basic sales approach – a special understanding of our customers' vertical markets along with the collaboration among all customer-facing parties – across functional, organizational, and regional boundaries (“Go-to-market” approach).

Such a holistic view makes it easier to develop suitable sales strategies that consider individual business factors, opportunities, vulnerabilities, and the entire ecosystem in the respective industries.

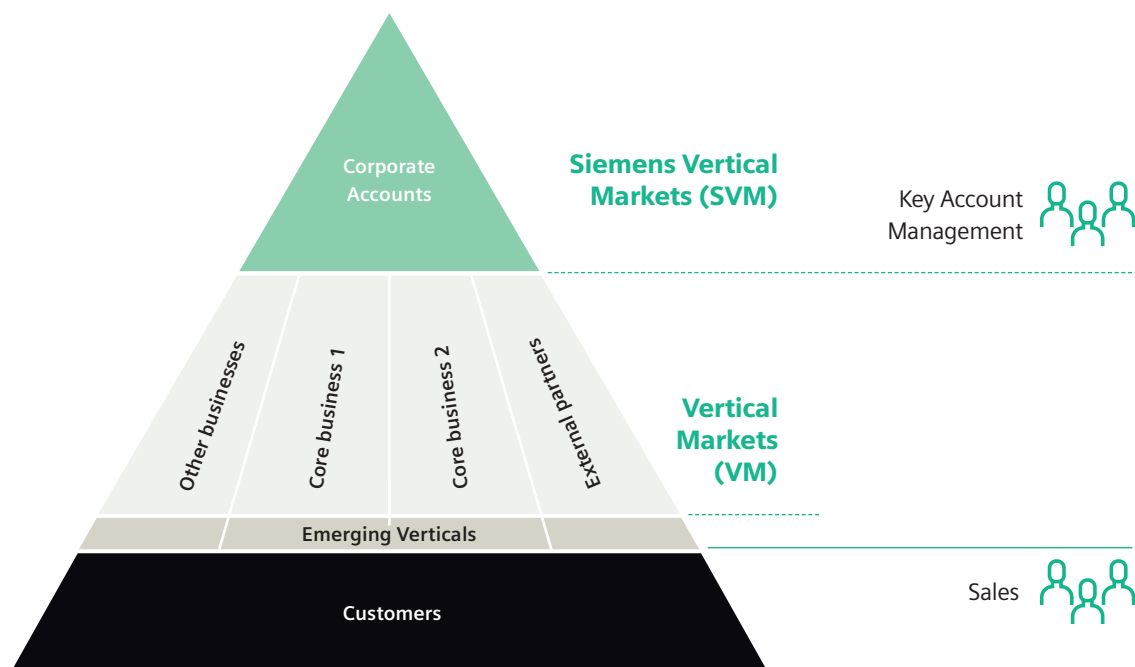
Siemens has therefore structured Key Account Management according to vertical markets (Siemens Vertical Markets/SVMs and Vertical Markets/VMs) which, through company-wide cooperation, provide our Key Customers with a comprehensive range of products, solutions, and services across all business areas. In the SVMs, several Siemens businesses work together to serve each market on a cross-business basis. In the VMs, markets are served by a single Siemens business.

Thanks to harmonized processes, Key Account Management helps us act as ONE company and serve our customers in a global, sustainably coordinated approach.

In the Vertical Market approach, Key Account Managers operate as the interface between our Key Customers and Siemens. They have a deep understanding of the challenges involved, so they can generate profitable growth with solutions that successfully meet those challenges.

Our Key Account Management approach, which we apply worldwide, enables our Sales and Key Account Management representatives to adequately map and address all relevant customer needs and requirements.

Siemens Vertical Market Management



Systematically measuring and improving customer satisfaction

What is more, we regularly measure customer satisfaction – and, by extension, the quality of our partnerships – using the Net Promoter Score (NPS). The management compensation integrates long-term performance bonuses based on ESG criteria and is anchored in the DEGREE framework under Governance. The assessment is based on the Siemens internal ESG-/sustainability index, which comprises the elements of customer satisfaction (Net Promoter Score), CO₂ reduction, and training hours.

➤ SUSTAINABILITY GOVERNANCE AND ORGANIZATION

This systematic evaluation is based on comprehensive annual customer satisfaction surveys. The score itself is based on a single question: “How likely is it that you would recommend Siemens to a colleague or business partner?”

The survey pursues a holistic approach to customer relations that includes following up through the implementation of processes and systems designed to help foster long-term customer loyalty.¹

¹ In most cases, the survey questions focus on the business unit (BU) level. However, the overall score can be aggregated up to the business level and to the level of the entire company.

Regardless of the score, we initiate a follow-up process after the survey, both internally and externally. When a score is low and considered critical, we take immediate action to identify key issues and determine what measures need to be taken to improve the relationship.



Our customers' satisfaction is our top priority

In response to areas with potential for improvement, the relevant business units and regional entities establish measures for improvement that are reviewed on a regular basis. By making these adjustments, we aim to improve our customer relations and make Siemens the partner of choice for all our customers.

Smooth service, support, and proximity to our customers have always been our top priorities, even during the COVID-19 pandemic.

Siemens measures customer satisfaction annually. This year's continuing increase in the Net Promoter Score motivates us even more to keep meeting our customers' high expectations and demanding needs – especially in today's difficult environment.

1.7

Research and development



- Innovation that benefits people everywhere
- Focus on core technology and innovation fields
- Collaboration with partners as enabler



Our purpose is to provide innovations that improve the quality of life and benefit people all over the world, thus contributing to various SDGs and the implementation of the portfolio-related action areas Decarbonization and Resource Efficiency in our DEGREE framework and verifying both the range and the extensive benefits of our products and applications.

Innovation strengthens Siemens and its customers

Our research and development (R&D) activities are geared toward developing innovative, sustainable solutions for our customers and for Siemens businesses and toward simultaneously safeguarding our competitiveness. Our broad technology portfolio supports both public- and private-sector entities with innovative solutions and business models in the transition to a carbon-neutral future. We focus on core technologies and innovation fields – **Company Core Technologies (CCT)** – that play an essential role in the success of Siemens and its customers. The joint implementation of our CCTs by the company's operating units and unit Technology ensures that research activities and business strategies are carefully aligned and that all units can profit equally and quickly from technological developments. In fiscal 2021, the company focused on the following CCTs:

- **Decentralized energy systems** intelligently link local energy production with consumers and intermediate storage systems as the proportion of electricity generated by renewable sources grows. Predictive and optimization tools improve grid flexibility, creating emission-free buildings and smart charging infrastructures to provide a future-oriented path to more stable, lower-priced and carbon-free power supplies.
- The availability of large, economical **energy storage systems** is essential for the success of the energy transition. Developed by Siemens, these storage systems enable innovative forms of transport such as battery- and hydrogen-powered trains and ships
- **Power electronics** for inverters has always played a major role in industry. As the amount of electricity generated by renewable energy sources grows, power grids will also depend on advances in power electronics to facilitate stable operation.
- Future **mobility systems** will increasingly be electrified and interconnected. Therefore, we are working to develop a national charging infrastructure for cars and trucks, fleet management systems, and the digitally supported integration and management of multimodal transportation systems.
- **Blockchain technology** enables transactions between equal partners to be documented in a tamper-proof and transparent manner in order to allow peer-to-peer energy trading and ensure a transparent carbon footprint in multi-company supply chains.

- Generators, switchgear, and other equipment will profit from **innovative materials** that can, for example, boost the efficiency of power generation and enable the lightweight design of railway vehicles.
- **Additive manufacturing processes** facilitate the flexible production of components that have completely new topologies and are important innovation drivers. Siemens, which benefits as a user of this technology, is also involved in developing a digital tool chain that will support the design and subsequent printing of components – “error-free and from one cast.”
- We are shaping the future of **automation**. Our goal is to cut engineering expenses, increase flexibility – through the integration of autonomous manufacturing machines, for instance – and improve our customers’ productivity, while reducing energy consumption. Advanced robotics plays a key role here, particularly in the area of manufacturing.
- The **Industrial Internet of Things (IIoT)** is the result of the increasing **networking of field devices**. The IIoT enables field devices to be equipped with additional software-based functions during ongoing operations and makes it possible for the data produced by these devices to be evaluated in the field or in the cloud. It facilitates the development of new operating and business models in areas such as predictive remote maintenance and optimized energy use. Our MindSphere solution offers an open, cloud-based operating system for the IIoT.
- Industrial facilities and infrastructures are generating ever-growing amounts of data. With the help of machine-based data analysis and **artificial intelligence (AI)**, we help plant operators to increase availability, improve operational quality, and minimize the stress placed on humans and the environment. AI also provides assistance in clinical processes, since state-of-the-art diagnostic procedures are generating larger and larger volumes of data. Here, AI enables improved decision-making thanks to data analysis, thus increasing our customers’ productivity.
- In the area of **medical technology, sensor systems and robotics** represent two further focal points for research, on the basis of which increasingly complex applications can be automated. These technologies enable complex medical systems to function even in remote areas and less-developed regions, while simultaneously improving the systems’ efficiency. They also bring healthcare closer to people, make high-quality healthcare available everywhere and reduce both the frequency and cost of medical complications.
- **Digital twins** involve the modeling and simulation of systems and processes, including the development and manufacturing of products. Digital twins make it easier to accelerate the commissioning of manufacturing plants, improve time to market and optimize the operation of infrastructures throughout their life-cycles.
- **Industrial cybersecurity** is a key technology for digitalization. The security of industrial facilities and the protection of data and intellectual property are important requirements not only for customers, but also for governments and societies, which demand that these requirements are to be fulfilled.
- Complex, highly distributed industrial software systems that integrate the software of different providers can be developed only by using new **methods and processes in software system development**.

1.7 Research and development

After four years, the CCT portfolio was revised on October 1, 2021, in order to better support the new Siemens strategy and accommodate changed market demands, while continuing to contribute to the success of Siemens and its customers through the provision of Technology with Purpose. These changes include among others the expansion and renaming of the CCT Decentralized Energy Systems to “Sustainable Energy & Infrastructure.”

This CCT will now include R&D activities in the areas of life-cycle optimization (design tools, digital twins, algorithm optimization) and decarbonization (tools for the sustainability transformation and the green factory, carbon footprint transparency and optimization). The newly created CCT “Integrated Circuits & Electronics” bundles R&D activities in fields such as optimized design and resource-efficient manufacturing, the testing and operation of industrial electronics and the recycling of electronics-based products.

We use our core technologies in all businesses – for the long-term success for Siemens and its customers



Company Core Technologies



Data Analytics & AI



Connectivity & Edge



Simulation & Digital Twins



Software Systems & Processes



Automation



Cybersecurity & Trust



Sustainable Energy & Infrastructure



Additive Manufacturing & Materials



Power Electronics



User Experience



Integrated Circuits & Electronics

Continued high investment in R&D¹

In fiscal 2021, we reported R&D expenditure of €4.9 billion, compared to €4.6 billion in fiscal 2020. The resulting R&D intensity, defined as the ratio of R&D expenditure to revenue, was 7.8%, compared to 8.3% in fiscal 2020. Additions to capitalized development expenses amounted to €0.3 billion, compared to €0.4 billion in the previous year. As of September 30, 2021, Siemens held approximately 43,400 granted patents worldwide in its continuing operations and had an average of 42,500 R&D employees, compared to 40,900 patents and 40,800 R&D employees in fiscal 2020.



We are further developing technologies on the basis of our open innovation concept. In 2021, an external platform was added to the originally in-house platform of the Siemens Innovation Ecosystem (SIE). This platform enables many in-house and external teams to work together with partners, customers, suppliers, universities, and other experts in a global network of knowledge and inspiration. July 2021, for example, saw the start of the Tech for Sustainability campaign, in which research into new technologies for a more sustainable future is broken down into fields of application. The SIE is currently used by more than 30,000 registered users.

We are also working closely with scientists from leading universities and research institutions, not only under bilateral research cooperation agreements, but also in publicly funded collective research projects. Our focus here is on our strategic research partners, especially the eight Centers of Knowledge Interchange (CKIs) we maintain at leading universities worldwide. With the Siemens Research and Innovation Ecosystem (RIE), newly launched on 1 October, 2021, Siemens wants to address the challenges of today with technologies of the future in a collaborative manner.

Aligned with the Siemens technology portfolio, we work closely with the research excellence in these dedicated ecosystems and focus on broader regional opportunities.

Siemens' global venture unit, Next47, provides capital to help start-ups expand and scale. It serves as the creator of next-generation business for Siemens by building up, acquiring, or partnering with start-ups at any stage in their development. Next47 focuses on anticipating how technologies will impact our markets. This knowledge is enabling Siemens and Siemens' customers to grow and thrive in the age of digitalization.

[➤ ANNUAL FINANCIAL REPORT 2021 COMBINED MANAGEMENT REPORT 4.3 RESEARCH AND DEVELOPMENT](#)

¹ FY 2021 figures inclusive Varian.

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Our sustainability management



2.1

Materiality assessment

- **Materiality assessment updated on the basis of external frameworks and dialog with stakeholders**
- **Material sustainability topics identified and grouped with an emphasis on shared values and responsibility**
- **Material sustainability topics applied as guiding principles for the DEGREE framework**

Key topics as guiding principles

Our materiality assessment is based on external frameworks such as the UN Global Compact and the Standards of the Global Reporting Initiative (GRI), which form the basis for our reporting. The key topics in our report are structured on the basis of ESG issues (ESG = Environment, Social, Governance). Moreover, the ongoing dialog with external and internal stakeholders plays a key role in the materiality process. These stakeholders particularly include investors, customers, suppliers, our people, communities, policymakers, media, nongovernmental organizations, business associations, and academic institutions.

Updating of the materiality assessment

We updated our materiality assessment with an emphasis on Smart Infrastructure, Digital Industries, and Mobility in fiscal 2021. The resulting topics largely match the material topics of Siemens Healthineers, which were determined as part of an independent materiality assessment. The goal was to identify the key economic, ecological, and social topics for Siemens in accordance with the GRI Standards. To this end, we consulted relevant stakeholders and viewed the impact from an inside-out perspective. We also considered the outside-in impact (double materiality). With the aid of the

materiality assessment, we were able to prioritize the relevant sustainability topics, which were discussed with and confirmed by our Siemens Sustainability Board. The material topics form the framework for the implementation and accelerated advancement of sustainability within the company – at the central corporate level, in our business units, and in the countries where we operate. Our DEGREE framework is the visible outcome of this work. Siemens strives to continuously improve sustainability management and understands the materiality assessment to be a prerequisite for process management in order to identify and manage potential opportunities and risks. The Siemens business units derive their key action areas from the DEGREE framework with due regard to the requirements and basic conditions of their local markets.

Identification and prioritization of topics

Material topics are selected on a step-by-step basis. The list of potentially relevant sustainability topics (approx. 100) was based on extensive research of ratings, rankings, and peers. The subsequent short-listing was conducted in workshops. Afterward, three perspectives were evaluated in expert workshops and in interviews with internal and external stakeholders.

→ Stakeholder perspective:

This perspective refers to sustainability topics that are deemed to be material by external stakeholders such as customers, investors, suppliers, government officials, and NGOs, as well as internal stakeholders (**stakeholder relevance**). The most material topics from the perspective of our stakeholders are sustainable product design and life-cycle management and climate protection, and therefore also social and ecological standards

in the supply chain, as well as corporate governance and sustainability leadership.

→ **Inside-out perspective:**

This perspective refers to sustainability topics that can be positively or negatively influenced by the company's business activities, business relationships, and products and services **(sustainability relevance)**. The most material topics in which Siemens can exert the greatest influence on society and the environment are social and ecological standards in the supply chain, climate protection, and sustainable product design and lifecycle management.

→ **Outside-in perspective:**

This perspective refers to sustainability topics that can be associated with opportunities and risks of the company's business activities or financial situation **(business criticality)**. The most material sustainability topics from the perspective of the influence on our business activities and the generation of lasting value are climate protection, sustainable product design and life-cycle management, and social and ecological standards in the supply chain.

As the result of our materiality assessment, we have identified 15 material sustainability topics of greatest relevance to our stakeholder groups and of greatest importance for their sustainability impact and impact on Siemens. We plan to conduct the materiality assessment at least every five years.

Shared-value and responsibility topics

The material sustainability topics were then grouped in accordance with the shared-value and responsibility approach.

Shared values are associated with social progress and business value. Companies need to make a positive contribution to society in order to maintain their "social license to operate." Shared-value topics are those for which we want to create added value through our activities, products, and services; our role as thought leaders; and our corporate citizenship activities; and by meeting key systemic challenges to the benefit of society. At the same time, we strive to seize business opportunities for Siemens.

Responsibility refers to material topics for which we bear the responsibility to prevent material negative impacts on people, society, or the environment in our business activities. Such impacts could also present a potential financial or reputation risk for our business activities.

Our material sustainability topics are clearly linked to the Sustainability Development Goals (SDGs), our four strategic priorities and our DEGREE framework.

➤ STRATEGY

The linkage of the material sustainability topics to the GRI can be found here: ➤ [ANNEX GRI INDEX](#)

Material sustainability topics are clearly linked to the Sustainability Development Goals (SDGs) and our four strategic priorities and served as basis for our DEGREE framework. [➤ STRATEGY](#)

	Sustainability topics	SDGs	Strategic priorities	DEGREE
Dimension	Shared Values	Climate protection¹	7 9 11 12 13	D ECARBONIZATION
		Sustainable product design and life-cycle management¹	6 7 9 11 12 13 14 15	R ESOURCE EFFICIENCY
		Innovation and business model ²	6 7 9 11 12 13 14 15	D ECARBONIZATION R ESOURCE EFFICIENCY
		Partner management and collaboration ²	7 8 9 11 12 13 16 17	D ECARBONIZATION G OVERNANCE
		Responsible governance ²	8 12 16 17	G OVERNANCE
		Future of work ²	3 4 5 8 10 11	E QUITY E MPLOYABILITY
		Sustainable handling of natural resources and material efficiency ²	6 7 9 11 12 13 14 15	R ESOURCE EFFICIENCY
	Responsibility	Social and ecological standards in the supply chain¹	8 12 16 17	G OVERNANCE
		Cybersecurity and data management ²	5 8 10 16 17	E THICS
		Employee health and safety ²	3 4 8 10	E MPLOYABILITY
		Diversity, equity & inclusion ²	3 4 5 8 10 11	E QUITY
		Customer safety and product quality ²	8 12 16 17	G OVERNANCE
		Corporate governance and sustainability leadership ²	8 12 16 17	G OVERNANCE
		ESG risk management ²	5 8 10 12 16 17	G OVERNANCE E THICS
		Compliance management ²	5 8 10 12 16 17	G OVERNANCE E THICS

¹ Top 3 material sustainability topics.

² 12 additional material sustainability topics.

Result of the assessment of organizational impacts (inside-out, i.e., on the environment and society), stakeholder relevance and business criticality (outside-in)

TECHNOLOGY WITH PURPOSE
CUSTOMER VALUE
STRENGTHENING AND EMPOWERING PEOPLE
GROWTH MINDSET
DEFINITION OF THE MATERIAL TOPICS – BUNDLED ACCORDING TO SHARED VALUE AND RESPONSIBILITY

2.2

Sustainability governance and organization

- **The Sustainability Board is the central steering committee for the ongoing strategic development of sustainability**
- **Business and country CEOs are responsible for implementing sustainability policies**
- **ESG criteria are included in the compensation system for members of the Managing Board and senior managers**

Sustainability management is a company-wide effort that derives from our corporate purpose. It is at the heart of everything we do. Sustainability is firmly rooted within our organization and has been an integral component of management compensation since fiscal 2020.

Foundation: corporate governance

The cornerstone for sustainability-based corporate management is compliance with recognized principles of corporate governance. Siemens AG is governed by German corporate law, under which it has a two-tier board structure consisting of a Managing Board and a Supervisory Board. As the top management body, the Managing Board is obligated to serve the company's best interests and achieve sustainable growth in company value. The members of the Managing Board are jointly responsible for the entire management of the company and decide on basic issues of business policy and corporate strategy, as well as single-year and multiyear planning. The Supervisory Board oversees and advises the Managing Board in its management of the company's business. At regular intervals, the Supervisory Board discusses business development, planning, strategy, and the implementation of that strategy.

More detailed information on the structure and responsibilities of the Managing Board and Supervisory Board can be found in management's Corporate Governance Statement in our [ANNUAL REPORT](#).

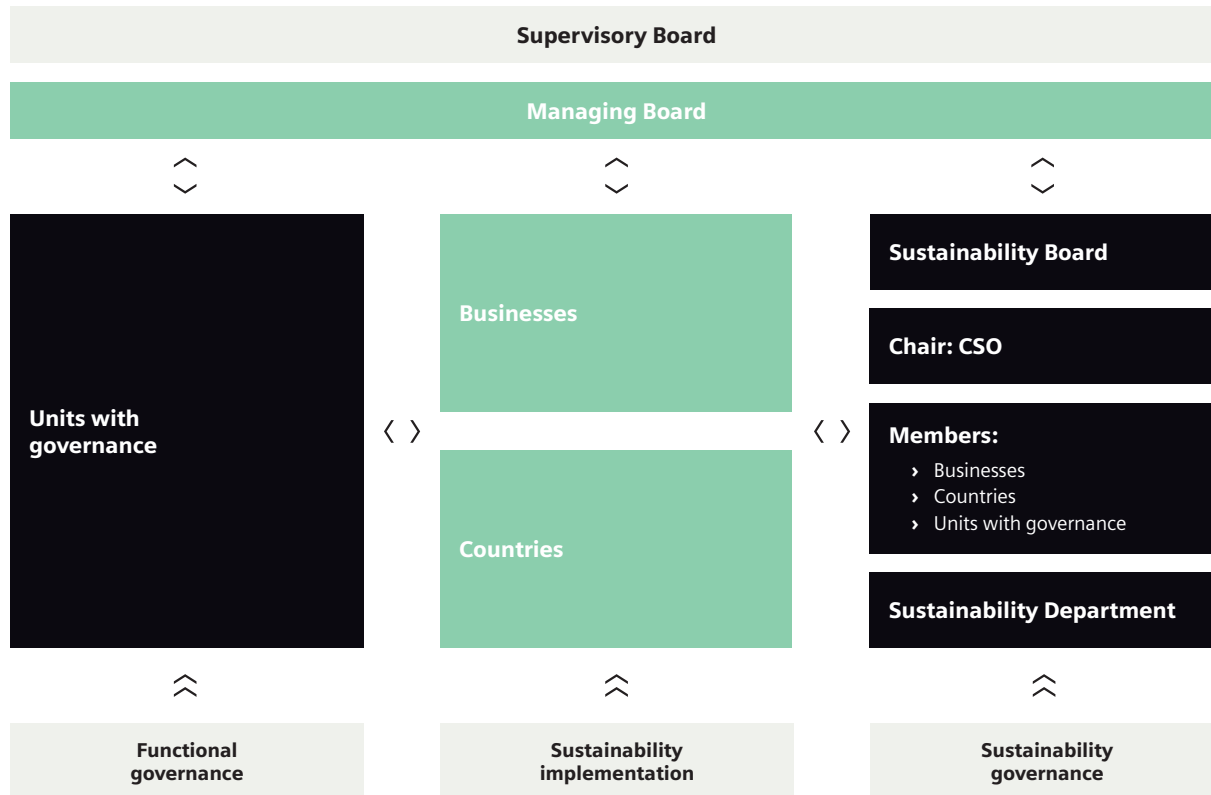
Clear organizational structure and responsibilities

All strategic sustainability activities are overseen by our Chief Sustainability Officer (CSO). The CSO is a member of the Siemens Managing Board and chairs the Siemens Sustainability Board (SSB), which consists of representatives of the businesses, countries, and units with governance responsibilities (technical and professional functions).

The SSB is the central steering committee for the strategic development of sustainability at Siemens, and makes decisions regarding key sustainability matters. Where necessary, the Managing Board addresses sustainability-related risks and opportunities of strategic and company-wide importance, and adopts appropriate measures. For example, it was the Managing Board that adopted the DEGREE sustainability framework in fiscal 2021. The SSB motivates and supports the organization in taking sustainability aspects into account when making business decisions. At quarterly meetings, the SSB discusses and hones its focus on strategic sustainability topics, such as CO₂ reduction, the framework for ESG and human rights risks, and nonfinancial reporting, as well as rankings and ratings. The board adopts relevant sustainability measures and initiatives or submits recommendations for action to the Managing Board. During fiscal 2021, the SSB decided on matters such as the SBTi commitment, putting the DEGREE sustainability framework into operation, and a materiality analysis to serve as the basis for the further pursuit of sustainability.

CEOs in businesses and lead countries are responsible for anchoring sustainability in their organizations

Overview of roles and responsibilities



The Siemens Sustainability Director heads the Sustainability Department and supports the CSO in performing his or her duties. In this capacity, the Sustainability Director reports to the CSO and is a member of the SSB. The Sustainability Department monitors trends in sustainability, analyzes the potential impact on Siemens, prepares decisions for initiatives and pilot projects, provides support with their implementation, and promotes efforts by the SSB to anchor new sustainability topics within the company.

The CEOs of businesses and countries are responsible for implementing sustainability within the Group. This responsibility includes taking sustainability aspects strategically into account all along the value chain within their organizations' business activities. In all their decisions, strategies, processes, and

systems, they must also take account of business opportunities and business risks that relate to sustainability. They also set the targets for strategic sustainability activities in their sphere of responsibility.

In their implementation work, the CEOs of the various businesses and countries are supported by Sustainability Managers, whom they appoint. These Sustainability Managers maintain close contact with their colleagues and the Sustainability Department. They also organize a network of sustainability experts with the aim of ensuring that all sustainability measures and initiatives are implemented within the units. All units with governance functions are additionally responsible for the company-wide implementation of sustainability aspects within their spheres of responsibility. They analyze new sustainability requirements specific to their markets

and customers, and are in charge of implementing guidelines, management systems, and strategic programs, as well as long-term targets and KPIs. They report on their activities in the Siemens Sustainability Report.

Sustainability reflected in management compensation

In fiscal 2019, the compensation system for members of the Managing Board was reviewed in depth and revised further; it was then endorsed by a large majority at the Annual Shareholders' Meeting in February 2020. As part of the refinement of the system, a focus was established for sustainability aspects. As part of the long-term variable component of compensation (Siemens Stock Awards), alongside a comparison of total shareholder return (TSR) against an international index (the MSCI World Industrials Index), a second performance criterion was introduced, in the form of an internal ESG/Sustainability index, weighted at 20%, with three equally weighted indicators.

The ESG indicators reflect relevant strategic and socio-political topics. For the Stock Awards Tranche 2021, which was awarded in November 2020, these indicators are reduction of CO₂ emissions, digital learning hours per employee, and the Net Promoter Score (NPS) for measuring customer satisfaction. As well as for the members of the Managing Board, these criteria are applicable analogously for all senior managers globally who are eligible for Stock Awards.

Additional sustainability matters, including succession planning, sustainability/diversity, and employee satisfaction, are also defined as individual targets for short-term variable compensation (bonuses).

To link compensation more firmly to long-term growth and performance of the company, the level of the long-term variable component of compensation was raised; it now ranges from a minimum of 30% to a maximum of 42% of target total compensation. [➤ COMPENSATION REPORT 2021](#)

CO₂ Emissions

Amount of greenhouse gases emitted by the company's business operations in tons of CO₂ equivalent, excluding carbon off-sets (for example, certificates).

Digital learning hours per employee

The total number of digital learning hours completed in virtual trainer-led training sessions, self-paced learning, learning on the job, community-based virtual learning, and hybrid training sessions divided by the total number of employees.

Net Promoter Score (NPS)

Customer intention to recommend us, measured on a scale of 1 (extremely unlikely) to 10 (extremely likely). NPS is defined as the number of promoters (%) minus the number of detractors (%).

2.3

Partnerships and collaborations for sustainability

17 PARTNERSHIPS FOR THE GOALS



- **Close networking and cooperation with our stakeholders**
- **Partnerships are key to sustainable development and business success**
- **Siemens is an active member of numerous business associations and organizations**

As a company that operates globally, we partner in a variety of ways with a very diverse set of players. Our efforts here are in line with SDG 17, which calls for a revitalized, strengthened global partnership that brings together governments, civil society, the private sector, the United Nations, and other entities.

Only by collaborating closely with stakeholder groups can we make serious progress on complex and intertwined sustainability challenges such as environmental concerns. We maintain a constant dialog for that purpose with investors, customers, suppliers, our people, communities, policymakers, media, nongovernmental organizations, business organizations, and academia. Our management and the relevant specific units with governance functions are in charge of this task. For example, overall responsibility for dialog with policymakers lies with the Managing Board of Siemens AG. Within the various business units, the unit's CEO is responsible for coordinated dialog. The Managing Board has tasked the Government Affairs Department with performing the necessary coordination duties and has given it the powers it needs for the purpose.

This engagement with our stakeholder groups creates value on all sides of the equation through exchanges of knowledge and information, as well as through creative partnerships. It helps us improve business conditions and reduce both external and internal risks.

Our new DEGREE sustainability framework is also founded on dialog with our customers, investors, suppliers, and our people, and with society at large, and on acknowledging the impact our business has on the planet. This new framework thus represents a 360-degree stakeholder approach.

In dialog with politics and society

As a global company, we work with our customers to find innovative solutions to some of the most pressing issues facing the planet. For that reason, dialog with policymakers is intrinsic to our social responsibility, and is of tremendous importance to our success as a company. We base the priorities of our political activities on our business strategies and innovation fields.

Our advocacy activities focus on the following topics and policy areas, among others: cybersecurity, digitalization (including Internet of Things/IoT and artificial intelligence, or AI), decarbonization and climate change action, energy, R&D, and trade policy, as well as connected and automated mobility for rail and road. We have joined forces with leading companies from around the world to establish the Charter of Trust, which aims to make the digital world safer and more secure ([HTTPS://WWW.CHARTEROFTRUST.COM/](https://www.charteroftrust.com/)).

Furthermore, we support the goal of achieving a carbon-neutral Europe by 2050 – announced as part of the European Green Deal – through a variety of commitments, including our active memberships in the European Alliance to Save Energy ([HTTPS://EUASE.NET/](https://euase.net/)) and the [EUROPEAN GREEN DIGITAL COALITION](#).

As part of the European Green Deal, “fit for 55” is an important – and tangible – step toward the goal of reducing carbon emissions by 55% until 2030 and

achieving complete climate neutrality by 2050. The proposed measures establish conditions under which companies can now make long-term plans. A fair and reasonable carbon price will accelerate the embrace of low-carbon technologies, and should thus extend to as many sectors as possible so as to encourage the transition to a carbon-neutral economy. Siemens will continue to do its part here – because we have the necessary technologies and knowledge to reduce CO₂ emissions and energy consumption, and to conserve resources.

Our political involvement is guided by firm principles. We are politically neutral and take a zero-tolerance approach to corruption, violations of fair competition principles, and other breaches of applicable law and internal regulations. Siemens does not make political donations and contributions (donations to politicians, political parties, or political organizations). All contributions that support purely political purposes or the representation of political interests, such as election events for political campaigns, are prohibited by our internal guidelines.

Engagement in associations and organizations

In addition, Siemens is a member of numerous business associations and similar organizations, some of which advocate for their members' interests in the political arena. Selected examples of the most important memberships in our three core markets (the European Union, the United States of America, and China) are: the International Chamber of Commerce (ICC), the VDMA (Verband Deutscher Maschinen- und Anlagenbau e.V.), the German Electrical and Electronic Manufacturers' Association (ZVEI), the U.S. Chamber of Commerce, and the European Chamber of Commerce in China (EUCCC). More information on political activities at Siemens can be found here: [HTTPS://NEW.SIEMENS.COM/GLOBAL/EN/COMPANY/ABOUT/CORPORATE-FUNCTIONS/GOVERNMENT-AFFAIRS.HTML](https://new.siemens.com/global/en/company/about/corporate-functions/government-affairs.html)

We also work closely with the Organization for Economic Cooperation and Development (OECD), the United Nations, the European Union, and the World Economic Forum (WEF). We are involved in various initiatives of the WEF, such as the Partnering Against Corruption Initiative (PACI).

We cooperate as well with the United Nations, for instance as part of our commitment to the Ten Principles of the United Nations Global Compact (UNGC). When it comes to environmental issues, we support the United Nations Framework Convention on Climate Change (UNFCCC) and the UN climate conferences, plus we are actively involved in the CEO Water Mandate. Furthermore, we have joined the World Bank's Carbon Pricing Leadership Coalition (CPLC), and we advocate for the global introduction of carbon pricing. We are additionally committed to the UNGC Women's Empowerment Principles and have signed the Diversity Charter, an initiative by the German government.

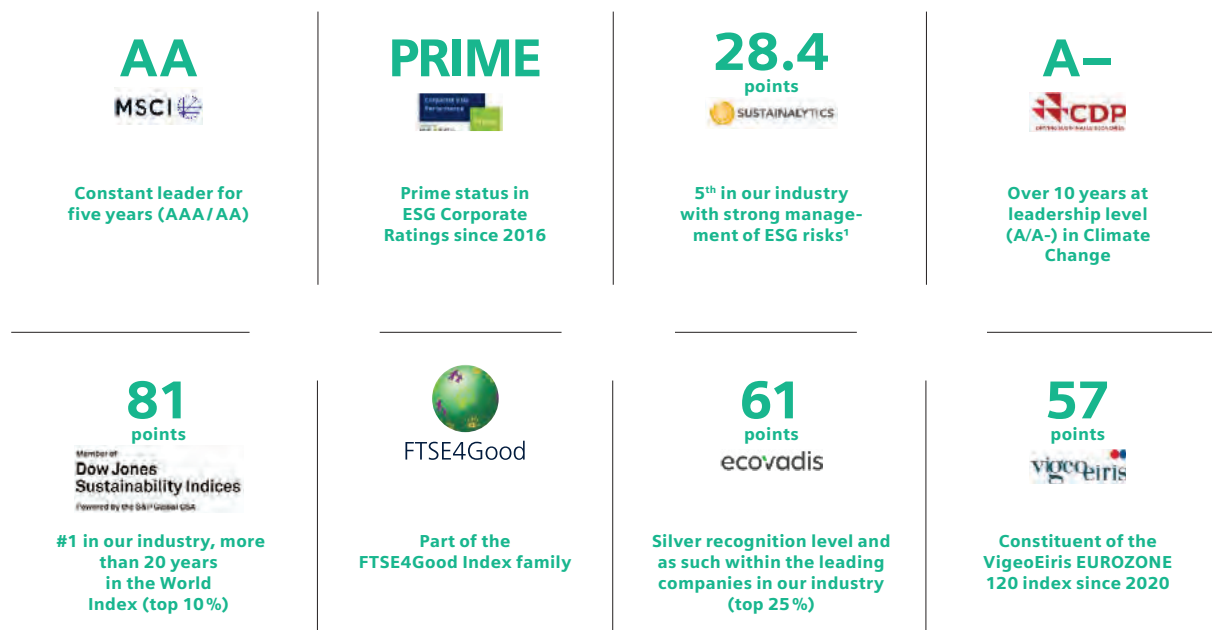
For years, we have supported One Young World (OYW), a nonprofit organization that champions young business leaders around the globe in order to build a better world with more responsible, more effective leadership. At the 2021 OYW Summit in Munich, we celebrated ten years of our CEOs' involvement with the organization.

2.4

Sustainability ratings reflect our performance

- **Our engagement is recognized in a number of ratings and rankings**
 - **This helps continuously improve our sustainability performance**
 - **It also strengthens the Siemens brand and enhances the satisfaction of our people**
- Our commitment to sustainability is widely recognized in a variety of significant ratings and rankings. This recognition corroborates the wisdom of our sustainability strategy, and at the same time it also provides us with a yardstick for continuous improvement.
- We actively involve ourselves with external ratings and rankings as a way of measuring our performance against similar companies and competitors. There are four reasons why this engagement is important to us:
1. Markets and customers increasingly want information about ratings and rankings, and they've begun requiring these assessments as part of their contract terms.
 2. More and more investors are developing their own ratings and rankings to assess companies' sustainability performance.
 3. We want to be able to benchmark ourselves against peers and competitors so we can introduce the right steps for improvement and detect important trends in sustainability.
 4. Strong performances in relevant, acknowledged ratings strengthen the Siemens brand and enhance the satisfaction of our people.

Siemens' sustainability performance has received recognition in external ratings and rankings



Rating highlights



Cybersecurity program



Innovation management



Customer relationship management



Green products and service/ecodesign



Compliance management system



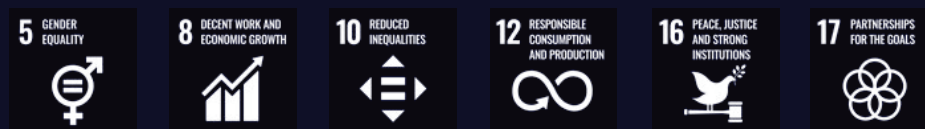
Environmental management system

¹ High risk exposure is in line with the industry average.

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Governance

Responsible Business Practice



Ethics

Foster a culture of trust, adhere to ethical standards, and handle data with care

Our key ambitions:

- Striving to train 100% of our people on Siemens' Business Conduct Guidelines every three years

Additional topics:

- Zero-tolerance approach to breaches of applicable laws and our own internal guidelines
- A global, risk-based compliance system
- Aiming for a leading role in cybersecurity

Governance

Apply state-of-the-art systems for effective and responsible business conduct

Our key ambitions:

- ESG-secured supply chain based on supplier commitment to the Supplier Code of Conduct
- Long-term incentives based on ESG criteria¹

Additional topics:

- Focus on human rights: climate protection, occupational safety, and responsible sourcing of minerals
- Digital ESG Risk Due Diligence Tool (ESG Radar)

¹ Assessment based on Siemens-internal ESG-/sustainability Index, based on customer satisfaction (Net Promoter Score), CO₂ reduction, training hours.

3.1

Compliance



- **Zero-tolerance approach to breaches of applicable laws and our own internal guidelines**
- **A global, risk-based compliance system**
- **All our business activities are guided by our values: “responsible – excellent – innovative”**

Siemens takes a zero-tolerance approach to corruption and other breaches of applicable laws and of the values laid down in our Business Conduct Guidelines (BCGs). If violations do occur, we respond consistently and vigorously following defined procedures. But compliance means more than just complying with laws and internal regulations: It’s the foundation of all our decisions and activities, and the key to integrity in business conduct. Our premise is this: Only clean business is Siemens business. This applies worldwide and at all levels of the organization. At Siemens, standing up for integrity means that everywhere we do business, we act in accordance with our values: responsible – excellent – innovative. And we’ve also anchored that approach in our new DEGREE framework under “E” for “Ethics.” [➤ STRATEGY ➤ AT A GLANCE](#)



Zero-tolerance approach to breaches of applicable law and our Business Conduct Guidelines

Our compliance organization contributes in particular to the achievement of the UN’s Sustainable Development Goal (SDG) 16, “Peace, Justice and Strong Institutions.” That goal includes a call for companies to dramatically reduce corruption and bribery in all their forms.

Worldwide commitment to fighting corruption

Beyond our company’s borders – and in collaboration with other international and national organizations – we’re committed – including as part of our Collective Action activities – to fighting corruption and promoting fair competition in our markets [➤ SEE ALSO THE SECTION ON “COLLECTIVE ACTION” BELOW](#). Part of that engagement is our commitment to the United Nations Global Compact (UNGC) and our involvement in the World Economic Forum and its Partnering Against Corruption Initiative (PACI). In addition, we actively support the United Nations Convention against Corruption and the Anti-Bribery Convention of the Organisation for Economic Cooperation and Development (OECD), and we have been supporting their implementation for years as part of Business 20 (B20). The Ten Principles of the UNGC, along with the other guidelines, are a foundation for our company-wide work in this domain and are also enshrined in our code of conduct: the Siemens BCGs that provide direction for all our activities. [📄 BUSINESS CONDUCT GUIDELINES](#)

Siemens and its roughly 303,000 employees operate in many different countries throughout the world with customers in both the private and public sectors that serve a vast array of industrial sectors. Our global business operations are governed by numerous national legal systems and a variety of political, social, and cultural settings, which are constantly changing. Accordingly, the environment where Siemens conducts its business, and thereby carries out its compliance activities, is correspondingly complex.

The Siemens compliance system

Our BCGs contain the fundamental principles and rules for our conduct, both within Siemens and in our relationships with our customers, external partners,

and the general public. They also serve as an expression of our values and lay the basis for detailed internal regulations. The BCGs are binding for all Siemens employees around the world.

BUSINESS CONDUCT GUIDELINES

Our compliance system is designed to ensure that our business practices worldwide comply with these guidelines and follow applicable laws. To attain that goal, the system is based on three pillars – prevent, detect, and respond – and covers the activity fields anti-corruption, anti-money laundering, antitrust, Collective Action, data privacy, export control, and human rights. [➤ HUMAN RIGHTS](#) and [➤ DATA PRIVACY](#)

Siemens compliance system



3.1 Compliance

Preventive measures include compliance risk management, preparing of topic-specific guidelines and procedures, incorporating compliance requirements into our business processes, and providing comprehensive training and advice for our people. Channels for reporting compliance violations – such as the “Tell Us” whistleblower system and the Ombudsperson as well as professional and fair investigations – are indispensable for recognizing and completely resolving matters of misconduct. Unambiguous responses and clear consequences serve to punish misconduct and eliminate weaknesses. To ensure that our compliance system is put into action and meets our requirements, our internal audit department continuously performs compliance controls and audits.

One of the key components of this compliance system is our managers’ responsibility. That is why the global Legal and Compliance department is directly assigned to the Chairman of the Managing Board as a governance function. Our Chief Compliance Officer delivers quarterly reports directly to the Managing Board and Supervisory Board of Siemens AG.

The global compliance structure combines strong Group-level governance with the work of qualified compliance officers who ensure that the compliance system is implemented worldwide. They work closely with employees and managers, who assume personal responsibility for compliance within their respective business units.

The entire management team has to act on our commitment to compliance and ensure that all business decisions and transactions that fall within their area of responsibility comply with both the relevant legal requirements and our own values and company guidelines. Siemens managers demonstrate a strong commitment to compliance. Compliance and integrity are therefore deeply anchored in our corporate culture.

To obtain feedback directly from Siemens employees, regular survey questions are conducted on the topic of integrity within the Siemens Global Employee Survey (SGES). The surveys are held annually on selected integrity topics. The results from this fiscal year show a continuous positive trend in the entire organization’s perception and awareness of integrity and responsible business conduct. The next survey is scheduled for fiscal 2022.

Compliance risk management

To be effective, the Siemens compliance system needs to be continuously adjusted in order to meet business-specific risks and multiple local legal requirements. The findings from compliance risk management, as well as compliance controls and audits, serve as a basis for deriving measures to further develop the compliance system.

The goal of compliance risk management is to detect compliance risks at an early stage and take appropriate steps to prevent or mitigate risks. Risk assessment is also integrated into individual business processes and tools that evaluate risks in any given business decisions and take appropriate risk mitigation steps. Thus, compliance can make an important contribution to achieving our corporate goals.

Compliance risk management is an integral part of the company-wide Siemens Enterprise Risk Management (ERM) program [↗ ANNUAL REPORT 2021 8.3.1 CHAPTER RISK](#), which creates a holistic view of all identified risks throughout the Group. Each entity and each region assess its business risks in relation to compliance risks. Current developments are systematically also evaluated.

In close collaboration with the relevant businesses, the early identification and assessment of the compliance risks involved in new digital business models are a core part of our risk management process.

3.1 Compliance

Additional information from internal data sources is included in order to provide a holistic overview of compliance risks. Cross-functional exchange at regular meetings and an annual Corporate Compliance Risk Workshop also makes it possible to identify and monitor emerging or changing risks. The results of the risk assessment are therefore a key starting point for the ongoing development of our compliance system.

Compliance priorities in fiscal 2021

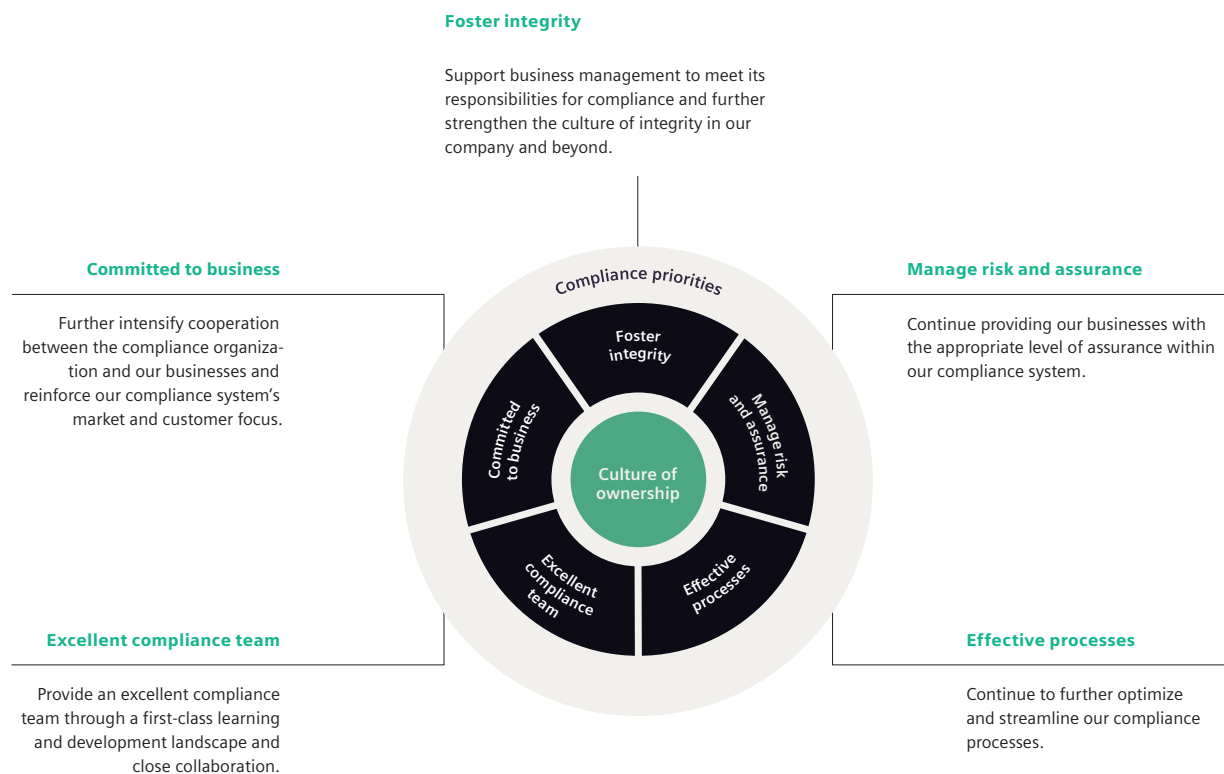
Our compliance priorities are the foundation for the continuous development and improvement of our system. We keep a close watch on the ever-evolving requirements in the compliance environment and strive to fulfill them. Among the challenges in this regard are changes in market conditions and in the compliance risks of our business activities.

In fiscal 2021, we've also defined our long-term compliance priorities. The priorities are constantly evolving, so we can work from a reliable, long-term perspective when developing our compliance efforts. These priorities are supplemented by focus areas and specific activities for each fiscal year, and they continued to guide our work in fiscal 2021. Every compliance employee is actively encouraged and committed to the fulfillment of our priorities.

Compliance training

To ensure that compliance and integrity are deeply anchored in the organization, both Siemens employees and the Compliance department receive targeted, group-oriented, risk-based training on compliance topics.

Compliance priorities



Compliance training for the Siemens organization emphasizes three core aims:

1. To impart values and raise awareness of fundamental compliance issues among all employees
2. To convey in-depth specialized knowledge to managers and specific target groups
3. To provide additional materials on all relevant compliance topics

Employees learn about the compliance activity fields through programs such as mandatory web-based trainings on the contents of our BCGs. In addition to the mandatory training courses, there are also additional training materials that can be used for specific target groups; these are available on the global learning platform. Because of the global coronavirus pandemic (COVID-19), many of the classroom training sessions were converted to virtual formats in fiscal 2021 in order to maintain training continuity.

The BCG training was rolled out to around 77,000 employees worldwide, and 72,000 of them (approximately 93%) successfully completed the training by the end of fiscal 2021.¹



¹ This figure includes Siemens Healthineers employees.

In addition, Siemens employees around the world completed about 374,000 training programs for specific target groups in fiscal 2021.¹

New target for BCG training

As part of the new DEGREE framework, Siemens has expanded the existing training target to include the group of employees without online access. In the future, we plan to train all employees on the BCGs in campaign cycles that run for three years each (without SHS). The current cycle covers the fiscal years from 2020 to 2022.

Within the current cycle, we have trained 76% of our employees worldwide on the BCGs.

Starting fiscal 2022, we are planning to provide in-person training for employees who until now couldn't be included in Siemens' internal IT system for training. Annual face-to-face training sessions will be held at every production site worldwide. We aim to ensure that every employee receives training during the campaign's recurring three-year cycle, in keeping with the new DEGREE target. No in-person sessions were held during the past two fiscal years because of worldwide COVID-19 restrictions.

For the third year of the campaign cycle, this means that in order to reach our goal to train employees at our production facilities, fiscal 2022 remains for the target achievement.² In fiscal 2023, a new three-year cycle will begin and will comprise annual trainings both in person and online.

Moreover, integrity dialogs are conducted every year. In this initiative managers have an opportunity to discuss current compliance issues with their teams as well as to specifically communicate and inform about selected compliance topics.

² Occasionally employees may not be able to take part in the available in-person formats over the coming year because of illness or vacation.

Training programs are planned and initiated according to regional conditions. A learning management system helps track mandatory trainings for the defined and regionally specified target groups, and the completion of training requirements is regularly reported to the management of the respective unit.

A comprehensive train-the-trainer concept equips trainers with the educational and content-related skills they need for the various compliance training courses. Because of the ongoing pandemic, this concept was implemented virtually again fiscal 2021.

Collaborations with business partners

Under certain circumstances, Siemens can be held liable for the illegal activities of certain third parties (such as business partners acting as intermediaries, resellers, and consortium partners), whom we refer to as business partners. Transactions with Siemens could be misused to gain undue advantages for the business partner, or for Siemens.

Each Siemens unit is responsible for its own business partners. They must be carefully selected by the responsible operational unit and must undergo a risk-based compliance due diligence process. This process needs to be adequately monitored for the duration of the business relationship; in other words, the need for the relationship and performance, taking into account remuneration, is regularly reassessed. We have established mandatory processes and related tools for this purpose that are continuously refined to cover risks that arise.

Decisions about engaging a business partner are transparent and risk-oriented, and are based on the most recent compliance due diligence procedures. Appropriate remediation measures are initiated depending on the risk classification of the business relationship and the risks identified.

Both business partners and suppliers are required to sign a predefined code of conduct. In addition, depending on the risk classification, audits can be carried out at the business partners' premises by the Siemens audit function or external service providers.

➤ CHAPTER 3.3 SUPPLY CHAIN

Early detection of warning signs of money laundering

Siemens has a declared goal of doing business only with reliable customers, business partners, and other third parties. That's why we perform risk-based checks of our business counterparts' identity and financial backgrounds as well as the origin of their payments in order to ensure that payments come from legitimate sources. To help our employees better detect and identify money-laundering risks, we regularly hold awareness trainings all over the world. Where necessary, Siemens reports suspicious matters to the responsible authorities.

To provide focused support for our business, risk-triggering warning signals were revised and further detailed in fiscal 2021.

Compliance indicators and whistle-blowing

At Siemens, we offer all employees and external third parties protected channels through which they can report violations of external and internal rules. Reports made through these channels are forwarded to our compliance organization and are monitored. Possible misconduct can also be reported directly to the compliance officers in the individual business units or to management. Our employees make use of these reporting channels regularly. In fiscal 2021, 394 compliance cases were reported that required further inquiry or investigation. We believe that the increase in cases from 332 in fiscal 2020 is within a normal fluctuation range when taking the COVID-19

3.1 Compliance

pandemic into account. The total number of disciplinary measures for compliance violations in fiscal 2021 was 121 (188 in fiscal 2020).

The number of disciplinary measures in a fiscal year doesn't necessarily reflect the number of compliance cases reported in the same period. Frequently, disciplinary action isn't taken in the year in which the underlying cases were reported or the investigation – which follows a careful procedure – was completed. A compliance case may also result in multiple disciplinary actions or none at all.

Compliance indicators ¹

	Fiscal year	
	2021	2020
Compliance cases reported	394	332
Disciplinary sanctions	121	188
<i>therein warnings</i>	62	90
<i>therein dismissals</i>	49	63
<i>therein other</i> ²	10	35

¹ Continuing and discontinued operations

² Includes loss of variable and voluntary compensation components, transfer, and suspension

We believe that the evidence demonstrates that our compliance system is well-designed and effectively implemented. Due to the nature of our business operations, the environments where we work, and our wide range of different geographic regions, we don't regard the number of incidents as unusual.

More information on significant ongoing and future charges of corruption, antitrust violations, and other violations of the law can be found in [COMBINED MANAGEMENT REPORT CHAPTER 8.3.4 COMPLIANCE RISK, AND NOTE 22 IN NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR FISCAL 2021](#).

Collective Action and the
Siemens Integrity Initiative

If substantial progress is to be made in combating corruption and fostering fair competition, large numbers of stakeholders must act collectively. The global Siemens Integrity Initiative earmarks more than US\$100 million to support organizations and projects that combat corruption and fraud through Collective Action, education, and training. The Siemens Integrity Initiative focuses on supporting projects that have a clear impact on the business environment, can demonstrate objective and measurable results, and have the potential to be scaled up and replicated.

Building upon the Third Funding Round from 2018, in December 2020 we invited short-listed partners to submit applications for additional support, adhering to the published criteria for application and selection. A team of experts from various disciplines and regions carefully reviewed the projects, presented them to the Siemens Steering Committee for approval, and then introduced them to the World Bank for what's known as the "non-veto" process and to the European Investment Bank for information.

In July 2021 we announced the eight additional new projects that will be funded for three years beginning July 1, 2021, each for a total of up to US\$20.5 million and with activities in more than 27 countries.



**US\$120 million in support for
85 projects in 50 countries**

So far we've allocated approximately US\$120 million for 85 projects in more than 50 countries across all funding rounds. This information is provided in our annual report on the Siemens Integrity Initiative.

[WWW.SIEMENS.COM/INTEGRITY-INITIATIVE](https://www.siemens.com/integrity-initiative)

The Siemens Integrity Initiative constitutes one element of a 2009 settlement between Siemens and the World Bank and another 2013 settlement between Siemens and the European Investment Bank (EIB).

Results and progress in fiscal 2021

In fiscal 2021, we again made significant progress with our Siemens compliance system, including:

- The global BCGs training was updated to emphasize the importance of integrity and compliance in the company and among its employees. The training's content, formats, and execution were adapted to current conditions and further developed.
- We formed global teams of compliance experts to focus on defined topics. This is intended to address major challenges on a cross-organizational basis while also identifying opportunities for improvement in efficiency and efficacy by tapping into all of Siemens' knowledge. Within these networks, the ongoing monitoring of compliance risks was supplemented with a global group of experts who will help detect risks from new digital business models at an early stage and define proposals to mitigate those risks.

Outlook for fiscal 2022

Our compliance priorities described above will continue to guide our work and will be further detailed with focus areas for fiscal 2022. Our paramount goal is to provide Siemens with the highest level of certainty in matters of compliance and to promote a market environment of integrity. In fiscal 2022, as part of the "Ethics" (E) aspect of the DEGREE program, we'll engage in a variety of projects to cultivate integrity and intend to train our employees in the Siemens BCGs in the context of the new objectives.

We'll continue our development of a compliance system tailored to the individual risks and opportunities of our businesses and our organizational structure at Siemens. In our global employee survey in fiscal 2022, we'll again solicit our employees' feedback on integrity at Siemens in order to be able to derive appropriate measures.

"Ethical management of the company is very important to us. That's why we're committed to a collective approach and support international initiatives to combat corruption."

CEO Roland Busch

Finally, in fiscal 2022 we'll continue to implement the projects of the Siemens Integrity Initiative and monitor their progress.

🖥️ WWW.SIEMENS.COM/INTEGRITY-INITIATIVE

3.2

Human rights



– **Respect for human rights remains in focus at all times**



– **Commitment to compliance with international standards**



– **Inclusion of all key partners**

As a global company, we are well aware of our responsibility to society. We are unreservedly committed to safeguarding and respecting human rights in every stage of the value chain. We understand this to be a key element of acting with integrity and responsible corporate governance. Our holistic approach to respecting human rights is not limited to our own business locations: We also consider our supply chain and the business activities of our customers. Our goal and aspiration is to identify any human rights violations occurring anywhere in our value chain as early as possible and to mitigate identified risks responsibly.

Our new DEGREE framework consists of different components to address the multifaceted issue of human rights in the areas of G (Governance), E (Ethics), and E (Equity).

Commitment to human rights and international standards

Our human rights principles are firmly grounded in the United Nations 2030 Agenda for Sustainable Development. Siemens believes that the corresponding Sustainability Development Goals (SDGs) can only be fully achieved if any potentially negative impacts within the value chains are examined in greater detail and effective action is

taken to counter them. In these efforts, we are guided by international standards that help companies define their approaches to human rights and continuously optimize them. These standards include the United Nations Guiding Principles on Business and Human Rights and the Guidelines for Multinational Enterprises published by the Organization for Economic Cooperation and Development (OECD). They highlight the importance of a due diligence process that is able to proactively identify, assess, and prevent any human rights violations to protect those affected or at least mitigate their impacts as much as possible.

The Business Conduct Guidelines

Our pledge to safeguard human rights is anchored in our Siemens Business Conduct Guidelines (BCGs) [➤ COMPLIANCE](#). The BCGs are binding on all employees and business partners worldwide. They set out the fundamental principles and rules that apply to our actions within our company and in relation to our customers, external partners, and the public.

Siemens is committed to complying with the following international standards and also expects its business partners to observe the following guidelines, where applicable:

- The International Bill of Human Rights, consisting of:
- the Universal Declaration of Human Rights,
 - the International Covenant on Civil and Political Rights, and
 - the International Covenant on Economic, Social and Cultural Rights.

- The European Convention for the Protection of Human Rights and Fundamental Freedoms,
- The Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy of the International Labour Organization (ILO),
- The ILO Declaration on Fundamental Principles and Rights at Work,
- The OECD Guidelines for Multinational Enterprises (after adoption of the core elements of the UN Guiding Principles on Business and Human Rights in 2011),
- The UN Guiding Principles on Business and Human Rights, and
- The Ten Principles of the United Nations Global Compact.

Beyond that, Siemens AG reaffirmed its commitment to workers' fundamental rights in an international framework agreement signed by trade unions and employee representatives in 2012.

The following fundamental rights are among those enshrined in the abovementioned agreements and guidelines and in our Business Conduct Guidelines:

- No discrimination, respect for the principles of equal opportunity and equal treatment,
- Free choice of employment (no forced labor),
- Prohibition of child labor,
- Fair pay,
- Freedom of collective bargaining and association,
- Compliance with safety rules.

Management and responsibilities

Our actions in support of respect for human rights and our commitment to implementing the UN Guiding Principles on Business and Human Rights are monitored by the Siemens Managing Board and the Siemens Sustainability Board (SSB). These bodies

discuss both progress and challenges and identify improvement measures. Furthermore, the Chief Compliance Officer reports to the Supervisory Board and Managing Board at a regular basis and also provides information on topics relating to human rights on an ad hoc basis.

The SSB has given the Sustainability and Compliance departments the task of ensuring that the respect for human rights is more deeply embedded in the company's worldwide processes and business decisions. To this end, the two departments have developed a framework program aimed at ensuring the respect for human rights and agreed to successively realize improvement potential across all program dimensions. In fiscal 2021, these efforts were focused on capacity building, awareness creation and the implementation of a comprehensive due diligence approach in customer-related business.

➤ SIEMENS' HUMAN RIGHTS FRAMEWORK

Continuous improvement measures

We view living up to our responsibility for human rights as a continuous improvement process. Siemens employs risk management programs and procedures across its value chain to systematically identify and assess risks of human rights violations at an early stage and mitigate these risks depending on the company's leverage potential.

Human rights in the supply chain

Maintaining sustainable supply chains is one of our guiding principles. Siemens suppliers commit to uphold the Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries and Business Partners, which affirms the fundamental human rights of our suppliers' employees.

Siemens' human rights framework



This Code encompasses the following points:

- Fair labor conditions (pay, working hours, vacation),
- Right to freedom of association,
- Responsibility for health and safety standards,
- Prohibition of discrimination,
- Prohibition of forced labor and child labor,
- Provision of anonymous grievance mechanisms.

Siemens takes a risk-based approach to identifying potential risks in its supply chain. This includes Corporate Responsibility Self-Assessments (CRSAs) by suppliers, internal supplier audits, and external

sustainability audits. Whenever deviations from the principles of the Code of Conduct for Siemens Suppliers, and therefore also violations of the human rights principles defined in this document are identified, we work with the supplier to clarify how lasting corrective action can be taken within a reasonable time frame. [➤ SUPPLY CHAIN](#)

In case of severe violations, we reserve the right to terminate the supplier relationship.

[➤ MATERIAL HUMAN RIGHTS RISK ISSUES WITHIN OUR VALUE CHAIN](#)

With regard to the new German Supply Chain Due Diligence Act (LkSG), which will enter into force on January 1, 2023, we have established a cross-functional working group to evaluate the effects of the new law on Siemens.

Human rights in the workplace

The BCGs [BUSINESS CONDUCT GUIDELINES](#) are an integral element of all employment contracts. Every employee is responsible for respecting human rights. Siemens does not tolerate discrimination, sexual harassment, or any other form of personal attack on individuals or groups. In addition, the principles of equal opportunity and equal treatment apply without restriction.

The principles of diversity, equal opportunity, and inclusion are all embedded in our business goals and processes. We acknowledge that we must ourselves effect the transformation we want and remain committed to creating a more equitable, more sustainable future. We believe that movements such as “Black Lives Matter” and changes are needed to address the injustice that black Americans and other minorities still have to endure. For this reason, we launched the “Courageous Conversations” platform for our people in the U.S., where they can share their experiences and learn from each other. More than 3,500 employees participated in this dialog format in 2021. In our Supplier Diversity Program, we identify opportunities for pro bono work to promote social justice and collaborate with minority-controlled businesses in a targeted manner. To promote diversity among suppliers, Siemens, Siemens Healthineers, and the Siemens Foundation together have donated more than US\$ 8 million to historically black colleges and universities and to organizations that improve access to COVID-19 vaccines in minority communities.

[➤ MATERIAL HUMAN RIGHTS RISK ISSUES WITHIN OUR VALUE CHAIN](#)

Fair pay and active codetermination

Fair and transparent pay is an indispensable element of appreciative, respectful dealings with our people. In Germany, the collectively agreed-to pay system forms the basis for equal pay within the areas covered by collective agreements. Raises for those outside collective agreements are also handled without discrimination after review on the basis of our defined, market-based “pay-parity” methodology. A full 88% of employees in Germany are covered by collective agreements. Approximately 98% are subject to codetermination. The remaining 2% are executive staff with no codetermination rights. Siemens negotiates wages with unions in free collective bargaining negotiations.

For further information, please see the chapters:

[➤ OCCUPATIONAL HEALTH AND SAFETY](#), [➤ WORKING AT SIEMENS](#) with a focus on [➤ DIVERSITY](#) and [➤ PRODUCT STEWARDSHIP](#).

Human rights in the case of business decisions by customers

Siemens strives to systematically operationalize any human rights risks within its value chain by means of a company-wide due diligence approach. This also includes the business conducted by our customers.

We operate in nearly 200 countries, including countries with a challenging social and political context.

Our stakeholders are increasingly asking what responsibility companies bear for the business activities of their customers. We recognize this and take action to ensure that our risk due diligence



The early detection of environmental and social risks plays a key role in human rights due diligence.

procedures continue to evolve and that we work to assess possible environmental and social risks in our operational business on an even more comprehensive basis and at an earlier stage. Material human rights risks within our value chain, including in the business relationships of our customers, that we have identified are summarized in the following [TABLE](#).

Material human rights risk issues within our value chain

Human rights risk issues in the supply chain

- › Fair labor conditions
- › Freedom of assembly
- › Discrimination
- › Forced labor
- › Child labor
- › Health and safety



Human rights risk issues in the workplace

- › Health and safety
- › Fair labor conditions
- › Discrimination



Human rights risk issues in the case of business decisions by customers

- › Business-specific environmental and social risks¹
- › Country-specific risks
- › Impact on local communities (such as indigenous population, ethnic or religious minorities)
- › Fair labor conditions
- › Modern slavery
- › Discrimination
- › Occupied territories



¹ Including in the areas of coal, oil, and gas and mining, for example.

We believe it is essential to integrate the key risk fields into our due diligence procedures. The following assessments have been considered:

- Results of the materiality assessment in the area of human rights from fiscal 2019. We conducted an online survey of 500 stakeholders, including suppliers, customers, NGOs, think tanks, investors, shareholders, government representatives, and our people,


- Our experience in dealing with critical/controversial projects,
- Expertise supplied by external human rights experts, and
- Insights from dialogs with investors, Siemens shareholders, NGOs, and peer groups.

As a key element of the new DEGREE framework, we have successfully rolled out the new digital Risk Due Diligence Tool (ESG Radar) in the area of governance on the basis of the abovementioned material risk fields. This will help Siemens identify and assess possible environmental and social risks, and the associated human rights and reputational risks, earlier and on an even more comprehensive basis in the case of business decisions made by customers. The tool can be used to check over 60 different risk indicators for individual business activities. Together with external human rights experts, targeted mitigation measures are defined depending on how pronounced the risk profile is and what kind of influence Siemens has. The Risk Due Diligence Tool will be continually refined and expanded to cover critical human rights issues.

As part of our responsible business conduct practices, we also look at counterpart risks. Our business responsables assume responsibility for the periodic risk assessment of key customers with regard to environmental and social risks and their related human rights and reputation risks. The development of this process is ongoing and will be finalized in fiscal 2022.

Training and skill building

Siemens firmly believes that the principles of sustainability can be fully and effectively practiced only if they constitute a voluntary pledge based on core beliefs. Continuous skill building is a key factor in this regard. Our activities in this area are geared toward specific target groups. Siemens provides training for suppliers, interactive training formats for employees, and tailored skill-building activities for global and regional salespeople and specific functions such as Compliance and Environment, Health, and Safety (EHS).

Our brochures “Sustainability in the Supply Chain” and “Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries and Business Partners”  **SUPPLY CHAIN** support and sensitize our suppliers to the importance of embedding these values, as well as the sustainability requirements they entail, more deeply in their own supply chains. Siemens also offers web-based training on sustainability and human rights in the supply chain for all our suppliers.

A new, global web-based training program for environmental, social, and human rights due diligence was successfully conducted in fiscal 2021. Although the training program is available to all employees, participation is required for a smaller target group consisting of senior managers, salespeople, and risk management professionals. In total, 31,000 employees had participated in the training program by the end of fiscal 2021.

In addition, our Human Rights Knowledge Hub offers further training materials on topics such as modern slavery, occupied territories, and effective grievance mechanisms.

We also plan to launch an internal platform to enable a regular dialog across businesses, countries, and specific departments and openly discuss challenges, risk fields, and examples of good practice.

Grievance mechanism and channels

Siemens offers all our people an external third parties protected channels for reporting violations of external and internal rules. Reports issued by these means are forwarded to our Compliance organization and followed up. The same channels can also be used to report human rights violations to the company.

 **COMPLIANCE**  WWW.SIEMENS.COM/HUMANRIGHTS

Networks and coalitions

A regular dialog with peer group companies creates a platform founded on mutual trust for a more in-depth discussion of human rights. This also helps us come up with fresh ideas and harness past experiences for continuous improvement measures within our company. This kind of mutual dialog focuses on discussing challenges and solutions, addressing conflicts of goals, and identifying possible areas of shared action. After all, we firmly believe that we can achieve faster progress by concerted action than by acting alone.

Siemens is a member of the Global Business Initiative on Human Rights (GBI). This initiative is one of the leading international network initiatives in the area of human rights. It consists of over 20 companies from all over the world. Siemens is also represented in the European Business and Human Rights Peer Learning Group of the Global Compact Network. In Germany, Siemens is also involved in the working groups of econsense¹ in the areas of business and human rights and human rights in the supply chain.

Besides regular dialog with peer groups and think tanks, we also interact regularly with external human rights advisors on the subject of training, sensitization, and due diligence. In addition, we communicate regularly with investors, shareholders, rating agencies, and NGOs.

¹ econsense is a Forum for Sustainable Development of German Business.

3.3

Sustainable supply chain practices



- **Assumption of responsibility on the basis of the holistic approach summarized as “Prevent – Detect – Respond”**
- **Evaluation of suppliers on the basis of self-assessments and on-site audits**
- **Focus on human rights: climate protection, occupational safety, and responsible sourcing of minerals**

The procurement activities of Siemens are wide-ranging: The company purchased goods and services valued at just under €28 billion in fiscal 2021, equivalent to approximately half our total revenue. We are aware that our worldwide purchasing activities have a major impact on local communities and the environment in our procurement markets. Sustainable business practices are therefore an integral part of purchasing policy at Siemens. We expect our suppliers not only to contribute to the economic success of our company, but also to ensure strict compliance with our sustainability requirements, which are summarized in the Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries. The obligation of suppliers to observe our Code of Conduct is an essential basis for fulfilling the Governance (“G”) ambitions of our DEGREE framework.

Our supplier network is broadly diversified. We work with about 63,000 suppliers in around 145 countries. There is great variation in the overall conditions that apply across these countries. As a result, strict compliance with the global sustainability requirements that apply to our suppliers is a major challenge in our day-to-day purchasing activities.

According to the UN Global Compact, the “supply chain makes a significant impact in promoting human rights, fair labor practices, environmental progress, and anti-corruption policies.”¹ Moreover, improved waste management and use of materials based on the principles of a circular economy can reduce consumption of natural resources. In addition, we have increased our focus on climate protection in our supply chain in recent years.



Siemens purchased goods and services worth €28 billion from 145 countries

Responsibility for the worldwide supplier network

Sustainability in the supply chain is based on a holistic “Prevent – Detect – Respond” approach and is designed to minimize risk.

We expect all suppliers to make a firm commitment to our Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries (“Code”): The requirements set out in the Code must be accepted by all suppliers. The Code, which was introduced more than ten years ago, is based on the principles outlined in the United Nations Global Compact. The Code also builds on the Siemens Business Conduct Guidelines (BCGs), which set out the basic principles of sustainability for the entire company.

Among other things, suppliers declare their willingness to respect the fundamental rights of employees, establish high standards for health, safety, and environmental protection, and pursue a zero-tolerance

¹ <https://www.unglobalcompact.org/what-is-gc/our-work/supply-chain>

strategy in relation to corruption and bribery. The Code also contains a section on preventing purchases of conflict minerals, meaning minerals produced in certain countries that yield profits for armed groups in particular.

The Code also includes provisions on preventing money laundering and terrorist financing, export control and customs, and ensuring data protection. In addition, suppliers are obligated to institute a protected grievance mechanism for their employees. An accompanying Code of Conduct brochure and a web-based training module are provided to aid in supportive communication.

Supplier management follows clear criteria

The supplier management process at Siemens includes strict criteria for supplier selection and qualification. On this basis, we can quickly identify and counteract any sustainability risks also when admitting new suppliers. This may apply to suppliers with the following risk characteristics:

- Locations in high-risk countries
- Products according to the requirements for responsible sourcing of minerals
- Products and services with large carbon footprints
- Products that fall under laws like REACH (regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals) or RoHS (Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment)
- General aspects of supplier quality management (including sustainability-related topics)
- Plant engineering (risks associated with construction contractors)

To identify these risk characteristics, we categorize our suppliers according to several factors:

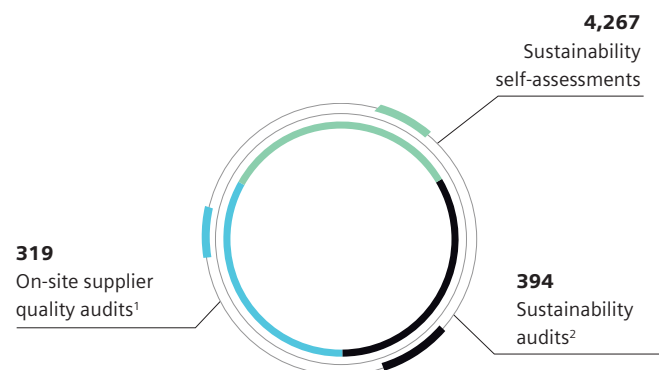
- Purchased material and service fields are assigned to the abovementioned risk groups as part of our processes. This makes it possible to assign measures to individual suppliers (e.g., specific contract clauses, obtaining proof, possibly flagging the supplier for an on-site audit).

- Risk levels for individual countries are introduced based on sustainability indicators for key areas such as legal compliance, corruption and bribery, human rights in the workplace, child labor, and more. We base these assessments on information from internationally recognized organizations.
- Suppliers may be assigned to other strategic categories based on factors such as specific preparations for projects with high local purchasing volumes, for example.

Self-assessments and site audits as control mechanisms

We perform suitable reviews according to the risk assessment for suppliers based on the categories outlined above. These reviews range from supplier self-assessments of their own sustainability practices to sustainability audits conducted on-site by external auditors.

Number of audits



¹ Conducted by Siemens auditors with integrated sustainability questions.

² Conducted by external auditors.

Self-assessments

Corporate Responsibility Self-Assessments (CRSAs) are part of the supplier qualification process, which is reviewed regularly and updated as needed to take new standards and regulations into account. Accordingly, new potential suppliers undergo a binding qualification process, while existing suppliers are reassessed every three years.

3.3 Sustainable supply chain practices

The number of completed CRSAs declined by around 10% from 4,759 self-assessments in fiscal 2020 to 4,267 in 2021. This moderate decrease is mainly attributable to the lower number of new suppliers resulting from the general reduction of our supplier pool from around 65,000 in 2020 to 63,000 in the past fiscal year. On the other hand, the number of agreed-upon improvement measures increased in fiscal 2021. The effects became apparent only in 2021 due to the fact that new topics were added to the Code of Conduct and incorporated into the CRA only late in fiscal 2020. In particular, we made larger additions to the Code of Conduct in the categories of "Legal compliance/prohibition of corruption and bribery" and "Respect for the basic human rights of employees," which are now also reflected in the higher number of improvements.

Corporate Responsibility Self-Assessments (CRA)¹

(Number)	Fiscal year	
	2021	2020
Europe, C.I.S., ² Africa, Middle East	1,505	1,439
Americas	555	936
Asia, Australia	2,207	2,384
Total	4,267	4,759

Agreed-upon improvement (number) ³	Fiscal year	
	2021	2020
Legal Compliance/prohibition of corruption and bribery	1,152	1,085
Respect for the basic human rights of employees	773	655
Prohibition of child labor	149	144
Health and safety of employees	705	511
Environmental Protection	680	754
Supply Chain	145	130
Total	3,604	3,279

¹ Self-assessments completed mainly by suppliers from non-OECD countries with a purchasing volume of >€50,000 per year. Questionnaires that were initiated, completed, and concluded in the reporting period.

² Commonwealth of Independent States.

³ Improvement measures agreed with suppliers relate either to actual deviations from the Siemens Group Code of Conduct for Suppliers or to structural improvements in management systems and the lack of specific processes and guidelines implemented by the supplier.

Quality audits with sustainability questions

The quality audits of suppliers conducted by Siemens auditors included questions on the subject of sustainability that cover all aspects and requirements of the Code. We conducted 319 on-site audits worldwide in fiscal 2021, that being about 15% less than in the previous year.

Supplier quality audits with integrated sustainability questions

(Number)	Fiscal year	
	2021	2020
Europe, C.I.S., ¹ Africa, Middle East	116	144
Americas	89	77
Asia, Australia	114	153
Total	319	374

¹ Commonwealth of Independent States.

External sustainability audits

From our point of view, external sustainability audits are the most effective method of assessing the sustainability performance of our suppliers. They are conducted by one of our external audit service providers and serve as a control mechanism for suppliers with a high risk assessment.

External sustainability audits (ESA)

(Number)	Fiscal year	
	2021	2020
Europe, C.I.S., ¹ Africa, Middle East	123	65
Americas	44	19
Asia, Australia	227	185
Total	394²	269

Agreed-upon improvement measures (number) ³	Fiscal year	
	2021	2020
Legal Compliance/prohibition of corruption and bribery	1,141	937
Respect for the basic human rights of employees	2,446	1,877
Prohibition of child labor	89	95
Health and safety of employees	2,430	2,064
Environmental Protection	227	161
Supply Chain	284	260
Total	6,617	5,394

¹ Commonwealth of Independent States.

² Includes audits conducted virtually as well as audits carried out by third parties at our suppliers based on the same standards and are accepted by Siemens.

³ Improvement measures agreed-upon with suppliers relate either to actual deviations from the Siemens Group Code of Conduct for Suppliers or to structural improvements in management systems and the lack of specific processes and guidelines implemented by the supplier.

The improvement of the COVID-19 situation especially since the spring of 2021 actually made it possible to conduct more external sustainability audits than before the COVID-19 pandemic. Compared to 269 sustainability audits in fiscal 2020, 394 audits were conducted in 2021, which equals of an increase of approx. 46%. This number includes 65 audits that we conducted virtually due to the COVID-19 pandemic, where the auditor inspected the supplier's facility by means of a remote video link. Also included are 14 audits at companies which Siemens purchases from but which were ordered by a third party and verified by our audit provider. Those audit reports fully meet the Siemens expectations and were given to us with approval of the audited companies.

For monitoring purposes, audits can be repeated or follow-up audits can be performed by our external audit service providers. It is also possible for the responsible purchasing departments at Siemens to agree on a series of optimization measures with the supplier. During this process, we remain committed to our partnerships with our suppliers and help them to improve. However, if the problems continue or a supplier does not show a willingness to take necessary remedial action, we remove that supplier from our list.

Our central warning message process is intended to ensure even faster, more efficient responses to violations of the requirements laid out in the Code. In this process, suppliers can be blocked in local systems around the world through central messaging.

Sustainability topics with a particular need for action

Three focus topics play an important role in responsible supply chain practices due to their strong connection with other Siemens sustainability activities. These include safeguarding human rights, including responsible sourcing of minerals, lowering CO₂ emissions in our supply chain, and ensuring health and safety, especially on project construction sites.

Responsible sourcing of minerals

Siemens is working hard to prevent the use of minerals from areas of conflict and high-risk areas in the supply chain that are covered by the risk definition set out in Annex 2 to the OECD's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

To this end, we have developed principles for the responsible sourcing of minerals (Responsible Minerals Sourcing Policy) and integrated them into our purchasing process. These principles offer a uniform, company-wide standard for supply chain management in this area. Our approach to these topics is geared toward the risk-based requirements of the OECD's Due Diligence Guidance. To determine the use, sources, and origins of these minerals within our supply chains, we investigate the smelting plants involved. Siemens is a member of the Responsible Minerals Initiative (RMI), an organization of more than 400 industrial companies that provides auditing programs for smelting.

We use the Conflict Minerals Reporting Template (CMRT) published by the RMI to survey our more than 2,600 relevant suppliers and elicit the information we need about smelters in our supply chain that are associated with the production of tin, tantalum, tungsten, and gold (3TG).

We share our findings regarding identified smelters with our RMI partners. The initiative then reviews whether the smelters are certified. Siemens is an active member of the Responsible Minerals Assurance Process and urges the decision-makers of smelters that are not yet certified to participate in audit programs. In this process, Siemens supports the smelters as they move toward the final audit and certification. Individual results are communicated on the RMI website: [WWW.RESPONSIBLEMINERALSINITIATIVE.ORG](https://www.responsiblemineralsinitiative.org)

Based on the European Commission's risk definition relating to "armed conflict," "regions with weak or no governance," and "regions where human and people's

rights are systematically violated,” Siemens also applies its established risk assessment system to evaluate further minerals beyond the 3TG grouping. Cobalt is one of the minerals or metals that have been incorporated into the Siemens due diligence process following RMI’s development of an auditing standard and reporting specifications for cobalt (CRT) in addition to its 3TG due diligence process specifications. Siemens now also conducts supplier audits for cobalt, focusing on battery manufacturers.

Further information and the text of our Responsible Minerals Sourcing Policy can be found at

[WWW.SIEMENS.COM/RESPONSIBLEMINERALS](http://www.siemens.com/responsibleminerals).

Program to reduce CO₂ in the supply chain

As part of the Siemens Carbon Neutral Program and our reporting to the CDP, we publish the upstream greenhouse gas emissions caused by our suppliers. In our Carbon Reduction@Suppliers approach, which is implemented with an external partner, we prepare analyses based on economic data to model the CO₂ footprint for each one of our suppliers.

So, in 2021 the supply chain emissions for our Siemens DEGREE ambition (Siemens without SHS) were reduced by 0.6% to 8,048 kt CO₂e since – for the first time – we included our suppliers’ CO₂ reductions which they already had executed. Taking the 1.5% increase of our Procurement Volume into account, the CO₂ emissions were reduced by more than 2%.

Description of the “Carbon Reduction at Suppliers” program

In 2018/19, we set the basis of this program when we contacted and surveyed more than 9,000 suppliers in over 90 countries and then worked extensively on a process for identifying our suppliers’ CO₂ footprints and reducing emissions through individual agreements on targets.

Today we use a web-based tool known as the “Carbon Web Assessment (CWA),” which shows our suppliers the highest CO₂ emitters in their

operations and explains how these emissions can be sustainably reduced. In a second part, the supplier’s primary data can be queried.

This tool is based on the following methodology:

- The basis is the model calculation of our external partner, which divides our suppliers into product and service categories and assigns an industry average for CO₂. This value is supplemented by a country-specific figure for CO₂, also based on internationally available data.
- Since early 2021, we ask our suppliers to inform us about their implemented CO₂ reduction measures and their CO₂ management via CWA. Based on the given answers, we update the calculated CO₂ reductions and their remaining footprint.

Detailed information on this development and the CWA is provided at [WWW.SIEMENS.COM/CARBON-SUPPLIERS](http://www.siemens.com/carbon-suppliers).

In fiscal 2021, we contacted 7,100 suppliers and by the end of this fiscal year we had received more than 1,800 answers reporting the efforts to reducing their CO₂ footprint. Their answers resulted to an average reduction of 7.6% against our formerly calculated CO₂ footprint, respectively an absolute amount of 104 kt CO₂e.

Enforcing occupational safety at construction sites

Our supply chain management and EHS experts have jointly established a selection process for suppliers that primarily perform construction services for Siemens. Before these contractors can be added to our supplier pool and used, EHS experts review and confirm the responses given by potential contractors to occupational health and safety questions. We also regularly review the risk potential associated with the relevant service categories and update our review methodology.

3.4

Cybersecurity and data privacy

9 INDUSTRY, INNOVATION
AND INFRASTRUCTURE17 PARTNERSHIPS
FOR THE GOALS

- Aiming for a leading role in cybersecurity
- Global expertise and governance structures
- Data protection is part of the compliance system

Cybersecurity rapidly gaining in importance

Digitalization is involved in so many aspects of our lives. Hospitals, factories, power plants, power grids, water systems, intelligent infrastructures, connected mobility – digital systems have become indispensable in many sectors of the economy. Wherever large volumes of information are stored, potential criminal attacks are never far away. That makes cybersecurity one of today's most relevant issues – not just for companies but for society as a whole. And its relevance is expected to increase over the coming years. It will be a crucial instrument for helping businesses safeguard critical infrastructures, protect sensitive information, and ensure their business continuity.

It's easy to see why secure digital systems are so necessary: The Internet of Things (IoT) is one of the driving technologies behind the digitalization of industry, just as it also drives nearly all Siemens business fields. And as one of Siemens' strategic goals, this digital transformation will only succeed if Siemens can be certain that data and connected systems will remain secure. So, cybersecurity is a top priority for Siemens.

An approach that covers all levels simultaneously – from the operational level to the field level and from access control to copy protection – is absolutely essential to keeping industrial facilities comprehensively safe from internal and external

cyberattacks. Siemens recognized early on that cybersecurity would be an integral part of the digital revolution, and it has successfully addressed the issue by creating a centralized cybersecurity ecosystem. The company has developed a holistic approach to cybersecurity that helps to provide the best possible protection for its IT¹ and OT² infrastructure as well as its products, solutions, and services.

Our new DEGREE framework addresses the topic of cybersecurity under "E" for Ethics. That commitment is further reinforced by Siemens' participation in founding the "Charter of Trust" initiative to protect data and promote cybersecurity within a trustworthy digital world.

Siemens is certain that it will become more and more important to be able to trust the digital world. We're a recognized industry leader in cybersecurity, and our goal is to protect data and continue to develop cybersecurity to create a more trustworthy digital world.

Our cybersecurity performance has won outside recognition from sustainability ratings and rankings. The DJSI, for example, has recognized us as a leading company relative to our peers.

The Cybersecurity Department works to be a trusted partner in the digital world for our society, our customers, and Siemens units themselves. Siemens can draw on decades of expertise: The company's small IT security team back in 1986 has grown to a staff of about 1,300 cybersecurity experts. They develop and adopt leading technologies, leverage our internal network, and maintain a dialog with other companies. We want to continuously improve resilience through clear, holistic accountability and ownership. We rely on a culture of

¹ Information technology
² Operational technology

ownership for all aspects of cybersecurity. All of which gives Siemens a very broad foundation for protecting itself, its customers, and society at large.

Our Cybersecurity unit has the task of protecting our internal office environment and our Siemens plants around the world. We develop our own security solutions for that purpose, integrate them into our IT and OT environments, and are careful to provide continuous maintenance for systems throughout their life cycle.

To further enhance the cybersecurity business for Siemens AG, we're taking the next step: We're offering a selection of highly mature security services for our external customers. In close collaboration with the Business, we're defining our go-to-market strategy and making the most of our access to our customers.¹

Responsibilities for cybersecurity clearly defined



Approximately 1,300
experts for Cybersecurity
work for Siemens

A Cybersecurity Board (CSB) has been established to coordinate cybersecurity across the entire Siemens ecosystem. Chaired by the Global Chief Cybersecurity Officer, the Board is intended to steer the company's overall cybersecurity approach. The company units are represented on the CSB by their Chief Cybersecurity Officers. The Board provides a collaborative platform for advancing strategic initiatives throughout Siemens and its affiliated companies in order to address security issues and establish cybersecurity requirements and recommendations – which the company's various units then define more specifically for themselves. Collaboration agreements have also enabled the Chief Cybersecurity Officers at Siemens

Energy and Siemens Healthineers to participate in the CSB.

Since cybersecurity is a priority for top management, the Global Chief Cybersecurity Officer reports directly to the responsible member of the Managing Board, quarterly to the full Managing Board, and annually to the Supervisory Board.

The Cybersecurity Department tracks the following issues and carries out the following activities:

- Measures in information technology, operational technology, and product and solution security
- Cybersecurity risk management
- Monitoring and reporting on the status and progress of cybersecurity measures and checks
- Cyber readiness and second line of defense assessments²
- Mandatory global cybersecurity awareness measures and annual IT cybersecurity global awareness trainings
- Coordinating the joint bodies (such as the CSB), tasks, and topics by central and local cybersecurity teams in the businesses and countries
- Strengthening cybersecurity at a global level in different industries beyond company boundaries through the activities of the Charter of Trust:³ for example, through its Board of Directors, management forum, and various task forces. The Cybersecurity Department is also a service provider for the entire Siemens cybersecurity ecosystem.

The **cybersecurity organization** was developed:

- To protect Siemens' infrastructure and products from cyberattack
- To monitor the threat landscape and initiate the necessary measures to ensure cyber resilience
- To identify, assess, and call attention to cybersecurity risks and actively manage them

¹ <https://new.siemens.com/global/en/products/services/cybersecurity.html>

² <https://new.siemens.com/global/en/products/services/cybersecurity/assessments-for-operational-technology.html>

³ <https://www.charteroftrust.com/>

- To apply country-specific laws and regulations that affect our products, solutions, and infrastructure and take action accordingly
- To reduce the risk of harm to customers
- To reduce the risk of business interruption
- To prevent a loss of reputation and market share
- To minimize risk of penalties

Ensuring cybersecurity calls for an effort from every one of our people, both to protect our products, solutions, and services and to safeguard our own IT/OT infrastructure. This lays the groundwork for our customers to be able to buy products and solutions that meet their security requirements, and with which they can run their own systems reliably and securely.

Siemens provides cybersecurity training for its employees every year. In 2020, 87 % of all employees took part in the online cybersecurity training to protect the company.

The training courses were offered barrier-free for the first time in the financial year 2021. Therefore, the rollout was delayed by a few months and the participation rate was 79 % on the reporting date. However, we assume that we will at least achieve the participation rate of the previous year.

Cybersecurity insurance and risk analysis

To protect the company even more and reduce the potential financial impact of cyber incidents, options for risk transfer have been explored in detail. After an international call for bids for insurance, the currently insurable cyber-risks were transferred to a consortium of insurers. The coverage emphasizes losses caused by incidents such as breaches of information security and data privacy within Siemens or by third parties. Taking out cyber-insurance also supports Siemens' businesses, because our customers often require confirmation of cybersecurity risk coverage. The scope and limits of the risk transfer to the insurance market are reviewed annually.

The Siemens cybersecurity organization has also taken steps to further mitigate risk. These initiatives improve our cyber resilience by helping us better prepare for possible cyberattacks, respond to them more effectively, and recover from them more rapidly.

Here are some of the activities that aim to reduce these risks' probability and impact:

- The [Cybersecurity Improvement Program \(CSIP\)](#) was intended to reduce risk and protect Siemens' most critical assets by developing and implementing consistent security solutions. The CSIP was a four-year program that was concluded in September 2021.
- The paramount goal of Enhanced Microsoft Security (EMS) was to make the Siemens cybersecurity organization a cybersecurity leader by integrating native Microsoft technology while at the same time improving user-friendliness. This program concluded in fiscal 2021 and was succeeded by the Zero Trust program.
- The Zero Trust program will run for two years. It applies EMS findings to factories, business IT, and products. The program is based on the principle of "never trust, always verify" and aims to check each individual connection in real time and to permit only trustworthy communication.

The threat landscape is ever-changing and ever-expanding, so it's important to keep a constant eye on it and set up new initiatives and programs to ensure that we keep adapting and improving.

Building high levels of cybersecurity into Siemens products and solutions

Siemens products, solutions, and services contain a significant amount of software and IT-related components, which in many cases are used in the context of critical infrastructures and could become more exposed to cyberthreats. Regulatory and customer-specific security requirements are increasing and need to be addressed by Siemens. Siemens has established a company-wide Product & Solution Security (PSS) initiative to define guidance and mandatory requirements for PSS and to continuously improve their implementation within the business units. This is managed, among other things, by means of the so-called PSS Maturity. PSS Maturity stands for a proprietary, standards-based maturity model, which shows the extent to which the established business and design processes are being expanded and constantly improved with regard to security activities and requirements. The maturity model covers several subject areas, which are measured at various levels and is adaptable to respective business. Evaluation is performed annually at the organizational level, the results are discussed with the unit management, and corresponding improvement programs are initiated. Continuous improvement and continuous learning are fundamental to implementing security by design.

Proactively dealing with threats, incidents, and vulnerabilities

Siemens has established two teams for this purpose. Both Siemens CERT¹ and Siemens ProductCERT are dedicated teams of seasoned security experts who can provide an immediate response to security threats and incidents affecting Siemens products, solutions, services, or infrastructure.

Siemens CERT secures our internal infrastructure, continuously monitors the cyberthreat landscape for us, and evaluates the potential impact on the company. In the event of a security incident, our experts analyze the cause and initiate countermeasures to minimize harmful impact. Appropriate interest groups (and the authorities, if required) are also informed.

ProductCERT handles security issues related to Siemens products and solutions. The Security Vulnerability Monitoring service has been operating for more than ten years and is constantly on the lookout for information on vulnerabilities in software and hardware components that are built into Siemens products or used in Siemens' IT infrastructure. Under the "Vilocity"² brand, this monitoring also lays the groundwork for external activities that offer the service to a broader customer base. New security recommendations are published each month in tandem with Microsoft Patch Day. Its goal of is to establish transparency, inspire trust, and improve planning reliability for customers, who appreciate the regular Siemens Security Advisory Day. We also work with external researchers and partners to monitor and improve our services.

¹ Computer Emergency Response Team

² <https://vilocity.com/>

Protection of personal data

For Siemens, protecting the personal data of our customers, our people, and partners is an expression of responsible interaction. As digitalization advances, handling personal data is also becoming an increasingly important success factor. That's why processing personal data in compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR), is of utmost importance to Siemens. Our DEGREE framework prioritizes handling data carefully – under “E” for “Ethics.”

Implementing data privacy requirements within the Group: The data privacy management system

To put data privacy into action throughout the Group, Siemens has made it an integral part of the Siemens compliance system. The company has put a data privacy management system into place to ensure that all our business activities comply with data privacy requirements, and that personal data is processed transparently for all concerned in compliance with the applicable law (referral to the Compliance chapter). ➔ [COMPLIANCE](#).

The data privacy management system is composed of the following components that will effectively protect the personal data of our customers, business partners, and our people.

Transparency and data subject rights

We believe transparency about processing is a key component of effective data protection. Our websites and digital products and solutions include data privacy policy statements that inform users about processing steps and data subject rights. The applicable data protection law focuses on protecting the people whose data is processed and grants them comprehensive data protection rights (including the right of access to processed personal data). To comply, Siemens has introduced a global process that provides a centralized hub where data subjects can assert their rights and get answers.

Employees committed to data protection and regular training

Continuously keeping up with data protection requirements isn't just a task for IT – it also involves our people and processes. That's why internal regulations such as our Business Conduct Guidelines require every employee to comply with data protection requirements.

Siemens employees also receive regular trainings on how to handle personal data that are tailored to specific functions and target groups. In fiscal 2021, Siemens developed a new web-based data protection training program composed of an “Essentials” level that's mandatory for all employees who process personal data as part of their job, and specialized “Nuggets” designed for specific fields and target groups.

Data transfers

Transfers of personal data within the Group are covered by binding internal data protection regulations: the Siemens Binding Corporate Rules on Data Protection (BCR). Back in 2014, Siemens was one of the first companies in Germany to introduce a mandatory, Group-wide instrument of this kind. With the BCR, Siemens Group companies around the world have an obligation to process personal data from data subjects in the European Union in accordance with European data protection standards.



Data privacy management system ensures compliance with data protection requirements throughout all business processes

Data protection among our suppliers and partners

A holistic approach to data protection only works if data protection requirements are consistently observed and implemented within the Group and also by our external suppliers and partners. Our suppliers and partners undergo a preliminary data protection audit and are required by contract to adhere to data protection standards.

Data protection in our products and solutions (privacy by design)

Siemens wants to ensure that its products and solutions can be used in compliance with all relevant data protection rules. So for Siemens, privacy by design means that compliance with the law, transparency, informational self-determination, data minimization, and data security are already applied when functions and services are developed, and that they're incorporated into the design. This approach means that privacy by design is securely integrated into our product development processes.

Siemens is well aware that using its products and services may lead customers to entrust Siemens with processing one of their most precious assets: their data. If Siemens processes personal data for a customer, it does so under contractual terms that govern how the data is handled, including transfers to third parties.

Documentation

Siemens documents the purpose, risk, and security standards applied to all of the Group's processing activities in a central database: the Register of Processing Activities. This register serves as a place to evaluate whether data protection law permits a given processing activity and to document compliance with the applicable laws.

Inspection

The requirements and measures described in this section are subject to regular verification, and Siemens conducts risk-based data protection audits of its processing activities, products, and services. The focus of data protection audits in fiscal 2021 was on storing personal data on Siemens IT systems in compliance with the data protection laws, secure data exchanges between Siemens IT systems, security of systems where sensitive personal data is processed (for example, the IT infrastructure for company medical offices), and defending against phishing and similar attacks.

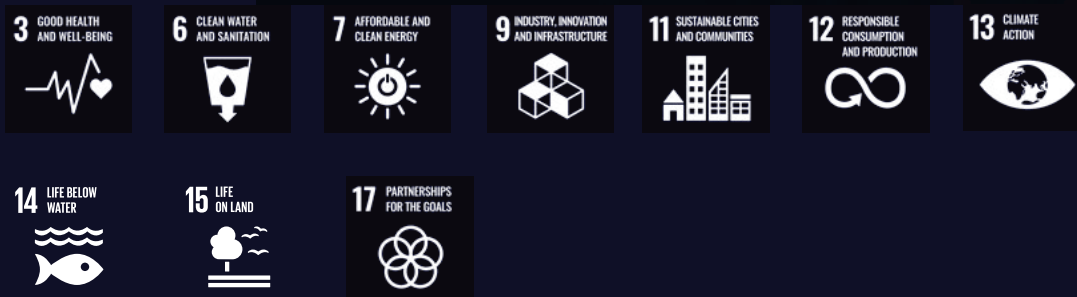
Reporting data protection violations

A fast response is essential in the event of a data protection violation. This is the only way to ensure that these violations are terminated swiftly and that all involved parties both in-house and external (such as the data subjects and the regulatory authorities) are informed immediately. To facilitate this, Siemens has established a global Data Privacy Incident Process that uses central reporting channels and includes the relevant stakeholders.

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Environment

Conservation of nature and resources



Decarbonization

support the 1.5°C target to fight global warming

Our key ambitions:

- Net zero operations by 2030 in line with SBTi pathway¹
- Net zero supply chain by 2050, 20% emissions reduction by 2030

Additional topics:

- Joining the EP100, EV100, and RE100 initiative²
- Portfolio to support customers in climate protection

¹ SBTi: Science-Based Targets initiative.

² Improving energy productivity (EP), Use of electric vehicles (EV) and use of renewable energy (RE).

Resource efficiency

achieve circularity and dematerialization

Our key ambitions:

- Next-level Robust Eco Design for 100% of relevant Siemens product families by 2030
- Natural resource decoupling through increased purchase of secondary materials for metals and resins
- Circularity through waste-to-landfill reduction of 50% by 2025 and toward zero landfill waste by 2030

Additional topics:

- Improving energy efficiency by 10% until 2030
- Continuous increase in share of material recycling of total waste
- Phasing out single-use plastics at our sites worldwide

Holistic environmental protection



As a company with many production facilities and office locations worldwide, our activities have a wide-ranging impact on the environment. This impact extends to everything including the production and conversion of raw materials, preproduction in the supply chain, our own manufacturing activities, our product development, use by customers, reuse and disposal, and utilization of transport services. It is primarily the result of energy utilization, land use, the emission of airborne pollutants, the emission of greenhouse gases, and the generation of solid and liquid waste – all of which can have negative effects on surface water, groundwater, the soil, biodiversity, and the climate.

Our main challenges include the reduction of the environmental impact of product utilization – a challenge that is already being met to a large extent by our products, which are characterized by long life cycles, reparability, reusability, and reliability as well as the minimal, low-emission utilization and/or consumption of energy, raw materials, auxiliary materials, and fuel.

In managing the environmental impact of our business activities, we go beyond mere compliance with the applicable statutory requirements. We reconcile economic, environmental, and social requirements and honor our responsibility to society. Our forward-looking commitment strengthens our customers' competitiveness and lays the foundation for our future success. It includes the identification and active management – often in collaboration with our business partners – of the environmental impact of all our activities along the entire value chain.

Siemens' activities are based on its own environmental guidelines. A member of Siemens' Managing Board is appointed to ensure their implementation. The

responsibility for implementing our environmental principles is defined in the EHS Principles, a Managing Board guideline. Our Global EHS board of experts develops environmental protection measures and programs and, together with our Sustainability Board, advises the Managing Board member responsible for environmental protection. The EHS experts and the sustainability officers in our business areas help line managers implement our environmental guidelines and programs. The company's environmental risks and opportunities are assessed in terms of uniform criteria and reported to the Siemens Enterprise Risk Management Team in Siemens AG's Environmental Council, which comprises the environmental experts of the company's businesses and regional organizations as well as experts in corporate governance, environmental protection, supply chain management, sustainability, real estate management, and insurance. Operational environmental management is based on the ISO 14001 and 50001 norms for energy-intensive units and on the IEC 62430 norm for the environmentally compatible design of solutions, services, and products that are implemented via our own binding standard.

DEGREE defines the framework for ambitious environmental programs.

Our environmental programs are embedded in our DEGREE sustainability framework and focus on the reduction of greenhouse gas emissions and increasing resource efficiency along the entire value chain. Through our commitment to the Science Based Targets Initiative, we are supporting the achievement of the 1.5-degree Celsius target set by the Paris Climate Agreement, while Eco Efficiency @ Siemens, our resource efficiency program, is helping reduce all our environmental impacts by fostering the circular economy and the general dematerialization of business processes.

Eco Efficiency @ Siemens



Responsible Product Development

Products and solutions are at the core of business. Evaluating our portfolio and applying an eco-design approach to relevant product families supports us in selling eco-efficient products and solutions.



Clean Supply Chain

A clean supply chain is central on the path to decoupling natural resource use. Which is why we will be sourcing more secondary materials and take continuous action to initiate the replacement of regulated substances according to IEC 62474.



Efficient Own Operations

Efficiently managing our own production sites and offices continues to be key in our environmental approach, particularly by enhancing waste management practices and using clean energy effectively.

In joining the Science Based Targets Initiative, Siemens has committed itself to further reducing all greenhouse gas emissions generated along the entire value chain. Our goal is to reduce the CO₂ emissions from our business operations to the point that our business segments' contribution is compatible with the 1.5-degree Celsius target in terms of the recognized climate models. Measures at our business operations – such as the electrification of our vehicle fleet, the conversion to green electricity, and building optimization – as well as in the supply chain and the expanded value chain will play a key role in target achievement. The related ambitions are bundled under the “D” for decarbonization in our DEGREE framework.

Eco Efficiency @ Siemens focuses on Robust Eco Design – the design of products, services, and solutions to meet strict standards of environmental compatibility. Our procurement and production activities also consider resource efficiency, addressing the twin goals of increasing the share of secondary materials in plastics and metals, and continuously reducing the share of materials which pose potential risks to health and the environment. Although the share of renewable energies is now high and will increase further, we aim to additionally increase energy efficiency in our operations and offices. We have also undertaken fostering the circular economy and dematerialization by further reducing landfill

waste and promoting the elimination of waste materials. Our products' environmental aspects will also be included in our customer feedback system in order to continuously generate and implement feedback regarding their Robust Eco Design. Launched this fiscal year, Eco Efficiency @ Siemens will run until 2030. Time-limited environmental initiatives – such as projects in the areas of water, biodiversity, and packaging – round out our environmental program.

In a rapidly expanding global economy characterized by ongoing urbanization and world population growth, the importance of environmental protection will increase. Since the start of the EU Green Deal, at the very latest, it has been obvious that the creation of a greenhouse-gas-neutral planet will require a fundamental structural transformation of the market economy. The term “circular economy” defines a framework for moving from a linear, resource-intensive economy to a circular, resource-conserving form of value creation and for shaping such value creation accordingly. It is precisely for this reason that we have chosen to formulate a key element of the “R” for Resource Efficiency in our DEGREE framework as “the achievement of a circular economy and dematerialization”: we want to emphasize the compensation and rebound effects that are necessary for our new circular business model and innovative processes.

4.1

Climate action



- **Our pledge: We are making a contribution to limiting global warming to 1.5 degrees Celsius**
- **Our targets: CO₂-neutral business operations by 2030 and CO₂-neutral supply chain by 2050**
- **Our path: Continuous reduction of emissions from business operations, collaboration with suppliers, and a portfolio that helps our customers protect the environment**

We have pledged to make an important contribution to decarbonizing the global economy, which scientists say must be done well before the end of the 21st century. We will achieve this goal with the aid of an appropriate governance structure, including strategy and risk management, and by acting in accordance with the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD). In addition, our products and solutions make an important contribution to decarbonization by our customers, while also presenting a business opportunity for Siemens.

We have strengthened our climate protection strategy with our validated 1.5 degree Celsius Science Based Target and by joining the initiatives [RE100 \(COMPLETE CONVERSION TO GREEN ELECTRICITY\)](#), [EV100 \(CONVERSION OF THE VEHICLE FLEET TO ELECTRIC VEHICLES\)](#), and [EP100 \(NET-ZERO EMISSION BUILDINGS\)](#). As key elements of our management approach, the reduction of CO₂ emissions in the company's own operations is embedded in the Long-term Incentive (LTI) compensation component of the senior management of Siemens (excluding SHS), and our business units are charged with the responsibility of reducing their respective emissions. [➤ REFERENCE TO SUSTAINABILITY IN MANAGEMENT COMPENSATION](#)

Our approaches to reducing emissions target the entire value chain. During the use phase of our products, the main source of CO₂ emissions is the use of electrical energy. Consequently, the key levers for lowering emissions during the product use phase are to boost energy efficiency and promote digitalization. CO₂ savings are calculated and reported for the products of the Siemens Environmental Portfolio.

Our binding climate protection targets and measures are grouped within the "D" (Decarbonization) category of our DEGREE framework for sustainability at Siemens.

Transparency on greenhouse gas emissions

We report our greenhouse gas emissions on the basis of the Greenhouse Gas Protocol corporate standard published by the World Resources Institute (WRI) and the World Business Council for Sustainable Development (WBCSD). Direct greenhouse gas emissions (Scope 1) arise from sources that are in the company's possession or under its control. Indirect greenhouse gas emissions (Scope 2) arise from the use of purchased electricity and district heating. Since fiscal 2016, we have also reported upstream Scope 3 emissions, arising within our supply chain, from sources such as business travel, capital goods, fuels, and energy-relevant activities and shipments. Scope 3 emissions from our supply chain have been calculated using a cross-regional, macroeconomic input-output model based on our volume of purchased goods and services. We are reporting downstream Scope 3 emissions, including those arising from the use of our products, our investments, employee commuting, and work-from-home activities, for the first time in 2021.

4.1 Climate action

Greenhouse gas emissions (Siemens AG)

(in 1,000 metric tons of CO ₂ equivalents)	Fiscal year	
	2021	2020 ¹
Scope 1	386	424
Scope 2 ²	208	253
Sum Scope 1 and 2	595	678
Scope 3		
<i>Purchases goods & services</i>	8,813	8,607
<i>Capital goods</i>	381	419
<i>Fuel and energy-related activities</i>	263	282
<i>Waste in operations</i>	24	28
<i>Transportation upstream</i>	797	740
<i>Business travel</i>	63	126
<i>Employee Commuting³</i>	94	94
<i>Sum Scope 3 Upstream</i>	10,435	10,296
<i>Use of sold products</i>	453,350	483,813
<i>Investments</i>	5,486	13,582
<i>Sum Scope 3 downstream</i>	458,836	497,395
Total Scope 3	469,271	507,691

¹ The extrapolation method for scope-1 and scope-2 emissions was adjusted in fiscal 2021 and hence fiscal 2020 values adapted. For further information, please refer to the chapter [REPORTING METHOD](#).

² We calculate our emissions from electricity consumption on the basis of the CO₂ emission factors of local sites according to the market-based approach.

³ Not part of supply chain emissions reduction.

Climate protection targets within the value chain

Siemens SBTi commitment

By joining the Science Based Targets Initiative, Siemens has pledged to reduce emissions from its own operations (Scope 1 and 2) by 50% by the year 2030 and its Scope 3 emissions (upstream and downstream) by 15% compared to 2019. These targets evince our commitment to make a contribution to limiting global warming to 1.5 degrees Celsius and keeping climate change in check.

By extending the “Carbon-Neutral 2030” program that was first launched in 2015, our new Science Based Target now applies to the entire value chain. Moreover, we have pledged to speed up the physical reduction of CO₂ emissions in our own business operations.

Thus, our former “Carbon Neutral 2030” program on the one hand has been subsumed into our Science Based Target and, on the other hand, will be continued under the title “Net Zero 2030” for our business operations as part of our DEGREE framework for sustainability. By committing to the Science Based Targets, we have pledged to reduce the CO₂ emissions from our own business operations by 50% from 2019 by the year 2030. We will then offset the remaining CO₂ emissions with high-quality CO₂ certificates to achieve our “Net Zero 2030” target. At Siemens (excluding SHS), the integration of CO₂ reduction into the Long-term Incentive components of management compensation strengthens the responsibility of our operating business units. We have also issued an internal guideline defining the first parameters for the subsequently necessary procurement of CO₂ certificates with an emphasis on high-quality CO₂ certificates meeting established standards and making a positive contribution to the achievement of the Sustainable Development Goals, including those that are not related to climate protection.

By joining the RE100, we have pledged to convert our electricity consumption completely to electricity from renewable sources by the year 2030 at the latest. Green power currently accounts for 78% of our power consumption.

As part of our commitment to EV100, we are striving to convert our motor vehicle fleet completely to electric vehicles by the year 2030.

Our membership in EP100 bolsters our commitment to only owning or leasing buildings with no net CO₂ emissions by the year 2030.

With regard to Scope 3 emissions, we are particularly focused on reducing emissions within our supply chain. Therefore, the goal of Siemens (excluding SHS) is to reduce our supply chain emissions by 20% by the year 2030 and eliminate them completely by the year 2050. These targets are likewise part of our DEGREE framework.

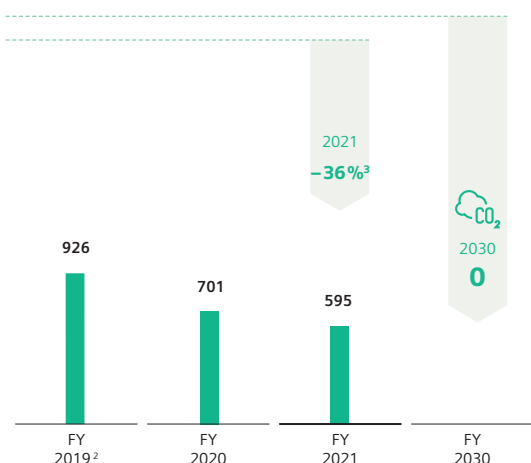
“Net Zero 2030”: Moving toward CO₂ neutrality

Siemens launched the global “CO₂-neutral” program aimed at its own business operations in September 2015. Under this program, we reduced the carbon footprint of our own operations by 54% between 2014 and 2020 (as reported last year, including Siemens Energy), thus achieving our intermediate target last year.

Compared to the fiscal 2020, we reduced our Scope 1 and Scope 2 emissions by 83 thousand metric tons of CO₂ or 12% in 2021. Scope 1 and 2 emissions decreased by 36% since fiscal 2019, contributing to our SBTi commitment. This reduction is due primarily to the continued implementation of our energy procurement policies, as well as a number of other measures and initiatives, which are briefly described in the following.

Emission reduction as part of the “Net Zero 2030” program

(in kt CO₂ for Siemens AG)¹



¹ As reported in respective fiscal year.

² As reported in FY 2020.

³ Compared to FY 2019.

Use of renewable energy

Even before we joined the RE100 Initiative, we worked continuously to increase the share of electricity consumption represented by electricity from renewable sources. Our goal is to use 100% green electricity by the year 2030 at the latest. In fiscal 2021, more than 78% of our company-wide purchased electricity consisted of electricity from renewable sources. Thus, we reduced emissions by a total of 518 thousand metric tons of CO₂ per year compared to the average electricity mix.

Due to regulatory restrictions in countries such as Indonesia, Peru, and Ecuador, the complete conversion to green electricity is not yet possible at this time. Through our membership in RE100, we are attempting to have these regulations amended to make this conversion possible.

In purchasing green electricity, we follow the purchasing guidelines of the WWF’s “Next Generation Green Electricity” initiative.

Siemens and Stadtwerke München (SWM), Munich’s municipal utilities company, have entered into a power purchase agreement (PPA) for electricity derived from wind power: As of January 1, 2021, the new Siemens campus in Erlangen derives the majority of the green energy it requires from wind farms, which will lose access to subsidies under the German Renewable Energy Act (EEG) starting in 2021.

The use of biogas is another component of our decarbonization strategy. By using biogas, we have been able to reduce our annual emissions by 22.5 thousand metric tons of CO₂ compared to the use of conventional natural gas.

Reduction of motor vehicle fleet emissions

We are working to reduce the emissions from our motor vehicle fleet, which comprises approximately 43,000 vehicles, and are striving to electrify it completely by the year 2030 as part of our EV100 commitment. These emissions totaled approximately 194 thousand metric tons of CO₂ in fiscal 2021.

By issuing a new motor vehicle fleet guideline and expanding our charging infrastructure to currently 1,472 charging points, we have increased the number of exclusively electric vehicles to 656 and the number of hybrid vehicles to 2,719. Thus, currently around 8% of our vehicles are pure electric vehicles or at least hybrid vehicles. We are striving to increase this proportion substantially in the coming years on the way to fulfilling our EV100 pledge.

Another component of our strategy to reduce fleet emissions is the introduction of a flexible company car model with battery-electric and hybrid vehicles for senior managers. With the aid of an app, senior managers can switch their company car at any time, change it to suit their needs, or even temporarily suspend the use of their company car entirely.

Reduction of building emissions

With regard to building emissions, we want to own or lease only buildings with no net CO₂ emissions by the year 2030 as part of our EP100 pledge. We intend to achieve this goal by means of various measures such as building new CO₂-neutral buildings, modernizing existing buildings, and leasing office space with the lowest possible emissions. When all other measures have been exhausted, we will purchase high-quality CO₂ certificates to offset the remaining emissions. Currently, 32 Siemens locations have no net CO₂ emissions during regular operations.

We have issued a new guideline defining principles for the CO₂-neutral operation of new buildings and setting maximum permissible emissions in the supply chain and construction activities.

In 2021, the Nuremberg Chamber of Industry and Commerce for Middle Franconia awarded its "Sustainable Business Parks and Commercial Buildings" award to the Siemens Erlangen Campus. It was the only project in Erlangen and only one of three in the region to receive this award, by which the CIC's expert jury recognized the campus's "holistic sustainability concept with extensive employee offerings and mobility concept, as well as the hybrid wood design." In particular, the space-efficient design and greening of facades and roofs on the campus grounds were singled out for recognition.

The headquarters of Siemens Smart Infrastructure in Zug (Switzerland) has been under renovation since May 2021 with the goal of converting it to a CO₂-neutral site by the year 2023. Investments of approx. €63 million are planned to achieve this goal.

Siemens Mobility Austria has installed a 500-kWp photovoltaics plant at its Vienna-Simmering location, which will generate enough electricity to power 110 households or 240 electric cars for a full year.

Under our New Normal Working Model, we permanently allow employees to work remotely for two to three days per week whenever possible. This new policy will reduce emissions from the use of our buildings and from daily commutes, while increasing the emissions generated by people working from home. We calculate the total emissions generated in Category 3.7 "Employee Commuting" as 94 thousand metric tons of CO₂ and the emissions caused by working from home as 22 thousand metric tons of CO₂ (use of IT equipment).

Use of an internal CO₂ price

In the United Kingdom and Brazil, we currently use an internal CO₂ price to manage our decarbonization activities. In the United Kingdom, we charged a price of GBP 31 per metric ton of CO₂, using a methodology based on the recommendations of the “High-Level Commission on Carbon Pricing.” Most of the proceeds were employed to support decarbonization activities in the area of heating systems, including the installation of a heat pump to replace a gas-fired boiler at our factory in Hebburn. In fiscal 2022, the price will rise to GBP 40 per metric ton in order to support the electrification of the motor vehicle fleet. In Brazil, USD 40 per metric ton of CO₂ is charged and the proceeds are used to finance decarbonization measures.

Upstream emissions

Our upstream emissions are approximately 10.4 million metric tons of CO₂ equivalents (million metric tons CO₂e) and are therefore considerably higher than the emissions in our own business operations. This is due to the fact that the operations in our supply chain are usually more energy-intensive than our own, primarily because they process raw materials. In our supply chain, as part of our upstream emissions, we have set the goal for Siemens (excluding SHS) of reducing the CO₂ emissions generated in our supply chain by 20% from 2020 by the year 2030 and in the long term of having a CO₂-neutral supply chain by 2050. A detailed description of our efforts to this end is provided in the chapter Supply Chain. [➤ SUPPLY CHAIN.](#)

CO₂ emissions arising in the use phase of our products

We offer our customers highly efficient and long-lived products that fulfill their function for a long period of time and are especially dependent on electricity for their operation due to our strategic focus on electrification, automation, and digitalization.

Therefore, emissions from the use phase of our products will continuously decrease over time due to new product generations as well as the continuous conversion to renewable energy in the users' markets.

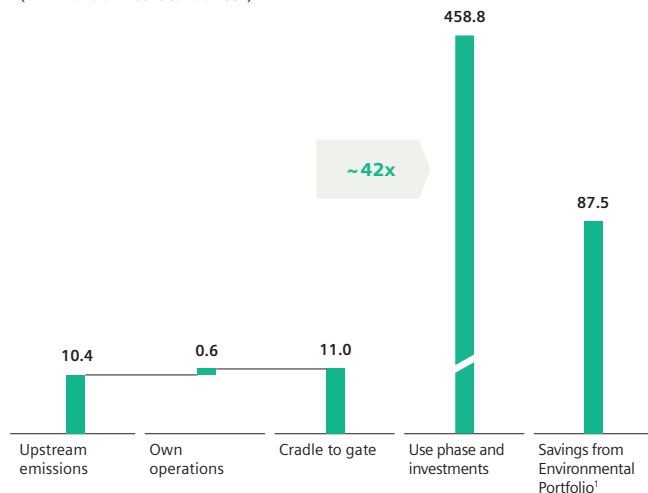
The use of our products sold in fiscal 2021 will cause emissions of 453.4 million metric tons of CO₂ in the operations of our customers during their anticipated useful lives, mainly due to the electricity consumed and the long service lives, given that the emissions to be generated over the entire assumed useful life must be reported in the year of sale according to the Greenhouse Gas Protocol. We calculate these emissions by application of the global power mix emissions factor of the International Energy Agency (IEA). As part of our Science Based Targets, we have pledged to reduce the Scope 3 emissions generated during the use phase of our products (Scope 3.11 “Use Phase Emissions”) by 15% from 2019 by the year 2030.

Our electric motors, which are highly efficient and have very long useful lives, are the main source of emissions in the use phase.

The use of trains powered by green hydrogen instead of diesel is one example for the reduction of emissions in the use phase of our products. In the joint funding project “H2goesRail,” the German national railway operator Deutsche Bahn and Siemens plan to deploy a train that can be powered by hydrogen (Mireo Plus H) in the Tübingen region in 2024, which will save approx. 330 metric tons of CO₂ per year when green hydrogen is used.

In manufacturing operations, the use of “SIMATIC Energy Manager” helps our customers visualize their energy consumption, assess potential energy efficiency savings, and compare key performance indicators across production facilities and factories. As a result, both energy costs and CO₂ emissions can be reduced.

4.1 Climate action

Emissions from the value chain and savings
by the Environmental Portfolio(in millions of metric tons of CO₂)

1 Total annual savings of products installed since 2002 by our customers and still in use in fiscal 2021.

Siemens Environmental Portfolio for
climate-conscious product use

Our Environmental Portfolio is our biggest contribution to mitigating climate change. It comprises products, systems, solutions, and services (Environmental Portfolio elements) that meet one of the selection criteria defined 15 years ago when we began to collect data on the Environmental Portfolio, such as energy efficiency above a defined threshold value and the use of energy from renewable sources.

Due to portfolio changes in the direction of electrification, automation, and digitalization, not all portfolio elements that make a positive contribution to decarbonization, such as our digitalization portfolio and our energy-efficient electric motors, meet the currently applied selection criteria for the Environmental Portfolio. We are also preparing for the introduction of the EU Taxonomy, which will prescribe a new classification system for sustainable business activities. We therefore plan to revise our Environmental Portfolio in the coming fiscal year to reflect these changed framework conditions. The savings are calculated by comparison with reference solutions known as baselines. The Environmental

Portfolio elements mitigate adverse environmental impacts and reduce emissions of CO₂ and other greenhouse gases that are mainly responsible for climate change (CO₂ emissions).

The Environmental Portfolio technologies of Siemens that make the biggest contribution to the overall reduction of our customers' CO₂ emissions are components for smart and distributed power grids, frequency converters, rail transportation of passengers and goods, and building technology.

The revenues generated on the Siemens Environmental Portfolio amounted to €19.1 billion in the past fiscal year. Thus, our Environmental Portfolio accounted for 31% of our total revenues. In addition, our newly installed Environmental Portfolio elements helped our customers reduce their CO₂ emissions by another 8.4 million metric tons in fiscal 2021. Including all the Environmental Portfolio elements in use by our customers, we helped our customers reduce their CO₂ emissions by 87.5 million metric tons in fiscal 2021. CO₂ emission reduction at our customers therefore increased compared to the portfolio-adjusted value of 80.4 million metric tons in fiscal 2020.

Results of the Environmental Portfolio

Fiscal 2021



Revenue generated with
the Siemens Environmental
Portfolio (continuing opera-
tions, in € billion)

19.1



Greenhouse gas reductions in
the reporting year at our
customers through elements of
the Environmental Portfolio
newly installed in the reporting
year (continuing operations, in
millions of metric tons)

8.4



Greenhouse gas reductions in
the reporting year through
Environmental Portfolio
products in operation at our
customers' sites (continuing
operations, in millions of
metric tons)

87.5

Just as a declining emissions factor for global power generation will reduce our customers' emissions (Scope 3.11 "Use Phase Emissions") as a result of the rising share of renewable energy, it will also lead to lower reductions of our customers' CO₂ emissions even with comparable increases in energy efficiency.

More detailed information on our Environmental Portfolio reporting principles is presented in the Annex.

Investment-related emissions

The financing solutions provided by Siemens Financial Services (SFS) enable infrastructure projects and technology that make a significant contribution to decarbonization. Specifically, SFS provides equity and debt financing solutions to support projects with a total installed capacity of more than 25,000 MW of wind energy, 12,000 MW of solar energy, and 480 MW of other renewable energy production (including battery storage) throughout the world.

To the extent that SFS committed to finance fossil fuel generation projects in the past fiscal year, the SFS financing contributions correspond to total emissions of approx. 5.5 million metric tons of CO₂ over the term of the projects (Scope 3.15 "Investments").

Shaping climate policy frameworks

Beyond its own measures and activities, Siemens participates in committees and associations where it advocates further changes in the climate policy frameworks to support the following aspects:

- Using energy as efficiently as possible, advancing electrification, and increasing the share of energy from renewable sources,
- Accelerating the decarbonization of all sectors by means of sector coupling, among other measures,
- Redesigning energy markets to ensure adequate investments in sustainable, secure, and efficient energy systems,
- Accelerating the integration of highly flexible technologies such as energy storage batteries, in order to integrate renewable energy while also assuring system stability,
- Implementing a CO₂ price in order to integrate the actual costs associated with CO₂ emissions into business decisions. It should be high enough to set in motion a shift to low-carbon technologies in line with the pledges made in the Paris Agreement (COP21).

4.2

Conserving resources



- **Recorded baseline values for the new Eco Efficiency @ Siemens environmental program and the DEGREE framework**
- **Equal treatment of primary and secondary energy in future calculation of energy efficiency**
- **Introduction of new waste categories such as materially recycled waste and landfill waste to support the improvement of the circular economy**

The “R” for Resource Efficiency indicates that an environmentally conscious use of limited resources is an integral part of the Siemens DEGREE framework. And the Efficient Own Operations category of the Eco Efficiency @ Siemens environmental program also situates dematerialization and the circular economy within the operational context of improving resource conservation. The focus here is on improving energy efficiency and reducing the environmental impact of our waste.

Decarbonization and dematerialization necessitate using electricity from renewable sources, because extracting energy from fossil sources inevitably also means consuming finite resources and generating environmentally harmful emissions. In this regard, exactly what the energy is used for is not a critical concern. For that reason, we no longer distinguish between electricity and heat – we consider both forms of energy together when it comes to improving efficiency. And since supplying all our locations’ energy needs from renewable sources will also have implications for biodiversity and resource consumption, we’ve set ourselves the goal of improving the energy efficiency of our production sites and offices 10% from the fiscal 2021 figure by 2030.

Siemens groups its principal strategies, targets, and measures for conserving resources and promoting a circular economy under the letter “R” for “Resource Efficiency” in its DEGREE sustainability framework. That also includes the ambition of reducing landfill waste from operations 50% from the 2021 figure by 2025 and staying on track to reduce landfill waste quantities further by 2030. We also want to increase the percentage of waste that can be recovered or recycled by 2030, and to encourage waste avoidance in the disposal of production machinery. We are also working to increase our waste efficiency even further. These targets are defined for Siemens excluding SHS.

Alongside the goals of the Eco Efficiency @ Siemens program, we are actively pursuing resource conservation in other areas as well: Further important areas of environmental protection at Siemens AG include recognizing and mitigating water risks, reducing emissions of volatile organic compounds (VOCs), and improving biodiversity.

Efficiently managing global protection of the environment and resources

The global goals of the Eco Efficiency @ Siemens program are converted to local targets and measures with the aid of environmental and energy management system. All our sites have an environmental management system in place. At least 185 of our locations, 180 of which have been audited by external auditors, now have environmental management systems that comply with ISO 14001. Another 27 Siemens locations have implemented energy management systems compliant with ISO 50001.

To meet our responsibility to the environment, we not only look at our own areas of action, but also assess energy efficiency and waste reduction in the supply chain for energy-intensive products.

We take a holistic approach to air pollution by analyzing our emissions locally at our office and production sites, and also emissions of volatile organic compounds (VOCs) and ozone-depleting substances (ODSs) at our most important sites. Our internal environmental standard has now implemented these principles on a binding basis; some of the terms go above and beyond the requirements of local law. For all our sites that have significant energy consumption, we have explored the possibility of local power generation to improve energy efficiency.

Water is one of humanity's most important resources. So for some years now, our company has been analyzing water scarcity, water pollution, climate change, and the evolution of flooding and precipitation patterns at our sites, and we include the results in our business decisions, such as when choosing a site or adopting precautionary measures.

Determining base values for the Eco Efficiency @ Siemens program in fiscal 2021

Following the successful conclusion of the Serve the Environment program, fiscal 2021 represents the base year for the new Eco Efficiency @ Siemens program for Siemens without SHS. The sum of primary and secondary energy represents the base figure for calculating future energy efficiency. The landfill waste from fiscal 2021 will set the base figure for assessing our reduction of this waste in the coming years.

Energy use reduced

The use of primary energy decreased 3 % in fiscal 2021. Consumption of natural gas and liquid petroleum gas also decreased from the previous year; the reduction here was also 3 %. Heating needs, on the other hand, rose 22 %. Only small amounts of other fossil fuels were consumed. Our electricity consumption decreased again slightly and is now 5,329 million gigajoules. In all, this yields a reduction of 7 % in secondary energy.

To determine energy consumption by our company vehicles, we calculated the consumption of all cars used by employees and for services, as well as our trucks. In fiscal 2021 the company fleet consumed about 2.66 million gigajoules in fuel. The figure from the previous year was 2.53 million gigajoules. The increase of 5 % can be traced back to the resumption of business travel as a consequence of the COVID-19 pandemic.

Total energy consumption of Siemens without SHS in fiscal 2021 came to 7,373 million gigajoules. This consumption will provide the basis for calculating the energy efficiency of the Eco Efficiency @ Siemens program.

Emissions of air pollutants

In addition to the greenhouse gas emissions addressed in the chapter on climate protection, Siemens also gathers data on other emissions that result from our business activities and that are of great significance for environmental protection. These "volatile organic compounds" are used as solvents in paints and adhesives, and for impregnation and surface cleaning processes. They are precursors of ground-level ozone, and thus contribute to what is known as "summer smog." Siemens also monitors the use of substances that can potentially harm the ozone layer, to ensure compliance with the international Montreal Protocol on Substances that Deplete the Ozone Layer, as well as various national laws.

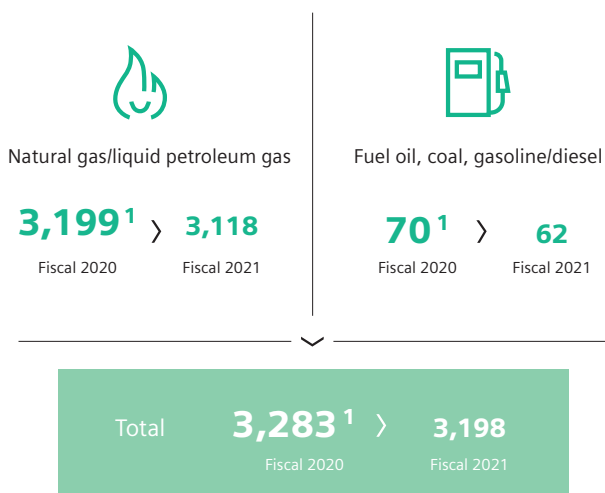
We reduced our emissions of volatile organic compounds by another 31 % from the previous year, to 253 metric tons. This decline can be almost exclusively attributed to the sale of gear manufacturer Flender. Total emissions of ozone-depleting substances decreased by 0.05 metric tons of R11 equivalent and now come to 0.03 (R11 is one of the many substances that produce ODSs).

We determined the quantity of nitrogen oxides in our relevant thermal processes with the aid of computational procedures, assuming typical

4.2 Conserving resources

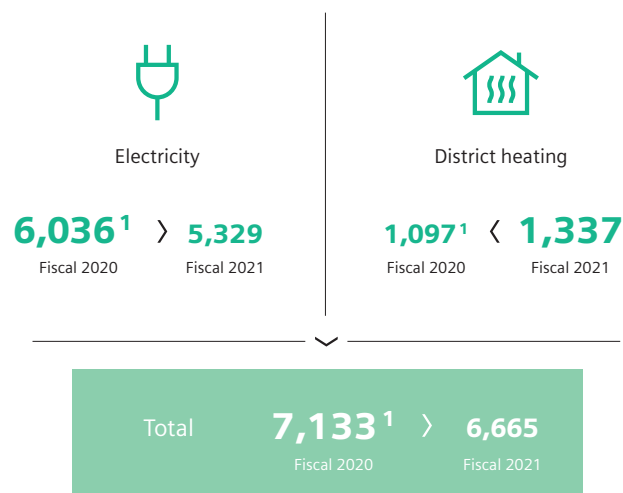
Primary energy

(1,000 gigajoules)



Secondary energy

(1,000 gigajoules)



¹ The extrapolation method was adjusted in fiscal year 2021 and hence fiscal 2020 values adapted. For further information, please refer to the chapter [REPORTING METHOD](#).

Atmospheric pollutant emissions

(in metric tons)	Fiscal year	
	2021	2020
Volatile organic compounds	253	368
Ozone-depleting substances in metric tons of R11 equivalent ¹	0.030	0.085

¹ The R11 equivalent is a measure of ozone depletion potential.

further subdivided into groups of waste for recycling, thermal recovery, landfill, and other disposal. These new categories have been implemented for Siemens, excluding SHS. Waste flows from construction or demolition work are reported separately because these types of waste come about independently from production.

combustion conditions. For fiscal 2021 this yielded a figure of 93 metric tons for our environmentally relevant sites, compared to 94 metric tons the year before. This figure includes nitrogen oxides that are released in burning the fuels listed under primary energy.

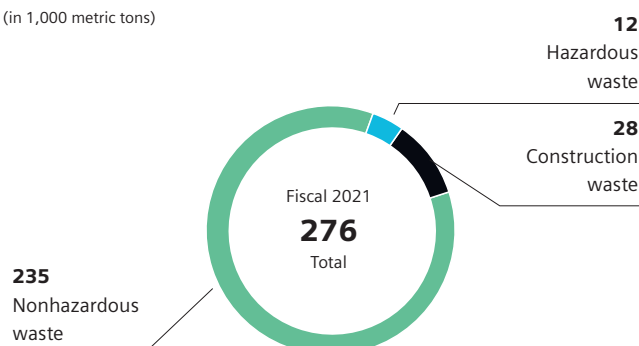
Efficient waste management

The environmental relevance of waste depends on the type of waste and the method used for its disposal. We distinguish between hazardous and non-hazardous waste, and between construction and demolition waste. We modified these waste categories this fiscal year. We can now distinguish thermal recovery from material recycling. The groups of hazardous and nonhazardous waste are each

Waste

Waste

(in 1,000 metric tons)



4.2 Conserving resources

Year-on-year, nonhazardous waste decreased by 9%. The volume of hazardous waste decreased by 36% compared to the previous year. In both cases this decline can be almost exclusively attributed to the sale of gear manufacturer Flender. Construction waste decreased 76% over the same period. The sharp decrease in construction waste is mainly the consequence of the partial completion of the Siemens Erlangen Campus. In all, total waste was reduced 31% from fiscal 2020.

The quantity of landfill waste in waste for disposal came to 7 kt in fiscal 2021 for Siemens without SHS. This is the base value for our ambition under DEGREE and Eco Efficiency @ Siemens of reducing our landfill waste 50% from the current fiscal year's figure by 2025.

Recycling and recovery

Recycling and Recovery

(in %)



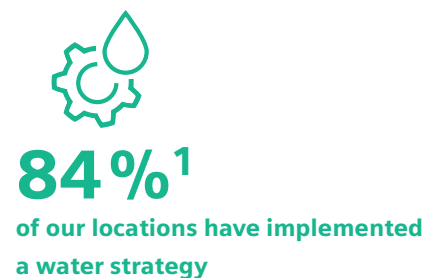
¹ Excluding construction waste.

The amount of materials recycled from waste as a percentage of total waste came to 83% for Siemens without SHS. All figures exclude construction waste. We plan to increase the percentage of recycled waste in the years to come. The quantity of recycled waste from fiscal 2021 will provide the base figure for this purpose.

The rate of recycling and thermal recovery remained almost unchanged, and is now 92%.

Water risk analysis

The aim of our water strategy is to minimize the adverse local effects of our water consumption and use. Here we take account of such factors as water scarcity, water pollution, flooding, and the consequences of climate change. For the purpose, we analyzed our environmentally relevant locations using the Aqueduct Water Risk Atlas from the World Resources Institute (WRI). With the aid of additional internal analytical systems, Siemens assesses the risks that result on the local level from our sites' activities and sets them in relation to regional water risks. Locations found to have a high risk in this assessment must set targets to reduce it. In fiscal 2021, 84% of our locations had implemented this water strategy. The data shown do not include SHS. The percentage decreased from fiscal 2020 because additional locations were included in our environmental reporting. As part of our regular review of all water risk assessments, the water risk analyses for these newly included sites will be performed in the coming fiscal year, and the Siemens water strategy will be put into action there.



Our total water consumption decreased 2% from the previous year and is now 15.05 million m³. The largest share of our water consumption is for cooling processes. These processes leave the water's chemical quality largely unchanged, so that the water can be returned directly to the receiving water body or groundwater.

¹ Without Siemens Healthineers

4.2 Conserving resources

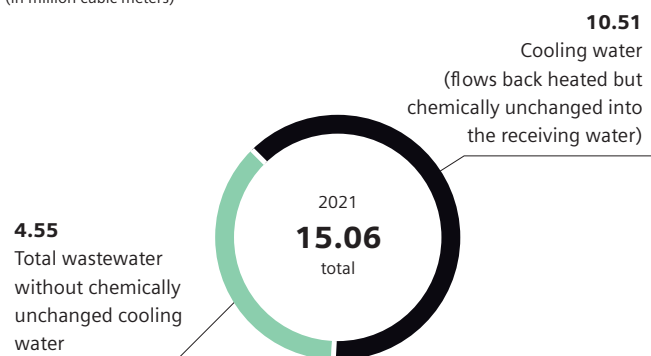
The total volume of wastewater, excluding chemically unchanged cooling water, came to 4.6 million m³ in fiscal 2021. This is equivalent to a decrease of 9.6% from fiscal 2020. Most of the wastewater, excluding chemically unchanged cooling water, is sewage. The reduction in sewage wastewater can be partially attributed to the sale of gear manufacturer Flender. Additionally, the sale caused a substantial reduction of cooling water discharged as wastewater.

Water withdrawal

(in million cubic meters)	Fiscal year	
	2021	2020
Other water withdrawal	4.54	5.07
Cooling water (flows heated, but chemically unchanged back into the receiving water system)	10.51	10.26
Total	15.05	15.33

Wastewater

(in million cubic meters)



Initiatives for greater biodiversity

Biodiversity is the variability among all living organisms from all sources and all the ecological complexes of which they form a part. When biodiversity declines, ecosystems and their benefits are threatened, which poses a threat to society's well-being and has an adverse impact on human health. Biodiversity is an important aspect of Siemens' environmental management, and many locations are pursuing measures to promote biodiversity. To further raise awareness of aspects of biodiversity, in the past fiscal year experts prepared several video presentations for our people, our people prepared and distributed internal informational materials for Biodiversity and Environment Day, our people were encouraged to take action on their own, and a corporate biodiversity site was set up on the intranet. The new site includes information and contacts for local initiatives, shown on a virtual map. The initiatives have given rise to a great many activities, such as setting up nest boxes for wild bees, planting insect-friendly meadows, supporting birds' nesting, planting and preserving forests, and preserving existing biodiversity in planning and carrying out construction work, as we have done for instance at our new campus in Erlangen.

Incidents relevant to the environment, and fines

Siemens uses a worldwide reporting system to document environmental incidents. In fiscal 2021 we recorded 14 minor incidents: These involved spills of dye, diesel, hydraulic oils, or resins. Furthermore, 5 losses of coolants were reported and a minor fine.

For more information about the methods used, environmental reporting, and environmental data collection, see the chapter [REPORTING METHOD](#).

4.3

Product stewardship



- **Robust Eco Design to increase resource efficiency throughout the life cycle**
- **Extensive revision of the Siemens Standard for the environmentally friendly design of products and solutions**
- **Clear commitment to material efficiency by increasing the proportion of secondary raw materials, reducing substances of very high concern, and paying attention to recyclability in product design**

Environmentally friendly product design on the basis of established standards

The rising expectations of society for corporate environmental responsibility have led to stricter legislation, but also increasing demands on the part of our customers and investors. This trend has also increased the strategic importance of eco design, meaning the consideration of environmental aspects in the design of products, services, and solutions throughout the life cycle.



We focus on resource efficiency over a product's entire life cycle

The environmental impacts of products, services, and solutions are largely decided already in the specification of design requirements. Fundamental eco design approaches at Siemens include increased resource efficiency and decarbonization in production, increased productivity and efficiency during use, and product construction designed to improve recyclability. In accordance with the international standard IEC 62430, Siemens enforces its own global environmental standard, which comprises binding

specifications for the environmentally friendly design of the products and solutions of its business units. The implementation of this standard is the responsibility of the heads of the operating business units and is an integral part of the annual environmental review according to ISO 14001.

In the development of our eco design approach, we focus mainly on increasing the resource productivity of our solutions in the applications of our customers by striving for the optimal interaction of products and services throughout the life cycle. We currently see increasing the efficiency of manufacturing and infrastructure solutions as the most effective lever for reducing environmental impacts. Other strategic aspects of our environmentally friendly product design relate to the specification of requirements for the production and material composition of products and solutions aimed at improving recyclability in order to continuously optimize material efficiency over the entire product life cycle.

This approach is embedded in our new Siemens DEGREE framework as "R" for Resource Efficiency. Accordingly, we strive to refine our eco design approach by intensifying the use of life-cycle assessments and environmental product declarations, and by paying greater attention to service and recycling aspects in designing our products. Our ambition is to apply the extended "Robust Eco Design" approach to all products, services, and solutions by the year 2030 in order to increase the number of life-cycle assessments and environmental product declarations, raise the proportion of secondary materials, and improve recyclability. Siemens therefore also espouses the European Green Deal, the goal of which is to transition to a modern, resource-efficient, and competitive economy. The European Commission presented an action plan for the circular

economy in March 2020. This document shows how products can be designed more sustainably, supports circular economy processes and sustainable consumer behavior, and also aims to prevent waste and keep resources in circulation for as long as possible by means of recycling. The EU has enacted a ban on disposable plastic products with the goal of reducing waste quantities in the medium-term future. As of July 2021, the law prohibits the production of certain disposable plastic products in the EU. These issues have now been taken up by Siemens and are being addressed in a dedicated Green Deal project.

Exercising product stewardship with DEGREE and the environmental program Eco Efficiency @ Siemens

Toward the goal of product stewardship as it relates to environmental protection, the comprehensive environmental program Eco Efficiency @ Siemens sets particular priorities in the categories of “Robust Eco-Design” and “Clean Supply Chain.”

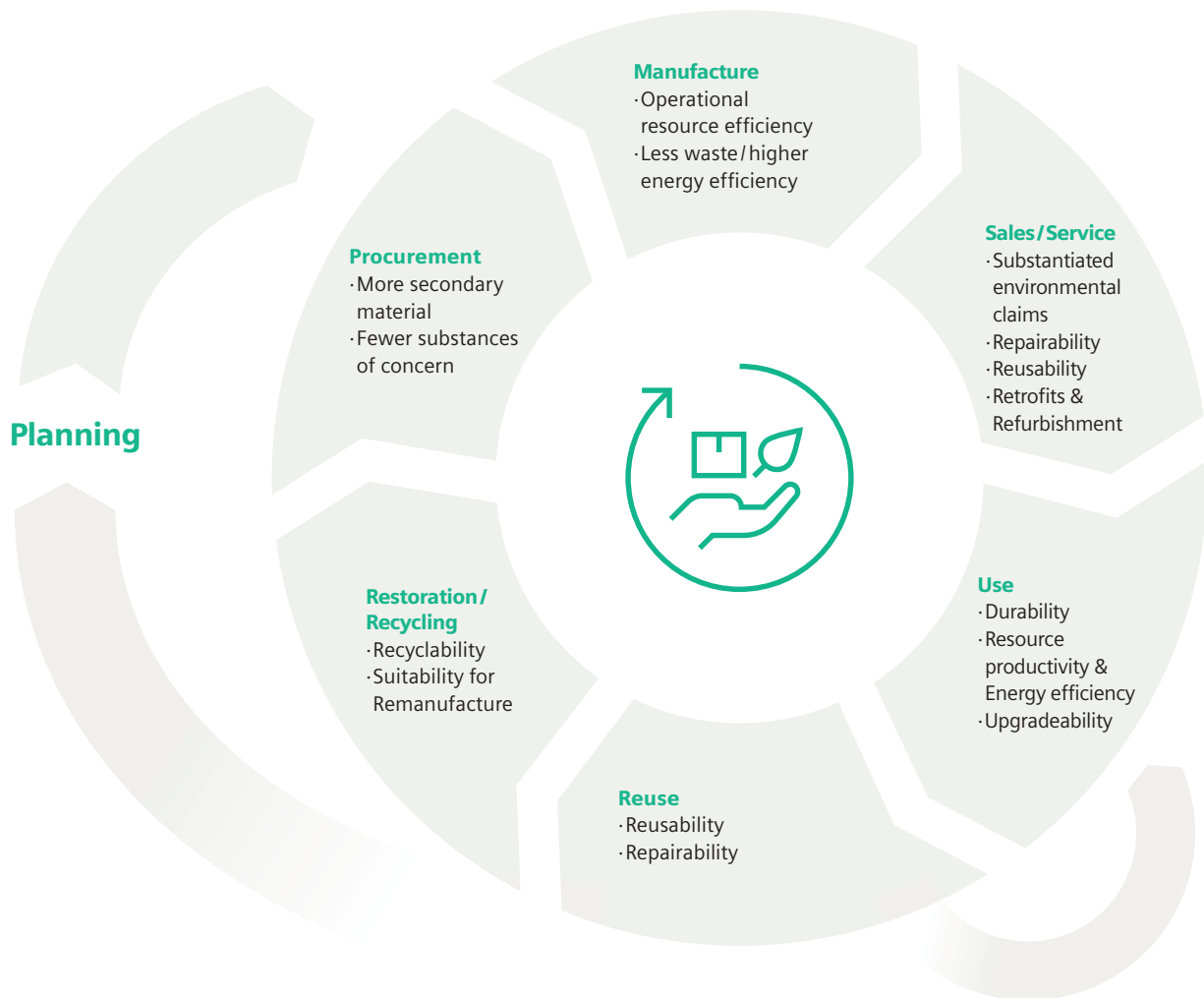
The principal idea behind “Robust Eco Design” is to assess and improve the environmental impacts of our products, solutions, and services on a sound, comprehensive basis. To this end, the following criteria are applied systematically:

- Use perspective: In portfolio and product life-cycle management, the environmental performance of relevant product families is assessed from the perspective of use, the market, and customers by incorporating questions regarding environmental requirements for homogeneous product families into customer surveys, among other steps.
- Solid foundation: The quantitative assessment of the environmental impacts of relevant product families is applied as the basis for eco design characteristics and environmental product declarations.
- Materials reduction: The principles of materials reduction such as attention to repairability, reusability, and recyclability are reflected in the requirement specifications.

When a product, service, or solution meets all the criteria, it is deemed to fulfill the principles of “Robust Eco Design” (RED), meaning a design that fulfills both business and environmental requirements. To this end, products are assigned to technically homogeneous product families in the business units and checked against the RED criteria. A given homogeneous product family could meet the criteria in full or in part or not at all. If a criterion is completely fulfilled, all revenue generated on the product is attributed to fulfillment; if it is only partially fulfilled, only 25 % of revenue is classified as such; if it is not fulfilled at all, the corresponding revenue is disregarded. Based on the degrees of fulfillment of the individual RED criteria, the average value is applied as the RED implementation degree of the given product family. The revenue share of the RED-conformant portfolio is then calculated by multiplying the RED implementation degree by the revenues of the given product families. The implementation degree KPI for “Robust Eco Design” is calculated as the ratio of the total RED-conformant revenue shares to the total revenues of the relevant product families. Our goal is to embed “Robust Eco Design” in the life-cycle management processes for all relevant product families by the year 2030, with a current focus on tangible products such as hardware, for example. In 2021, the share of revenues generated on relevant product families that meet the criteria of “Robust Eco Design” was 55 % and the “Robust Eco Design” (without SHS revenues and internal services such as real estate) implementation degree was 26 %.

The “solid foundation” criterion of the “Robust Eco Design” approach also goes beyond the previous requirements for life-cycle assessments and environmental product declarations insofar as the fulfillment of this criterion now also requires application at the level of product families. For the current orientation of the “Robust Eco Design” approach, coverage by full-scale life cycle assessments (for purposes of “solid foundation”) and environmental product declarations (as environmental statements) play a role at the product family level and form part of the RED KPI.

Eco Efficiency @ Siemens Robust Eco Design approach



Another essential aspect of the “Responsible Product Development” program category is systematic surveys of customers to determine their challenges and the environmental protection requirements of their applications. To this end, questions on this subject will be added to the customer satisfaction surveys by the year 2030 in order to develop innovative solutions to help reduce adverse environmental impacts in the future.

The tasks in the program category of “Clean Supply Chain” are directly derived from the “material reduction” criterion of the “Robust Eco Design” approach. Our goals are to increase the proportion of secondary materials for metals and plastics and

reduce the share of our revenues generated on products that contain substances of very high concern for environment and health by the year 2030. With regard to secondary materials, we focus on suppliers of raw materials and semi-finished products made of metal and plastic who can be directly influenced by way of appropriate specifications.

For metals with a main mass consisting almost entirely of iron, copper, and aluminum, we calculated a proportion of 38% in the past fiscal year. This proportion is calculated as the weighted average of the shares of secondary materials in the three above-mentioned metals on the basis of regional or global average values derived from the literature. For

4.3 Product stewardship

plastics, the proportion of secondary materials is less than 1 % because suitable recycling chains have not yet been fully established for technical plastics. Moreover, the corresponding product specifications and standards have been upgraded.

Another essential aspect of a “Clean Supply Chain” is the reduction of substances of very high concern, such as declarable substances, which will be explained in greater depth in the next section. All targets mentioned above must be achieved in order to decisively improve resource efficiency and reduce environmental impacts. We are working on this goal together with our business partners.

In addition, internal IT methods and processes have been continuously adjusted with the goal of taking a more proactive and safe approach to the use of materials and substances and in order to more efficiently fulfill the declaration requirements such as those of the EU SCIP database and IEC 62474.

Currently, up to 67 % of our sales (without sales of SHS) are still achieved with products that contain substances or substance groups listed among the regulated substances according to IEC 62474. This transparency enables us to take continuous action to initiate their replacement, whenever this is technically possible and reasonable.

Examples of solutions to increase resource efficiency at Siemens

SIHARBOR
port

Digital industries (DI) / Large Drives Applications (LDA) provide a solution for energy supply for ships at ports to improve air and noise pollution

Siveillance
Access Mobile
access solutions

Smart Infrastructure (SI) develops digital key software as a service solution to support its customers in becoming more resource efficient

MindSphere
IoT Platform
energy
management

DI solutions make customers assess and improve their energy consumption

Easy Sparo-
vation Part
Rail spare
parts

Additive manufacturing of spare parts improves material efficiency and product weight, implements, circularity, reduces CO₂ footprints.

Risk-conscious handling of declarable substances

Another essential aspect of product stewardship is the responsible handling of problematic and potentially harmful substances, such as those regulated by the EU REACH Regulation. Under the earlier “Product Eco Excellence” (PrEE) program, we established important foundations for the digital, automated, and therefore efficient data processing of the corresponding substance data by fiscal 2020. For example, the level of usage of the industrial substances data platform known as BOMcheck by our suppliers has been increased as part of the PrEE

“reThink:Plastic@Siemens”

In view of the greatly increased use of plastics in a wide range of applications, Siemens has decided to address this issue with a strategic initiative known as “reThink:Plastic@Siemens” in order to make a contribution to the responsible, sustainable use of plastics as part of the company’s commitment to product stewardship. In the analysis conducted under this initiative, we found that plastics are being used more and more for technical and economic reasons, but they also offer ecological advantages compared to other materials in most cases. A detailed analysis of the plastics used by Siemens generally shows that

4.3 Product stewardship

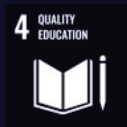
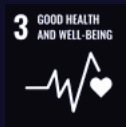
a distinction must be made between the use of technical plastics in products with average life cycles of 10 to 30 years and the use of basically disposable plastics used in packaging, for example. The use of plastics in packaging was analyzed in detail and confirmed in fiscal 2021. It was shown that plastics used in transport usually generate lower environmental impacts such as CO₂ emissions, for example, due to the lower weight of such plastics compared to other materials. The results of this analysis were also incorporated into the Siemens Environmental Standard and will now additionally be tracked in a software in order to provide even more effective support to the environmentally friendly design of packaging.

As part of the “Robust Eco Design” approach, the company strives to increase the proportion of secondary raw materials in the technical plastics used in the company's products.

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Social

Contribution to people and society



Equity

foster diversity, inclusion, and community development to create a sense of belonging

Our key ambitions:

- 30 % female share in Top Management by 2025
- Access to employee share plans: maintain high level and expand globally to 100 %¹
- Global commitment to the New Normal Working Model²

Additional topics:

- Support for our people through attractive employer benefits and offers
- High appreciation for diversity through “Diversity Charter”
- Social engagement with three strategic priorities

¹ Where legally possible and reasonable.

² For employees with job profiles that make this possible and reasonable.

³ LTIFR: Lost Time Injury Frequency Rate (of Siemens employees and temporary workers) baseline FY 2020.

Employability

enable our people to stay resilient and relevant in a permanently changing environment

Our key ambitions:

- Double digital learning hours by 2025
- Access to employee assistance program: maintain high level and expand globally to 100 % by 2025
- 30 % improvement in Siemens’ globally aggregated LTIFR³ by 2025

Additional topics:

- “MyGrowth” program for the development of a company-wide growth mentality qualified
- Wide range of opportunities for career entry and qualification
- Healthy and Safe @ Siemens program introduced

5.1

Working at Siemens



- Global values and global corporate culture
- 303,000¹ employees worldwide
- Supporting our people by offering attractive benefits

The COVID-19 pandemic showed us that companies may suddenly and unexpectedly be faced with significant new challenges, which at the same time may sharply accelerate the digitalization process. Hybrid workplaces, questions of work-life balance, and the need to work with partners and across different ecosystems will all become more and more important. To deal effectively with this transformation, we aim to build a corporate culture at Siemens that can take change for granted.

We rely on gifted people and a growth mindset

Finding solutions for these challenges is what inspires our aim to [#TransformTheEveryday](#), and is the key to our company's sustainable success. To achieve that goal, Siemens is concentrating on its four strategic priorities, two of which are especially important for human resources (HR): [empowered people](#) and a [growth mindset](#). This focus on people highlights the fact that our company's future success is closely intertwined with the success of our people.

We are in the midst of a cultural change at Siemens in which we want to empower all our people to ask questions, take risks, and do what they think will be

best to help our company and our customers. An integration-minded, empowering management approach and corporate culture will play a crucial role in achieving continuous transformation. These factors will provide guidance, and should build a strong sense of belonging, along with a safe environment. To manage the challenges that transformation presents, a growth mindset is essential. That includes maintaining a lively curiosity, staying resilient, experimenting and adapting. We want to support our people in remaining resilient as people and relevant as skilled workers. That calls for developing generic capabilities, accepting change, and learning how to learn, as well as keeping our skills continuously developing.

We've combined all this in our HR aspiration: to advance an integrative, enabling culture for the upcoming transformation that ensures lasting business success and long-term employability for our people. We constantly invest in all levels of training for our workforce, support their willingness to experiment and learn, and help them develop a personal growth mindset.

DEGREE is linked to our HR goals

We have adopted ambitious goals with our DEGREE sustainability framework. The three "E" in DEGREE – Ethics, Equity and Employability – are the fields with the highest priority for the Siemens HR system.

[➤ SIEMENS AT A GLANCE](#)

¹ All employee figures in this chapter refer to the headcount and includes Varian.

Promoting a culture of trust in the real and digital worlds

Our values and ethical standards for doing business are anchored in our Business Conduct Guidelines (BCGs). Our BCGs define the basic principles and rules for our conduct both inside and outside the company, and are binding for all our employees, managers, and top management alike, worldwide.

➤ COMPLIANCE

Based on this culture of trust, we place fair treatment and respect at the heart of our value system. Our aim is to treat everyone fairly and respectfully, regardless of skin color, ethnic or social background, religion, age, disability, sexual identity and orientation, world view, or gender. ➤ HUMAN RIGHTS. Our goal is to be the employer of choice – which is supported by our top employer ranking of various organizations worldwide and reflects diversity, inclusion and a sense of belonging.

To highlight our culture of trust and empowerment, we are pursuing two initiatives that concentrate on understanding our people's experiences and taking them into account, and on recognizing our people's achievements:

→ We use the results of our [Siemens Global Employee Survey \(SGES\)](#) at regular intervals to assess the efficacy and success of our actions, and to derive any necessary steps for improvement. In January 2021, we had a 67% response rate¹ to the SGES. The average level of approval for relevant aspects such as innovation, diversity, transparency, and management was above 77%.¹

→ The [Werner von Siemens Award](#) is given in six different categories to honor achievements that have had a positive impact on Siemens and beyond. Elements of our DEGREE framework are an integral part of the Werner von Siemens Award. In 2021, the trophies were presented to teams that have enabled our customers to transform their industries, contribute to technological innovation, serve as a role model in digitization, or participate in an initiative characterized by ingenuity and social responsibility. More than 7,500 employees participated in this competition in 2021, and submitted 413 entries.

Siemens employee share program strengthens identification with the company

Employee-share ownership is an integral part of the Siemens DEGREE framework: We aim to maintain access to our employee share program at the 98% level and expand it globally to 100%.² Owning a stake in the company is intended to motivate our people to take personal responsibility for their own actions. This [ownership culture](#) has a long tradition at Siemens. The first profit-sharing program was introduced back in 1858. Today, the global Siemens share program, which has been offered annually since 2008, is one of the largest employee share programs in the world. More than 100,000 employees invested in their company in 2021, which means that almost 45% of all eligible employees participated.³ In addition, Siemens AG distributed around 490,000 free bonus shares to employees in the past fiscal year as part of the global share program.¹

Siemens Healthineers has its own share program that it offers to its employees.

¹ Excluding SHS.

² Where legally possible and reasonable. The DEGREE target does not apply to SHS.

³ Excluding SHS. Participation is open to all employees who were employed by a participating Siemens subsidiary on October 1 of the previous calendar year and who continue to be employed at a participating Siemens subsidiary at least until the last day of the applicable offer period. Members of the Managing Board are excluded.

Employee structure and development

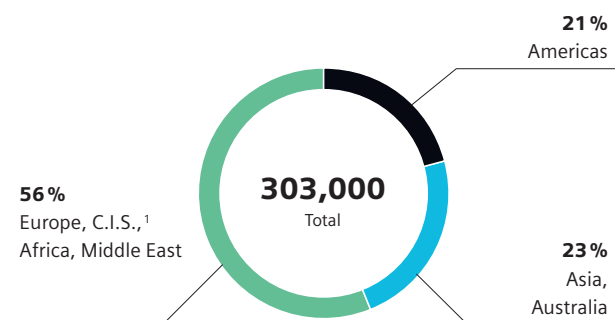
As of September 30, 2021, Siemens employed 303,000 people around the world. That represents an increase of about 10,000 employees from September 30, 2020; 56% of all employees were in Europe, the Commonwealth of Independent States (CIS), Africa and the Middle East, 21% were in North America, Central America and South America, and 23% in Asia and Australia. Out of our total workforce, 94% have permanent contracts. In Asia and Australia, around one-fifth of the contracts are temporary, while in the other regions more than 95% of our employees have permanent employment contracts.

The percentage of women in the total workforce is 27%.

Siemens employees

(as a % of total number of employees)

September 30, 2021



27%



Proportion of women
as a percentage of
total employees

¹ Commonwealth of Independent States.

Hires and exits

The number of new hires increased by approximately 36% compared to fiscal 2020, while the number of exits increased by 17%.

The percentage of dismissals – as a percentage of all employee exits – was 11% in the reporting period, compared to 15% for the previous year. All other differences result from changes in the basis of consolidation and other changes.

Siemens employee hires

(in thousands)	Fiscal year	
	2021	2020
Siemens	34.4	25.2
Europe, C.I.S., ¹ Africa, Middle East	13.7	11.7
Americas	10.6	7.5
Asia, Australia	10.1	6.0

¹ Commonwealth of Independent States.

Women hired

(as a percentage of new hires)	Fiscal year	
	2021	2020
Siemens	30	30
Europe, C.I.S., ¹ Africa, Middle East	29	29
Americas	33	32
Asia, Australia	29	29

¹ Commonwealth of Independent States.

Employee turnover rate¹

(in %)	Fiscal year	
	2021	2020
Employee decision	4.7	3.5
Other reasons for exit	5.0	4.8
Total	9.7	8.4

¹ Employee turnover is defined as the ratio of voluntary and involuntary exits from Siemens during the fiscal year to the average number of employees.

Working hours and working time arrangements

Average standard weekly working hours¹

(in hours)	September 30,	
	2021	2020
Siemens	39.5	39.3
Europe, CIS, ² Africa, Middle East	38.0	37.9
Americas	41.0	41.1
Asia, Australia	41.9	41.5

¹ Contractual weekly working hours.

² Commonwealth of Independent States.

5.1 Working at Siemens

Use of working hour programs at Siemens

(in thousands)	September 30,	
	2021	2020
Part-time	13.8	13.9
Employees on leave or absence	6.3	6.2

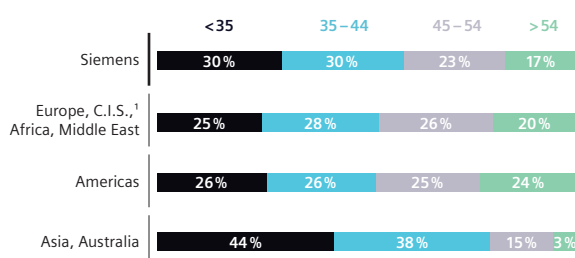
Changes in age distribution

The distribution of employees by age group remained almost unchanged from the previous year. The average age in the reporting period was 42 years.

Age structure

(as a percentage of total employees)

September 30, 2021

¹ Commonwealth of Independent States.

Commitment to fair pay

We want to guarantee fair pay (coverage of basic needs) at least in accordance with the statutory national minimum wage. Subject to national regulations, Siemens adheres to the principle of “equal pay for equal work,” for instance equity in wages for women and men with the same job profile/ same role.

We also review **pay parity** at regular intervals, so as to eliminate unjustified differences (with the same job profile, role, competencies, experience, and performance, etc.), as further testimony to our unwavering commitment to fair payment for employees. In 2021 we reviewed our 21 largest countries (selected by revenue) on the basis of our defined, market-based pay parity methodology. We are working with the companies in these largest countries to establish a long-term cultural change in support of our targets.

Employee benefits and opportunities for today and tomorrow

Amid a constantly changing world, we continuously compare the employee benefits and opportunities we provide, and revise them so that we can offer flexible benefits programs that will support our people’s physical, mental, financial, and social well-being, both today and tomorrow. The Siemens benefits programs have the target of enabling our people to realize their full potential and strengthening their resilience with a variety of insurance policies, support benefits, retirement arrangements, and elective plans. To understand the constantly changing, diverse needs of our global team and their families, we watch the external market and track the latest trends and innovations in our industry and we keep an eye to sustainability.

Pensions¹

We offer defined benefit and/or defined contribution pension plans. The largest pension plans are in Germany, the United States, the United Kingdom, and Switzerland. Contributions and amounts recognized as expense for state plans and defined contribution plans came to € 1,932 million in fiscal 2021. Of this figure, amounts recognized as expense for defined contribution plans were € 484 million. Contributions to state plans came to € 1,449 million. Employer contributions to defined benefit plans amounted to € 2,041 million. The company’s major defined benefit plans are funded with assets in segregated entities. In accordance with local laws, these plans are managed in the beneficiaries’ interest by way of contractual trust agreements with each separate legal entity. The defined benefit plans cover 442,000 participants, including 178,000 actives, 84,000 deferreds with vested benefits, and 180,000 retirees and surviving dependents.

¹ Figures comprises the total of continuing and discontinuing operations.

The Siemens Group also takes a sustainable approach to the oversight of the pension investment process, applying an ESG framework.

Siemens Pensionsfonds AG has been a PRI¹ signatory since 2020. All asset managers must be PRI signatories and be able to provide evidence of an ESG policy. ESG factors are integrated into the investment process. Siemens Pensionsfonds AG invests selectively in liquid asset classes, with a focus on companies that have an above-average ESG rating (best-in-class approach). Among the key elements of the ESG reporting are ESG scores and the portfolio's carbon footprint.

The internal asset manager, Siemens Fonds Invest GmbH, has also been a PRI signatory since 2020, and has adopted its own ESG policy to define how ESG factors are treated in the investment process. Siemens Fonds Invest GmbH is working on converting all its publicly traded funds (UCITS²) into sustainable Article 8 funds under the EU Disclosure Regulation³.

Work-life balance

There is an increasing desire for more flexibility and more individual solutions depending on phase of life when it comes to organizing working hours and work location. For this reason, we offer our people flexible working models, which are structured according to the local requirements in their various countries, and in ways compatible with the employees' roles. Examples include mobile working, part-time hours, sabbaticals, time-outs, parental leave, and partial early retirement.

→ **Mobile working** will establish itself after the pandemic as the core element of a New Normal and promote a sustainable work culture and working environment ➤ **THE COVID-19 PANDEMIC**.

→ With mobile working within this New Normal, we want to motivate our people, improve the company's performance, and strengthen Siemens' profile as a flexible, attractive employer. Mobile working and flexibility of work location in the hybrid **New Normal Working Model** (2–3 days of mobile work per week as a worldwide standard offering for our people) also strengthens our ability to attract and retain the best talent for Siemens. Our DEGREE ambition of **global commitment to the New Normal Working Model** supports this aim worldwide.⁴

→ We also encourage **balance of work and caregiving relatives**. Siemens is well aware that this concern is growing in importance, and we support our people in Germany who provide care for family members. We offer these people various support options through the **Elder Care** program. This program is based on four pillars: time off work and flexible working, communication, counseling, and training in health matters.

Childcare at Siemens

As part of its family-friendly corporate policy, for fiscal year 2021 Siemens AG supported its people in Germany with a general tax-free childcare allowance of up to € 100 per calendar month per child for the care of preschool-age children at a kindergarten or similar establishment. In addition, Siemens AG grants its part-time employees in Germany (15-30 hours per week) a further tax-free childcare allowance during parental leave. For fiscal 2021, this amounted to up to € 500 per child per calendar month for childcare at a kindergarten or similar establishment, for children up to 14 months of age.

For our people in Germany, there are also further options, such as around 1,500⁵ childcare places, a summer vacation childcare program, and parent-child health retreats.

¹ Principles for Responsible Investment.

² Undertakings for Collective Investments in Transferable Securities.

³ EU 2019/2088.

⁴ For employees with job profiles that make this possible and reasonable. The Siemens New Normal Working Model is not offered at SHS.

⁵ Excluding SHS.

The FutureOfWork@SIEMENS initiative

As a future-oriented company, we have a responsibility to actively consider and shape the influence of current and future trends on our people, our work, and our working environment. This is what lies at the heart of the #FutureOfWork initiative. In order to tackle structural change, it engages with two essential questions: HOW will we work in the future (#NewWork), and WHAT will we work on in the future (#NextWork)?

- #NewWork includes making organizations more flexible and developing individual and organizational adaptability, such as agile forms of organization and forms of collaboration, leadership, and flexible working conditions.
- #NextWork addresses the existential question of our future jobs, namely which activities and roles will exist tomorrow and beyond – both inside and outside our company. In this context, we identify the capabilities needed to enable an organization as a whole, but also our individual people, to prepare for the work of tomorrow.

To succeed, this collaborative design of #NewWork and #NextWork must rely on a cultural change that can only be brought about through the cooperation of all our people.

Our talent programs for individual career paths

Through a focused integration and development of the next generation of leaders, we make a sustainable contribution toward a diverse, agile management team, and thus to the transformation of Siemens.

- The Siemens CEO* Program is an exceptional opportunity for outstanding candidates in the field of general management. By specifically developing their leadership skills and their global networks, the program prepares participants for future management responsibilities, especially in fast-growing digital business models.
- The Siemens Finance Excellence Program (FEP) is a finance leadership program and a stepping stone for future leaders in finance who have a digital mindset. All FEP associates are assigned a personal mentor from among Siemens' finance leadership team, accompanied by custom-tailored development programs.
- The Siemens Graduate Program (SGP) is an international trainee program that offers a personalized career path for ambitious "master graduates," with a customized development track and excellent networking opportunities throughout the company.

5.2

Diversity, Equity & Inclusion



8 DECENT WORK AND ECONOMIC GROWTH



- Focus on strengthening sense of belonging
- “Diversity Charter” reinforces respect for diversity
- A DEGREE ambition: 30 % female share in Top Management by FY25¹

At Siemens, we make a practice of transforming daily life – for our customers, our people, and society at large. But this transformation also means committing to diversity, equity & inclusion. To us, diversity stands for the inclusion and interaction of different ways of thinking, backgrounds, experiences, skills, and individual qualities across all levels and dimensions of the company. Equity is an integral part of our corporate culture. Inclusion enables every voice to be heard and get involved. The sense of belonging strengthens our people and taps hitherto unused growth potential for everyone. In a nutshell, this means: [#BelongingTransforms](#).

We actively promote diversity, equity, and inclusion by creating a working environment that is open and appreciative for all. Our commitment to [human rights](#) is anchored in the Siemens Business Conduct Guidelines (BCGs). We do not tolerate discrimination of any kind. The guidelines clearly state: “We respect the personal dignity, privacy, and rights of each individual.” They also make it clear that Siemens is committed to maintaining a workplace that is open to everybody regardless of ethnic origin, culture, religion, age, disability, skin color, gender, sexual identity and orientation, or world view. ➔ [HUMAN RIGHTS](#)

A global strategy with local implementation

We have been working for years now to build a diverse, equitable, inclusive corporate culture – and have had measurable success, for example on the share of women in management positions globally. In past years we established a global Diversity, Equity & Inclusion network, which is active in many regions of the world. Working with our [Chief Diversity Officer \(CDO\)](#), the global Diversity, Equity & Inclusion Office provides support and assistance for a great many activities.

Siemens AG and the company’s Central Works Council have adopted a [Diversity Charter](#) for Germany. It provides an anchor for the strategic relevance of diversity, as well as the key principles by which diversity can be appreciated.

Through sponsorships and strategic partnerships, we are also involved in other formats and initiatives, such as the [“Charta der Vielfalt”](#) diversity charter and the [“Chefsache”](#) initiative.

We continually assess how well these measures are succeeding and revise our initiatives to enhance diversity further. We employ key figures such as the percentage of women, generations, and nationalities as a way of regularly monitoring the efficacy of our workforce diversity initiatives. In 2021, Siemens received a great many diversity prizes and awards all over the world, including “Forbes Magazine’s Best Employers for Women” and a “100% rating from the

¹ Not applicable to SHS.

Disability Equality Index” in USA, and “Human Rights Campaign Foundation – Mejores Lugares Para Trabajar por Equidad LGBT” in Mexico.

Pride@SIEMENS: Network for the LGBTIQ* community

Siemens supports the UN initiative for global LGBTIQ* Standards of Conduct for Business. Many locations fly rainbow flags, especially in the week before Christopher Street Day. This is how Siemens takes a stand and commits to “color for more openness,” a signal to all that we welcome everyone, whatever their sexual orientation. On top of that, since 2018 every Siemens social media channel has been rainbow-colored throughout Pride Month. We also provide ways for our LGBTIQ* people to network with each other around the world. Just one example is [Pride@Siemens](#), a network for our people who identify as lesbian, gay, bisexual, transsexual, or intersex, and for their allies.

Women in the workforce

In 2021, the percentage of women in the workforce at Siemens is at 27 %¹.

Employees in management positions¹

September 30, 2021



¹ Employees in management positions include all managers with disciplinary responsibility. Varian included.

We aim to keep expanding gender equality. Our commitment to advancing women at all levels of the company is not limited to complying with statutory or regulatory requirements. For instance, we aim to increase the number of women in top management² to 30 % globally by September 30, 2025.³ We are also pursuing a variety of initiatives, programs, and measures to advance a cultural change toward gender parity, diversity, and integration. Among the many different women’s networks around the world are:

¹ Varian included.

² This does not affect local or company-specific diversity targets and requirements set by law or regulation. More details about the targets and staffing requirements that apply to Siemens AG, as well as the diversity concepts that are being pursued for the Supervisory Board and Managing Board of Siemens AG, can be found in the annual “Corporate Governance Statement” available on the Siemens Investor Relations website, under the “Corporate Governance” heading.

³ Not applicable to SHS.

- **Leading Women in Industry (LWI)**: The in-house LWI network is committed to helping place women in more management positions. We advance this mission with strategic fields of action such as flexible working hours, mobile working, and individual career development.
- **Global Leadership of Women@Technology & Innovation (GLOW@TI)**: This in-house network for women with a background in science aims to promote careers for women.
- **GROW2GLOW**: The GROW2GLOW network provides business coaching for women as a way of helping them realize their full potential.

Inclusion of persons with disabilities

Siemens advocates equal opportunity for persons with disabilities, their inclusion in society and the workplace, and their self-determined participation and right to be treated with respect. What counts for us is the person – disabilities should have no relevance at all. For that reason, we also aim for a barrier-free work environment. But at Siemens, inclusion means more than just accessibility. It is a holistic way of thinking and acting that eliminates both visible and invisible barriers, and encourages a culture of aware, equal-opportunity participation and understanding as a way of supporting and enabling persons with disabilities.

The **Ability@Siemens** initiative aims to promote a culture of integration for the around 5,000 disabled employees currently working at Siemens in Germany. It is based on a groundbreaking inclusion agreement with the General Representative Board for Disabled Employees.¹

Siemens also supports the worldwide #PurpleLightUp movement, which honors the economic contribution of working persons with disabilities all over the world, as a signal of respect for the International Day of Persons with Disabilities (IDPD) proclaimed by the United Nations, celebrated on December 3 each year.

In 2021 Siemens also joined the **Valuable 500** – an initiative launched by the World Business Forum to place the concerns of persons with disabilities on companies' management agendas.

¹ Inclusion Agreement for Siemens AG Germany.

5.3

Professional education and lifelong learning



- **Broad portfolio for vocational education and training (VET) and lifelong learning**
- **“MyGrowth” program to develop a company-wide growth mindset**
- **One of our DEGREE ambitions: Double digital learning hours by 2025¹**

Our company's success depends on having highly qualified and skilled people: the right people with the right skills are crucial to our growth. That's why we invested approximately €318 million in employee education and training in fiscal 2021.

Vocational training to start your career

Through its educational institution **Siemens Professional Education (SPE)**, Siemens is one of the largest companies in Germany for secondary school graduates. Currently the company has 4,711 apprentices and students in dual study programs in Germany, 1,029 of them coming in from other companies and 3,682 employed at Siemens. In autumn 2021, 1,085 school graduates began an apprenticeship or dual study program with our company. In addition to these learners in Germany, we train more than 2,000 young people all over the world. Our SPE program includes apprenticeships and dual study programs in technical, IT, and commercial fields and also offers development opportunities for disadvantaged young people.

International Tech Development programs: Our international programs are intended for members of the upcoming generation from Europe and beyond. In a format tailored to the needs of international

business, we teach core components of the dual vocational education and training, which helps foster employability wherever the participants reside. At present, our programs have 45 participants from 17 countries.

Lifelong learning is crucial to success

In the past fiscal year, Siemens spent €165 million on employee training, which corresponds to an average of € 573 per employee. We have a wide range of learning content and formats to help our people enhance their qualifications.



€ 165 million

invested in employee training.

This equated to an average of €573 per employee in fiscal 2021.

Global Learning World (GLW) is an in-house training establishment that offers ongoing training for our people around the globe. We provide a broad range of courses: Along with content in technology and other specialties, they also include developmental courses for social skills like team leadership and team building. On average, each employee spent about 22 hours in training during the fiscal year. In terms of the DEGREE ambitions, excluding Siemens Healthineers, each employee completed about 17 hours of digital learning. Management compensation includes long-term performance incentives based on ESG criteria and is defined under

¹ Not applicable to SHS.

Governance in our DEGREE framework. Assessments are based on the internal ESG/Sustainability index, including reduction of CO₂ emissions, digital learning hours per employee, and the Net Promoter Score (NPS) for measuring customer satisfaction.

➤ SUSTAINABILITY GOVERNANCE AND ORGANIZATION

People development programs customized for global or local use

Our range of options in our people development includes the following programs:

- The Siemens **Core Learning Paths (CLP)** are specifically designed for areas like Sales, Project Management, Procurement, Production, and Software Architecture. They provide the target group with self-guided learning content and trainer-supported virtual training sessions. In fiscal 2021, a total of 28 Core Learning Paths were made available to the relevant target groups around the world. The earned qualifications are internationally comparable within Siemens and create career opportunities for our people throughout the company, and therefore they support and promote systematic personnel development.
- The Siemens **Potential Development Programs (PDP)** comprise more than 30 decentralized development programs for selected employees with potential. The emphasis is on professional development, preparing for future roles, and personal growth. In addition to targeted development measures such as training, mentoring, shadowing, and assignments abroad, participants benefit by expanding their professional networks and becoming more visible to management. This is how the programs also make a significant contribution to strategic succession planning. Some of the Potential-Development Programs are specifically designed for the advancement of women.
- The **GLOW@TI (Global Leadership of Women@Technology & Innovation)** initiative focuses on attracting, developing, and retaining talented women with a background in STEM or innovation fields. It supports women in realizing their full potential and aims to promote a culture of innovation through strong networks between departments and organizations.
- The **Siemens Leadership Excellence (SLE)** programs are aimed at high-ranking executives on various levels with the goal of strategically strengthening succession planning and promoting the corporate culture. These programs support participants in identifying sustainable and effective solutions for their business challenges and provide a shared understanding of core competencies needed for management and transformation. The programs also support us in building a strong global network of managers, both within the company and beyond.

Future-oriented learning and career growth and development instruments

The **MyGrowth** program combines our learning and career development tools and content, and is intended to promote continuous growth. MyGrowth has three components:

- **MyGrowth Self-reflection:** To build a successful career, it's essential to know one's own strengths and weaknesses and to be aware of one's personal stage of development. A variety of tools and services are offered with content like coaching (Peer2Peer), identifying strengths (Strengthscope), and perception by others (feedback tool).
- **MyGrowth Learning (My Learning World):** Our online learning platform offers more than 100,000 learning resources that aim to satisfy our people's different interests and special requirements. Our people can benefit from a large number of learning formats here, including

videos, e-learning modules, virtual training courses, technical literature, podcasts, and e-books. Through the use of artificial intelligence, users also receive customized recommendations for learning content based on their usage behavior.

- **MyGrowth Career (Own Your Career):** “It starts with you”: This concept allows you to shape your own career development; it’s integrated into a holistic concept and is based on your current situation. The core components are the Open Job Market, Job Tagging (where you can show you’re interested in a particular job), a People Profile to increase your visibility, and Job Shadowing and Mentoring to learn from and with others.

The new **Growth Talks** are regular, forward-looking, strength-based conversations that support both individual and organizational growth, performance, and well-being. Support materials such as discussion guidelines, questions for reflection, and workshop templates help our people, teams, and managers maintain an ongoing, respectful, and encouraging dialog about individual development and learning.

The well-established **Performance Management Process (PMP)** also focuses on developing our people in their current role and on strengthening their performance. The continuous dialog between our people and management builds transparency and a shared understanding.

Future Fund supports transition to a new work world

Siemens AG and its Central Works Council intend to proactively shape the structural transformation. We’re working together to create a learning organization that is able to master structural transformation while also optimizing opportunities for change that can benefit our people. A Future Fund has been created for this purpose. It encourages development programs intended to support our people in staying oriented in a disruptive employment environment and enabling them to qualify and learn beyond their previous limits. It finances projects relating to structural change that go beyond site boundaries, with support from site management and Works Councils.

A total of €100 million has been made available for the Future Fund for four (fiscal) years starting in January 2019.¹ More than €8 million² was approved for Future Fund projects in fiscal 2021. After a surge at the beginning of the initiative, fewer applications were submitted compared with the prior year.

¹ The fund included Siemens Energy until that company was spun off.

² Excluding Siemens Energy and SHS.

5.4

Occupational health and safety management



- **The COVID-19 pandemic: a trial by fire for worldwide EHS management**
- **Healthy and Safe @ Siemens program launched**
- **Accident rates reduced even more**

Maintaining, fostering, and improving the safety and well-being of our people is a key task of our organization. It's enshrined in our Business Conduct Guidelines (BCGs), our internal monitoring systems, and our company-wide risk management and control process. The "Siemens EHS Principles" provide the binding core and anchor for our actions in this area. The Principles also include an obligation for all operating units to document a management system certifiable to ISO 45001. The efficacy of these management systems is reviewed internally every year and is also certified externally at the operating units in keeping with market requirements. The conversion of management systems from OHSAS 18001 to ISO 45001 was successfully completed.

The Environmental Protection, Health Management, and Safety (EHS) professional function bears much of the associated responsibility at Siemens. It's organized locally, it's integrated into each area of business and each national company, and it reports directly to the respective business managers. The EHS Officers coordinate collaborations with experts in the many different fields of action involved. The main task of this professional function is to advise managers and teams and support them in managing their specific areas of responsibility. Its profile has changed significantly in recent years: Rather than monitoring compliance with rules and workflows, the focus is now on supporting our people in dealing safely with dynamically changing requirements.

Occupational safety and health management are incorporated into our DEGREE framework, primarily under "E" for Employability.

COVID-19 pandemic places new demands on health and safety management

Maintaining and strengthening individual and organizational resilience – and by the same token, the sustainability of our operating business – became even more important during the COVID-19 pandemic. Our health and safety management proved once again to be reliable and fully capable of handling this crisis.

The impact of the pandemic varied in different countries and different operating businesses. We established a global internal COVID-19 monitoring system at an early stage to identify developments promptly and respond quickly. Our sites were put under partial or complete temporary lockdown. However, on the basis of our protection concepts, business continuity was largely unimpaired.

We provided extensive testing opportunities and promoted vaccination in a number of countries. To support our people and their families in countries where the public healthcare system faced especially severe challenges, Siemens Medical Services offered assistance, organized hotels where our infected people could be isolated, and relocated medical equipment to regions where it was most needed.

Inclusion, interaction, and personal development

The pandemic accelerated the digitalization of our work systems. Last year, our people were working wherever possible on a mobile basis – a hitherto unknown situation that had both positive and negative implications for their health, safety, and well-being. Our people were faced with many changes and adjustments. We're working actively to channel these changes toward a "New Normal" with a more flexible, more adaptable, and more self-determined way of working. To keep the change and adjustment process healthy and safe, we concentrated on encouraging interaction, intensifying communication, and offering focused learning opportunities with the goal of optimally including teams in designing their own jobs.

In addition to health and safety trainings on specific topics, we significantly expanded the scope of other opportunities for learning and dialog, especially pertaining to resilience, psychological safety, and psychosocial risk management.¹

- Both managers and team members can take advantage of continuously updated digital options for self-paced learning: for instance, via the EHS Channels and Knowledge Boards in Siemens Learning World.
- More time has been provided for discussions among managers and team members about health, safety, and well-being on the job. The (virtual) "Walk & Talk 2.0" and EHS-related internal social networks are one expression of this intensified interaction and dialog.

- Another example is the "Improvement Dialog" approach that's a key component of the Healthy and Safe @ Siemens program. "Improvement Dialogs" are initiated on specific health and safety topics or related issues. The dialogs collect a variety of views and experiences and then changes and improvements are explored and adopted.
- For health and safety experts, there's a "Future Skills @ EHS" initiative that provides an orientation with comprehensive learning resources. We've also introduced an "Advanced Safety Futures" program for the EHS professional function, whose participants will become the ambassadors of an expanded understanding of health and safety management.

We encourage our people to get involved in order to ensure healthy, safe working conditions, and we foster self-organization as one of the best ways to deal with the requirements of the "new normal."

The new Healthy and Safe @ Siemens program¹

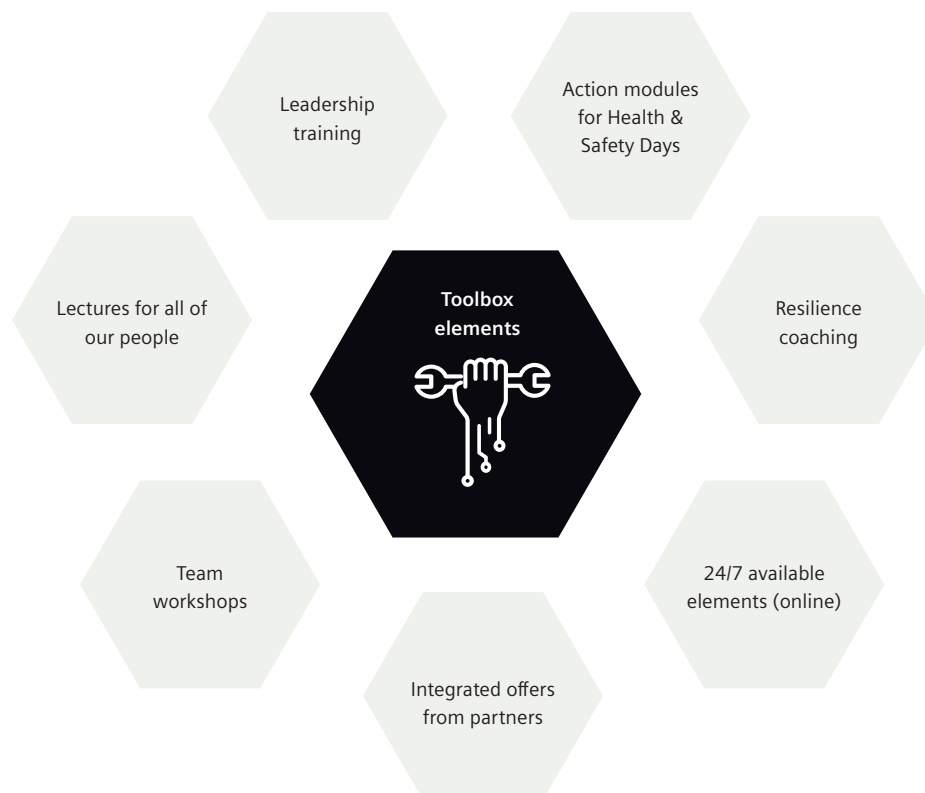
A major milestone this fiscal year was the launch of the Healthy and Safe @ Siemens program as the successor of two separate previous programs, Healthy@Siemens and Zero Harm Culture@Siemens. In the new program, our people at company locations performed a self-assessment followed by "improvement dialogs" on four main topics:

¹ Siemens excluding SHS.

New Healthy and Safe @ Siemens programFoster Positive
Work ClimateEvolve Leadership
in Health and SafetyEnhance Health and Safety
LearningOptimize
Processes & Resources

The program's framework has been enlarged to organizational resilience: It no longer focuses entirely on bodily health and integrity, but now places more attention on mental health and psychological safety. This is intended to strengthen the sense of well-being and the resilience of our people and to support them in dealing with change. The key was actively involving the workforce in designing their work environments. In our local organizations, health and occupational safety committees play an important role, with management and employee representatives working together to coordinate initiatives for a healthy, safe work environment. Many Siemens local companies also developed supplementary campaigns. In Germany, for example, a comprehensive range of instruments was applied to improve resilience (a "Resilience Toolbox"), and many colleagues took advantage of it.

Resilience toolbox



The Healthy and Safe @ Siemens program also aims for two important objectives that have been incorporated into the Siemens DEGREE framework¹:

→ 100% access to EAPs (Employee Assistance Programs) by 2025

As an integral part of our psychosocial risk management, the EAPs help everyone anonymously to identify and to cope with psychosocial personal stressors. In 2021, 87%¹ of our colleagues had access to these programs. By that we want to support all our people around the world to establish health promoting behaviors – and also to raise awareness of psychosocial issues in society as a whole.

→ Improving the global accident rate (Lost Time Injury Frequency Rate, LTIFR) by 30% by 2025 (base year: 2020)



13%

**Reduction in accident rate (LTIFR)
compared to previous year
according to our DEGREE ambition¹**

In reference to the target in the Siemens DEGREE framework of reducing the accident rate (LTIFR) by 30% by 2025 (base year 2020: LTIFR 0.31¹) an improvement to 0.27¹ has already been achieved.

Accident numbers low

The number of work-related accidents further declined in the last fiscal year.

The majority of incidents are finger injuries and the consequences of falls or slipping. Many incident reports indicate that despite all efforts at prevention and inspection, a hazard wasn't properly identified or eliminated.

¹ Siemens excluding SHS.

Despite declining accident rates, there were four fatal accidents in fiscal 2021. Two temporary workers suffered fatal electrical shocks, one while testing a transformer and the other while performing maintenance on a circuit breaker. The third fatality was a contract worker who fell from a roof during demolition work. Another contractor was run over by a mobile crane during transport work.

Each accident is a source of grief for the people concerned and their families, friends, and colleagues. And for us as a company, it's a renewed call to keep ensuring and improving a safe, healthy work environment for our people and partners.

LTIFR Employees and Temporary Workers¹

	Fiscal year	
	2021	2020
Employees	0.27	0.28
Temporary Workers ²	0.39	0.68
Total	0.28	0.30

¹ Lost Time Injury Frequency Rate: number of lost-time cases (LTC) x 200,000/work hours; LTCs are accidents that result in at least one lost day of work. Siemens including SHS.

² As a globally operating company, Siemens isn't always authorized or able to obtain sensitive information about contract workers' health and occupational safety or complete figures on their work hours. As a result, the Temporary Worker LTIFR for Siemens includes only temporary workers hired by a temporary employment agency or under a contract for work and services.

Fatalities (work-related)

	Fiscal year	
	2021	2020
Employees	–	–
Temporary Workers	2	–
Contractors	2	1
Total	4	1

5.5

Corporate citizenship



- Improving people's living conditions
- Giving societies access to knowledge and technologies
- A variety of projects with three strategic priorities

Corporate citizenship is Siemens' voluntary commitment to delivering benefits for society in every country in which we operate. As defined by Werner von Siemens over 170 years ago, the company's mission is to provide technologies that improve quality of life and create lasting value for society. Based on the SDGs, we identify topics that are relevant for the development of a country and illustrate how we are making a positive contribution to achieving them. The goal of this approach is not to reduce the risks associated with the company's business activities, but to give something back to the societies in which the company operates. Thus, corporate citizenship is an important element of our company's sustainability

strategy, one that is embedded in our DEGREE framework, specifically the main focus is on "Equity," which strengthens the identification of different target groups with the company, and on "Employability," which is achieved through a range of training measures covering all phases of life.

Based on our core business and our competencies, Siemens has defined three strategic focus areas for its corporate citizenship activities: access to technology, access to education, and sustaining communities. Our corporate citizenship activities extend beyond traditional philanthropy. We harness our technological competencies and leverage our capabilities and products.

The Siemens Stiftung, along with six other Siemens foundations, complements our corporate citizenship initiatives. ➔ [OUR MOST IMPORTANT AREAS OF IMPACT](https://www.siemens-stiftung.org/en/foundation/benefactor/)
[HTTPS://WWW.SIEMENS-STIFTUNG.ORG/EN/FOUNDATION/BENEFACTOR/](https://www.siemens-stiftung.org/en/foundation/benefactor/)

Our Core Areas



Access to technology

With the aid of our core competencies in digitalization, automation, and electrification, as well as scientific research, we strive to give as many people as possible the chance to use the latest technologies.



Access to education

Knowledge is a resource on which our future depends. Therefore, improving educational prospects and allowing broad access to education are critically important challenges for all societies everywhere in world.



Sustaining communities

Our goals are to establish stable living conditions, protect values, unleash creativity, improve intercultural understanding, and contribute to progress.

Creating lasting value with a shared-value approach

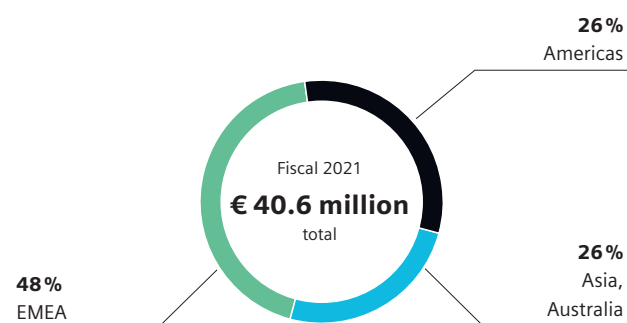
In accordance with our corporate strategy [➤ AT A GLANCE](#), responsibility for the selection and management of nonprofit and socially innovative activities lies with the local units or local management in each country. This approach is designed to make sure that we provide support and create value where it is needed most. In the process, we combine in-depth local knowledge with the need for a long-term commitment to overcome social challenges that may vary from region to region.

Our goal in each society is to help improve general living and healthcare conditions (access to technology), enhance educational and training opportunities for the labor market (access to education), and strengthen social cohesion and cultural identification (sustaining communities). At the same time, we enhance the reputation of Siemens, strengthen its local footprint, create a wider understanding of its technologies, position ourselves as an attractive employer, and lay the foundation for future innovation. We measure the achievement of these goals on the basis of the individual underlying targets.

With our principles on sponsorship activities, donations, charitable contributions, and memberships, we have also created a global framework that provides guidance for local activities. The guidance outlines how all kinds of potential contributions can be employed correctly and in a targeted manner while ensuring transparency regarding all activities worldwide.

Corporate volunteering is an important lever and driver of the corporate citizenship activities of Siemens: Our own Corporate Volunteering Standard outlines a common global concept and a framework for Siemens AG. Corporate volunteering is an efficient way for individuals to make a difference in society and helps to enhance employee satisfaction and retention. One example of this work is the transnational initiative of the employees of Siemens Financial Services. In 35 projects, for example, children's facilities and parks are cleaned up on a sustainable basis.

Community Investment¹



¹ Community investment includes donations as well as sponsoring activities in the areas of education, science and the arts and culture.

Another significant factor of corporate responsibility at Siemens are our employee donation programs, which combine the company's commitment to society with our people's wish to be more engaged on a personal level. The Cents4Sense program allows employee shareholders to donate one dividend of their Siemens shares to support social projects. Since it began in 2018, Cents4Sense has raised nearly € 655,000 for selected social projects.

Access to education is relevant for societies around the world

The promotion of education can take different forms and pursue different objectives, but the overriding goal is to enhance future opportunities and give young people the tools to master future challenges. Thanks to its width and depth, the Siemens portfolio offers a variety of opportunities for tackling problems that vary from region to region and for finding the best possible solutions in close cooperation with local partners. In doing so, Siemens also improves market access for qualified and urgently needed young professionals, thereby positioning itself as a reliable partner for the public sector.

Our commitment ranges from enabling STEM- oriented training and promoting excellence through competition to providing free software licenses and setting up new institutional education paths, such as dual education and apprenticeship systems.

A skilled workforce is essential for the growth of a nation and the living conditions of its population. In China, Siemens promotes the “China Intelligent Manufacturing Challenge” contest, in which more than 60,000 university and vocational school students have participated since 2011. By involving a strong network of partners, this program promotes the sustainable development of engineering education in the country, which also benefits companies like Siemens.

Impactful corporate citizenship

Everywhere in the world, people are adversely affected by unforeseeable events and disasters such as disastrous floods and even the COVID-19 pandemic.

The company has therefore set itself the goal of tackling regionally different problems and finding the best possible solutions in close cooperation with the local authorities. Immediate humanitarian aid may consist of financial and particularly also technical support on the basis of the company's portfolio. Our people are also activated by way of donation-matching campaigns.

One example of such work is the immediate aid provided after the devastating floods that struck Germany, Belgium, and the Netherlands in July 2021. Siemens supported the efforts of different emergency response organizations to alleviate the suffering caused by the floods with donations totaling €2.1 million, including €1.2 million donated by our people. In addition, the “Siemens4Siemens” app developed on the basis of Mendix software enabled affected employees to receive urgently needed in-kind assistance from other employees.

To combat the COVID-19 pandemic, donations totaling more than €5.7 million were used particularly to provide medical equipment, improve hygiene measures, and ensure basic care for disadvantaged groups via Siemens AG donation initiatives and the Siemens Caring Hands relief fund in fiscal 2021.

A pillar of the educational mission of Siemens Turkey is the provision of scholarships for talented, but financially disadvantaged youths. A key aspect of this program is to evenly promote all genders. Another important element is the assignment of mentors from Siemens Turkey. Since 2018, 40 students have received financial support and have been accompanied by more than 50 Siemens mentors. The Darüssafaka Robotic Club provides targeted assistance to children who have lost their parents and prepares them for professional careers.

Access to technology on the basis of our core competencies

Access to modern and reliable infrastructure, for example by securing the energy supply, clean water, or even basic medical care, is a fundamental prerequisite, especially in developing countries, for improving the quality of life of many people and securing prospects for their future.

Another way that Siemens helps people improve their life prospects with the aid of education is to provide laptops and digital devices to socially disadvantaged families in countries such as Germany, Portugal, Canada, and Singapore. These programs are accompanied by knowledge transfer workshops led by our people.

Promotion of social cohesion

Local identification with cultural heritage is also important for social cohesion. That is why we have a philosophy of supporting cultural and social activities as well. The “Siemens Art Program” in particular goes a long way to helping us live up to this objective through a diverse range of projects, such as the “Fascination with Science” project by the photo artist Herlinde Koelbl.

The protection of the environment and the conservation of natural resources are two goals that are also of the utmost importance for sustaining communities. On the occasion of Earth Day, for example, Siemens UK provided educational materials to 214 elementary schools so that children can be taught how to conserve natural resources.

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Our sustainability indicators



Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
SIEMENS AT A GLANCE							
Total revenue	Total	Fiscal Year	Billion €	62.3	55.3	12.7 %	GRI 201-1, WEF
Contribution to GDP (gross domestic product) generation ¹	Total	Fiscal Year	Billion €	281	n. a.		WEF
Jobs enabled ¹	Total	Fiscal Year	No. (rounded)	5,000,000	n. a.		WEF
	in developing and emerging countries	Fiscal Year	No. (rounded)	2,600,000	n. a.		WEF
Research and development²							
R&D expenses	Total	Fiscal Year	Billion €	4.9	4.6	6.4 %	WEF
R&D intensity	Total	Fiscal Year	% of revenue	7.8 %	8.3 %	-5.6 %	
Additions to capitalized development expenses	Total	Fiscal Year	Billion €	0.3	0.4	-33.6 %	
Average number of R&D employees	Total	Fiscal Year	No. (rounded)	42,500	40,800	4.2 %	
Patents granted	Total	Sept. 30 th	No. (rounded)	43,400	40,900	6.1 %	
GOVERNANCE							
Compliance (continuing and discontinued operations)							
	Total	Fiscal Year	No.	394	332	18.7 %	GRI 205-3, 206-1, 307-1, 406-1, 419-1, WEF
Compliance cases reported	allegations of bribery	Fiscal Year	No.	9³	n. a.		GRI 205-3, 206-1, 307-1, 406-1, 419-1, WEF
	allegations of bribery related to actual year	Fiscal Year	No.	5	n. a.		GRI 205-3, 206-1, 307-1, 406-1, 419-1, WEF
	allegations of bribery related to previous years	Fiscal Year	No.	5	n. a.		GRI 205-3, 206-1, 307-1, 406-1, 419-1, WEF
	Total	Fiscal Year	No.	121	188	-35.6 %	GRI 205-3, WEF
Disciplinary sanctions	warnings	Fiscal Year	No.	62	90	-31.1 %	GRI 205-3, WEF
	dismissals	Fiscal Year	No.	49	63	-22.2 %	GRI 205-3, WEF
	others ⁴	Fiscal Year	No.	10	35	-71.4 %	GRI 205-3, WEF
Business Conduct Guideline Training – graduating quota current year	Total	Fiscal Year	% of invited employees	92.6 %	86.1 %	7.6 %	GRI 205-2, WEF

¹ Based on FY 2019 data. Calculation methodology described in the Annex.

² Continuing Operation (with Varian / without Flender).

³ Does also include allegations of granting benefits (but not taking bribes); time of the alleged misconduct may be in more than one period or may be unspecified. Therefore it can be included in both categories.

⁴ Includes loss of variable and voluntary compensation elements, transfer, and suspension.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Business Conduct Guideline Training – persons graduating current year	Total	Fiscal Year	No. (rounded)	72,000	165,000	– 56.4 %	GRI 205-2, WEF
	EMEA	Fiscal Year	No. (rounded)	34,000	105,000	– 67.6 %	GRI 205-2, WEF
	Americas	Fiscal Year	No. (rounded)	19,000	27,000	– 29.6 %	GRI 205-2, WEF
	Asia /Australia	Fiscal Year	No. (rounded)	19,000	33,000	– 42.4 %	GRI 205-2, WEF
Graduated other specific Compliance trainings for employees	Total	Fiscal Year	No. (rounded)	374,000	277,000	35.0 %	GRI 205-2, WEF
Integrity Initiative – Projects	Total	up to Sept. 30 th	No.	85	77	10.4 %	GRI 102-12, WEF
Integrity Initiative – Finance budget provided	Total	up to Sept. 30 th	Million US \$	120.0	98	21.8 %	GRI 102-12, WEF
Supply chain management							
Purchasing Volume (PVO)/Procurement volume	Total	Fiscal Year	Billion €	27.8	26.7	4.1 %	GRI 102-9
Number of relevant (>€ 10,000 annual volume) suppliers	Total	Fiscal Year	No. (rounded)	63,000	65,000	– 3.1 %	GRI 102-9
Sustainability self-assessments ¹	Total	Fiscal Year	No.	4,267	4,759	– 10.3 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2
	EMEA	Fiscal Year	No.	1,505	1,439	4.6 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2
	Americas	Fiscal Year	No.	555	936	– 40.7 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2
	Asia /Australia	Fiscal Year	No.	2,207	2,384	– 7.4 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2
Agreed improvement measures out of Sustainability self-assessments	Total	Fiscal Year	No.	3,604	3,279	9.9 %	GRI 308-2, 414-2
Supplier quality audits with sustainability questions	Total	Fiscal Year	No.	319	374	– 14.7 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2
	EMEA	Fiscal Year	No.	116	144	– 19.4 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2
	Americas	Fiscal Year	No.	89	77	15.6 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2
	Asia /Australia	Fiscal Year	No.	114	153	– 25.5 %	GRI 308-2, 407-1, 408-1, 409-1, 414-2

¹ To be conducted mainly by suppliers from non-OECD countries with a purchasing volume > € 50,000 p.a.. Questionnaires initiated and completed in the year under review.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
External sustainability audits	Total	Fiscal Year	No.	394	269	46.5%	GRI 308-2, 407-1, 408-1, 409-1, 414-2, WEF
	EMEA	Fiscal Year	No.	123	65	89.2%	GRI 308-2, 407-1, 408-1, 409-1, 414-2, WEF
	Americas	Fiscal Year	No.	44	19	131.6%	GRI 308-2, 407-1, 408-1, 409-1, 414-2, WEF
	Asia / Australia	Fiscal Year	No.	227	185	22.7%	GRI 308-2, 407-1, 408-1, 409-1, 414-2, WEF
	Total	Fiscal Year	No.	6,617	5,394	22.7%	GRI 308-2, 414-2, WEF
ENVIRONMENT							
Climate Action							
Greenhouse Gas Emissions							
Scope 1	Total	Fiscal Year	1,000 metric tons of CO ₂ equivalents	386	424	-9.0%	GRI 305-1, WEF
	CO ₂ emissions	Fiscal Year	1,000 metric tons of CO ₂ equivalents	352	391	-10.0%	GRI 305-1, WEF
	SF ₆ emissions	Fiscal Year	1,000 metric tons of CO ₂ equivalents	17	14	27.1%	GRI 305-1, WEF
	CH ₄ emissions	Fiscal Year	1,000 metric tons of CO ₂ equivalents	<0.1	<0.1		GRI 305-1, WEF
	N ₂ O emissions	Fiscal Year	1,000 metric tons of CO ₂ equivalents	1	1	7.6%	GRI 305-1, WEF
	HFC-gas emissions	Fiscal Year	1,000 metric tons of CO ₂ equivalents	16	19	-15.1%	GRI 305-1, WEF
	Other Kyoto gas emissions	Fiscal Year	1,000 metric tons of CO ₂ equivalents	<1	<1		GRI 305-1, WEF
	Total (market based)	Fiscal Year	1,000 metric tons of CO ₂ equivalents	208	253	-17.7%	GRI 305-2, WEF
Scope 2	Total (location based)	Fiscal Year	1,000 metric tons of CO ₂ equivalents	755	826	-8.7%	GRI 305-2, WEF
	Total	Fiscal Year	1,000 metric tons of CO ₂ equivalents	595	678	-12.2%	GRI 305-1, 305-2, WEF

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Scope 1 + 2 Reduction to LY	Total	Fiscal Year	1,000 metric tons of CO ₂ equivalents	83	225	-63.2%	GRI 305-5, WEF
	Total (Scope 1 + 2)	Fiscal Year	1,000 metric tons of CO ₂ equivalents	541	546	-1.0%	GRI 305-5, WEF
Reduced emissions through energy from renewable sources	Gas from renewable sources (Scope 1)	Fiscal Year	1,000 metric tons of CO ₂ equivalents	22	0		GRI 305-5, WEF
	Electricity from renewable sources (Scope 2)	Fiscal Year	1,000 metric tons of CO ₂ equivalents	518	546	-5.1%	GRI 305-5, WEF
Scope 3	Total	Fiscal Year	1,000 metric tons of CO ₂ equivalents	469,271	507,691	-7.6%	GRI 305-3, WEF
	Total	Fiscal Year	1,000 metric tons of CO ₂ equivalents	10,435	10,296	1.4%	GRI 305-3, WEF
Scope 3 Upstream	Purchased goods & services	Fiscal Year	1,000 metric tons of CO ₂ equivalents	8,813	8,607	2.4%	GRI 305-3, WEF
	Capital goods	Fiscal Year	1,000 metric tons of CO ₂ equivalents	381	419	-9.1%	GRI 305-3, WEF
	Fuel & energy-related activities	Fiscal Year	1,000 metric tons of CO ₂ equivalents	263	282	-6.7%	GRI 305-3, WEF
	Waste in operations	Fiscal Year	1,000 metric tons of CO ₂ equivalents	24	28	-14.3%	GRI 305-3, WEF
	Transportation upstream	Fiscal Year	1,000 metric tons of CO ₂ equivalents	797	740	7.7%	GRI 305-3, WEF
	Business travel	Fiscal Year	1,000 metric tons of CO ₂ equivalents	63	126	-49.8%	GRI 305-3, WEF
	Employee commuting	Fiscal Year	1,000 metric tons of CO ₂ equivalents	94	94	0.0%	GRI 305-3, WEF
	Total	Fiscal Year	1,000 metric tons of CO ₂ equivalents	458,836	497,395	-7.8%	GRI 305-3, WEF
	Use phase emission	Fiscal Year	1,000 metric tons of CO ₂ equivalents	453,350	483,813	-6.3%	GRI 305-3, WEF
	Investment SFS ¹	Fiscal Year	1,000 metric tons of CO ₂ equivalents	5,486	13,582	-59.6%	GRI 305-3, WEF
Scope 3 Downstream							

¹ Emissions out of Siemens Finance Service (SFS) activities in financing fossil energy production projects.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Greenhouse Gas – Fleet and Real Estate Management							
Siemens fleet (owned or leased vehicles)	Total number	Sept. 30 th	No. (rounded)	43,000	44,000	-2.3%	
	Electrical vehicles	Sept. 30 th	No.	656	n. a.		
	Hybrid vehicles	Sept. 30 th	No.	2,719	n. a.		
	Rate of electrical and hybrid vehicles	Sept. 30 th	% of total fleet	8%	n. a.		
	Fleet emissions (part of Scope 1 emission)	Fiscal Year	1,000 metric tons of CO ₂ equivalents	194	205	-5.1%	GRI 305-1, WEF
	Fuel consumption fleet	Fiscal Year	1,000 gigajoule	2,658	2,530	5.1%	
Siemens sites with Net-Zero CO ₂ emissions	Total	Sept. 30 th	No.	32	17	88.2%	GRI 305-5, WEF
Environmental Portfolio ¹							
Revenue from Environmental Portfolio	Total	Fiscal Year	Billion €	19.1	18.0	6.2%	SASB RT-EE-410a.3
Share of Revenue from Environmental Portfolio	Total	Fiscal Year	% of total revenue (Sales to 3rd. parties)	30.7%	32.6%	-5.7%	SASB RT-EE-410a.3
Greenhouse gas reductions in the reporting year achieved by our customers through products of the Siemens Environmental Portfolio newly installed in the reporting year	Total	Fiscal Year	Mt CO ₂	8.4	7.0	20.1%	GRI 305-5, WEF
Greenhouse gas reductions in the reporting year achieved by our customers through new and through preexisting products of the Siemens Environmental Portfolio	Total	Fiscal Year	Mt CO ₂	87.5	80.4 ²	8.9%	GRI 305-5, WEF
Conservation of Resources ³							
Energy Consumption: Primary & Secondary Energy	Total	Fiscal Year	1,000 gigajoule	9,863	10,416	-5.3%	GRI 302-1, SASB RT-EE-130a.1
	Share of renewable energy sources	Fiscal Year	% of total energy consumption	46.4%	39.4%	17.7%	302-1, SASB RT-EE-130a.1
	Share of grid electricity	Fiscal Year	% of total energy consumption	54.0%	58.0%	-6.8%	GRI 302-1, SASB RT-EE-130a.1

¹ Continuing Operation – Industrial business.

² For comparability reasons value is adjusted regarding the discontinued Flender business (-69.2 Mt CO₂).

³ The calculation method regarding Energy Consumption was changed in FY 21 – therefore FY 20 data were adapted. See chapter Reporting Method.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Energy Consumption: Primary Energy	Total	Fiscal Year	1,000 gigajoule	3,198	3,283	− 2.6 %	GRI 302-1, SASB RT-EE- 130a.1
	Natural gas & liquid gas	Fiscal Year	1,000 gigajoule	3,118	3,199	− 2.5 %	GRI 302-1, SASB RT-EE- 130a.1
	Gas from renewable sources	Fiscal Year	1,000 gigajoule	399	0		GRI 302-1, SASB RT-EE- 130a.1
	Gas share from renewable sources	Fiscal Year	% of total gas used	13 %	0 %		GRI 302-1, SASB RT-EE- 130a.1
	Fuel oil, gasoline, diesel	Fiscal Year	1,000 gigajoule	62	70	− 11.3 %	GRI 302-1, SASB RT-EE- 130a.1
Energy consumption: Secondary Energy	Total	Fiscal Year	1,000 gigajoule	6,665	7,133	− 6.6 %	GRI 302-2, SASB RT-EE- 130a.1
	Electricity (total)	Fiscal Year	1,000 gigajoule	5,329	6,036	− 11.7 %	GRI 302-2, SASB RT-EE- 130a.1
	Electricity (renew- able sources)	Fiscal Year	1,000 gigajoule	4,173	4,101	1.7 %	GRI 302-2, SASB RT-EE- 130a.1
	Electricity Share of renewable energy sources	Fiscal Year	% of total elec- tricity used	78 %	68 %	15.3 %	GRI 302-2, SASB RT-EE- 130a.1
	District heating	Fiscal Year	1,000 gigajoule	1,337	1,097	21.9 %	GRI 302-2, SASB RT-EE- 130a.1

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Waste							
	Total	Fiscal Year	1,000 tons	275.5	397.5	-30.7%	GRI 306-3
	Non-hazardous waste – total	Fiscal Year	1,000 tons	235.2	259.1	-9.2%	GRI 306-3
	Non-hazardous waste – recycled/recovered	Fiscal Year	1,000 tons	222.3	245.7	-9.5%	GRI 306-3
	Non-hazardous waste – landfill/other disposal	Fiscal Year	1,000 tons	12.9	13.5	-4.4%	GRI 306-3
	Hazardous waste – total	Fiscal Year	1,000 tons	11.8	18.5	-35.9%	GRI 306-3, SASB RT-EE-150a.1
	Hazardous waste – recycled/recovered	Fiscal Year	1,000 tons	6.1	11.6	-47.2%	GRI 306-3, SASB RT-EE-150a.1
	Hazardous waste – landfill/other disposal	Fiscal Year	1,000 tons	6	7	-17.1%	GRI 306-3, SASB RT-EE-150a.1
	Construction waste – total	Fiscal Year	1,000 tons	28	120	-76.2%	GRI 306-3
	Construction waste – recycled/recovered	Fiscal Year	1,000 tons	13	113	-88.2%	GRI 306-3
	Construction waste – landfill/other disposal	Fiscal Year	1,000 tons	15.2	7.4	105.0%	GRI 306-3
	Total w/o. construction waste	Fiscal Year	1,000 tons	247.0	277.5	-11.0%	GRI 306-3
	Recycled/recovered waste	Fiscal Year	1,000 tons	228.4	257.2	-11.2%	GRI 306-4
	Waste to landfill/other disposal	Fiscal Year	1,000 tons	19	20	-8.3%	GRI 306-3
Recycling & Recovery rate	Total (w/o construction)	Fiscal Year	% of total waste (w/o construction)	92 %	93 %	-0.2%	GRI 306-4
	Hazardous waste	Fiscal Year	% of total hazardous waste	52 %	63 %	-17.7%	GRI 306-4
	Non-hazardous waste	Fiscal Year	% of total non-hazardous waste	95 %	95 %	-0.3%	GRI 306-4
	Construction waste	Fiscal Year	% of construction waste	47 %	94 %	-50.4%	GRI 306-4
Landfill/other disposal rate	Total (w/o construction)	Fiscal Year	% of total waste (w/o construction)	8 %	7 %	3.0%	GRI 306-4
Landfill rate ¹	Total (w/o construction)	Fiscal Year	% of total waste (w/o construction)	3 %	n. a.		GRI 306-4

¹ Siemens without SHS.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Material Recycling rate ¹	Total (w/o construction)	Fiscal Year	% of total waste (w/o construction)	83 %	n. a.		GRI 306-4
	Total (w/o construction)	Fiscal Year	% of recycled/recovered waste total (w/o construction)	88 %	n. a.		GRI 306-4
Water							
Water withdrawal	Total	Fiscal Year	Million cubic meter	15.0	15.3	- 1.8 %	GRI 303-3, WEF
	Other water withdrawal	Fiscal Year	Million cubic meter	4.5	5.1	- 10.5 %	GRI 303-3, WEF
	Chemically unchanged cooling water (returned to receiving water body chemically unchanged, but warmed)	Fiscal Year	Million cubic meter	10.5	10.3	2.5 %	GRI 303-3, WEF
Wastewater	Total	Fiscal Year	Million cubic meter	15.1	15.3	- 1.5 %	GRI 303-4
	Sanitary wastewater	Fiscal Year	Million cubic meter	3.0	3.3	- 9.5 %	GRI 303-4
	Manufacturing processes	Fiscal Year	Million cubic meter	0.7	0.6	23.6 %	GRI 303-4
	Other (including losses)	Fiscal Year	Million cubic meter	0.8	1.0	- 17.1 %	GRI 303-4
	Cooling water discharged as wastewater	Fiscal Year	Million cubic meter	0.1	0.2	- 61.0 %	GRI 303-4
	Total wastewater (w/o chemically unchanged cooling water)	Fiscal Year	Million cubic meter	4.6	5.0	- 9.6 %	GRI 303-4
	Chemically unchanged cooling water (returned to receiving water body chemically unchanged, but warmed)	Fiscal Year	Million cubic meter	10.5	10.3	2.4 %	GRI 303-4
	Rate sites with implemented water strategy ¹	Sept. 30 th	% of sites	84	95	- 11.6 %	GRI 303-1, WEF
	Total	Sept. 30 th	% of sites	84	95	- 11.6 %	GRI 303-1, WEF
Atmospheric pollutant emissions							
Volatile Organic Compounds	Total	Fiscal Year	metric tons	253	368	- 31.1 %	GRI 305-7,
Ozone-depleting substances	Total	Fiscal Year	metric tons (R11 equivalent) ²	0.030	0.085	- 64.2 %	GRI 305-6,
Nitrogen oxides	Total	Fiscal Year	metric tons	92.8	94.4	- 1.6 %	GRI 305-7,

¹ Siemens without SHS.² R11 equivalent measures ozone depletion potential.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Additional environmental topics							
Environment-related incidents	Total	Fiscal Year	No.	14	16	-12.5%	GRI 307-1, SASB RT-EE- 150a2
	Total	Fiscal Year	No.	7	13	-46.2%	GRI 307-1, SASB RT-EE- 150a2
Reportable spills	Quantity reportable spills	Fiscal Year	kg	380	n. a.		GRI 307-1, SASB RT-EE- 150a2
	Quantity recovered spills	Fiscal Year	kg	346	n. a.		GRI 307-1, SASB RT-EE- 150a2
Sites with EHS management system ISO 14001:2016	Total	Sept. 30 th	No.	185	173	6.9%	
Sites with EHS management system ISO 50001	Total	Sept. 30 th	No.	27	29	-6.9%	
Product Stewardship							
Full-Scale Life Cycle Assessments (LCA)	Total	Sept. 30 th	No.	158	206	-23,3%	
Environment Product Declarations (EPD)	Total	Sept. 30 th	No.	1.240	1.168	6,2%	
Share of "Full-Scale Life Cycle Assessment (LCA)" revenue	Total	Fiscal Year	% of total rev- enue (Sales to 3rd. parties) ¹	79 %	70%	13.0%	
Share of "Environment Product Declara- tions (EPD)" revenue	Total	Fiscal Year	% of total rev- enue (Sales to 3rd. parties) ¹	71 %	71%	-0.9%	
Rate of products by revenue that contain IEC 62474-declarable substances ²	Total	Fiscal Year	% of total rev- enue (Sales to 3rd. parties)	67 %	n. a.		SASB RT-EE- 410a1
SOCIAL							
Working for Siemens³							
Siemens employees	Total	Sept. 30 th	No. (rounded)	303,000	293,000	3.4%	GRI 102-7, SASB RT- EE_000B

¹ We consider the revenue of a business unit in relation to Siemens revenue once we have carried out at least one "Full-Scale LCA" or "EPD" for their products or systems.
No product-related coverage is calculated.

² Siemens without SHS.

³ All employee data in this section are based on headcount and include Varian.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Employee Structure	EMEA	Sept. 30 th	% of total employees	56.4%	58.8%	-4.1%	GRI 102-8
	Americas	Sept. 30 th	% of total employees	20.5%	19.3%	6.2%	GRI 102-8
	Asia / Australia	Sept. 30 th	% of total employees	23.2%	21.9%	5.9%	GRI 102-8
	age group < 35	Sept. 30 th	% of total employees	29.6%	29.6%	0.0%	GRI 102-8, WEF
	age group 35 – 44	Sept. 30 th	% of total employees	29.9%	29.7%	0.7%	GRI 102-8, WEF
	age group 45 – 54	Sept. 30 th	% of total employees	23.5%	23.9%	-1.7%	GRI 102-8, WEF
	age group > 54	Sept. 30 th	% of total employees	17.0%	16.8%	1.2%	GRI 102-8, WEF
	Blue-collar Workers	Sept. 30 th	% of total employees	17.4%	18.7%	-7.0%	GRI 102-8, WEF
	White-collar Workers	Sept. 30 th	% of total employees	82.6%	81.3%	1.6%	GRI 102-8, WEF
Average number of employees	Total	Fiscal Year	No.	295,582	294,468	0.4%	GRI 102-7, WEF
Average age of employees	Total	Sept. 30 th	Years	42	41	2.4%	GRI 102-8
Employee nationalities	Total	Sept. 30 th	No.	167	168	-0.6%	GRI 405-1
Female employees	Total	Sept. 30 th	% of total employees	26.7%	26.2%	1.9%	GRI 102-8, WEF
	EMEA	Sept. 30 th	% of total employees	25.8%	25.3%	2.0%	GRI 102-8, WEF
	Americas	Sept. 30 th	% of total employees	28.2%	27.6%	2.2%	GRI 102-8, WEF
	Asia / Australia	Sept. 30 th	% of total employees	27.7%	27.4%	1.1%	GRI 102-8, WEF
	Total	Sept. 30 th	No. (rounded)	29,900	27,200	9.9%	
Employees in management positions ¹	Women	Sept. 30 th	% of total management positions	19.6%	18.4%	6.5%	GRI 102-8, WEF
Employees with permanent working contract	Total	Sept. 30 th	% of total employees	94.0%	93.7%	0.3%	GRI 102-8, WEF
Hirings	Total	Fiscal Year	No. (rounded)	34,400	25,200	36.5%	GRI 401-1, WEF
	EMEA	Fiscal Year	No. (rounded)	13,700	11,700	17.1%	GRI 401-1, WEF
	Americas	Fiscal Year	No. (rounded)	10,600	7,500	41.3%	GRI 401-1, WEF
	Asia / Australia	Fiscal Year	No. (rounded)	10,100	6,000	68.3%	GRI 401-1, WEF
	Women – Total	Fiscal Year	No. (rounded)	10,200	7,400	37.8%	GRI 401-1, WEF
	No / other gender entry (miscellaneous)	Fiscal Year	No.	12	n. a.		GRI 401-1, WEF

¹ Employees in management positions include all managers with disciplinary responsibility.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Hiring Rate	Total	Fiscal Year	% of average number of employees	11.6%	8.6%	34.9%	GRI 401-1, WEF
	EMEA	Fiscal Year	% of average number of employees EMEA	8.0%	6.8%	17.6%	GRI 401-1, WEF
	Americas	Fiscal Year	% of average number of employees Americas	18.1%	13.2%	37.1%	GRI 401-1, WEF
	Asia / Australia	Fiscal Year	% of average number of employees Asia / Australia	15.4%	9.4%	63.8%	GRI 401-1, WEF
	Women	Fiscal Year	% of average number of female employees	13.2%	9.7%	36.1%	GRI 401-1, WEF
	Men	Fiscal Year	% of average number of male employees	11.0%	8.1%	35.8%	GRI 401-1, WEF
	age group < 35	Fiscal Year	% of average number employees in age group	26.8%	18.8%	42.6%	GRI 401-1, WEF
	age group 35 – 44	Fiscal Year	% of average number employees in age group	7.8%	6.0%	30.0%	GRI 401-1, WEF
	age group 45 – 54	Fiscal Year	% of average number employees in age group	4.4%	3.4%	29.4%	GRI 401-1, WEF
	age group > 54	Fiscal Year	% of average number employees in age group	2.3%	2.0%	15.0%	GRI 401-1, WEF
Female employees new hired	Total	Fiscal Year	% of new hires	30.2%	29.7%	1.7%	GRI 401-1, WEF
	EMEA	Fiscal Year	% of new hires	28.6%	28.6%	0.0%	GRI 401-1, WEF
	Americas	Fiscal Year	% of new hires	33.5%	32.2%	4.0%	GRI 401-1, WEF
	Asia / Australia	Fiscal Year	% of new hires	28.9%	28.7%	0.7%	GRI 401-1, WEF
Disabled employees	Germany	Sept. 30 th	No. (rounded)	5,000	5,400	- 7.4%	GRI 405-1, WEF

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Turnover Rate ¹	Total	Fiscal Year	% of average number of employees	9.7%	8.4%	15.5%	GRI 401-1, WEF
	Decision employee	Fiscal Year	% of average number of employees	4.7%	3.5%	34.3%	
	Other reasons (= not decision empl.)	Fiscal Year	% of average number of employees	5.0%	4.8%	4.2%	
	Dismissals	Fiscal Year	% of number of total exits	11.3%	14.5%	-22.1%	
	Retiring expected within next 5 years ²	Sept. 30 th	% of total number employees	10.3%	10.0%	3.0%	
Employees – use of working hour programs	Part-time	Sept. 30 th	No. (rounded)	13,800	13,900	-0.7%	GRI 102-8
	On leave of absence	Sept. 30 th	No. (rounded)	6,300	6,200	1.6%	
Employees represented by an independent trade union or covered by collective bargaining agreements	Germany	Sept. 30 th	No. (rounded)	83,600	87,700	-4.7%	GRI 102-41
	Germany	Sept. 30 th	% of total German employees	97.7	97.8	-0.1%	GRI 102-41
Average weekly standard working hours ³	Total	Sept. 30 th	Hours	39.5	39.3	0.5%	
	EMEA	Sept. 30 th	Hours	38.0	37.9	0.3%	
	Americas	Sept. 30 th	Hours	41.0	41.1	-0.2%	
	Asia / Australia	Sept. 30 th	Hours	41.9	41.5	1.0%	
Talent Entry Programs							
Siemens CEO* Program	Community Total	Sept. 30 th	No.	26	35	-25.7%	GRI 404-2, WEF
	Active participants	Sept. 30 th	No.	5	5	0.0%	GRI 404-2, WEF
Siemens Finance Excellence Program (FEP)	Community Total	Sept. 30 th	No.	68	76	-10.5%	GRI 404-2, WEF
	Active participants	Sept. 30 th	No.	7	10	-30.0%	GRI 404-2, WEF
Siemens Graduate Program (SGP)	Community Total	Sept. 30 th	No.	910	1,134	-19.8%	GRI 404-2, WEF
	Active participants	Sept. 30 th	No.	76	64	18.8%	GRI 404-2, WEF
Employee Share programs							
Employees participating in the Siemens employee share plans	Total (w/o SHS)	Fiscal Year	No. (rounded)	100,700	102,600	-1.9%	GRI 401-2
Participation rate of employee share plans	Total (w/o SHS)	Fiscal Year	% of employees ⁴	45%	44%	2.3%	GRI 401-2
	Siemens Healthineers AG	Fiscal Year	% of Siemens Healthineers AG employees	52%	50%	4.2%	GRI 401-2

¹ Turnover rate is defined as the ratio of voluntary and involuntary exits from Siemens during the fiscal year to the average number of employees.

² Estimated retiring age 63 years.

³ Contractually agreed weekly working hours at the end of the business year.

⁴ Based on employees with eligibility to share plans.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Pensions ¹							
	Total	Fiscal Year	Million €	3,974	5,451	-27.1%	GRI 401-2
Contributions to defined benefit plans, state plans and defined contribution plans	Contributions to defined contribution plans	Fiscal Year	Million €	484	710	-31.8%	GRI 401-2
	Contributions to state plans	Fiscal Year	Million €	1,449	1,844	-21.4%	GRI 401-2
	Employer contributions to defined benefit plans	Fiscal Year	Million €	2,041	2,898	-29.6%	GRI 401-2
Training and development							
Apprentices and dual students	Total	Sept. 30 th	No. (rounded)	6,700	6,800	-1.5%	GRI 404-2
	Outside of Germany	Sept. 30 th	No. (rounded)	2,000	2,000	0.0%	GRI 404-2
	Germany	Sept. 30 th	No. (rounded)	4,700	4,800	-2.1%	GRI 404-2
	Germany – internals	Sept. 30 th	No. (rounded)	3,700	3,900	-5.1%	GRI 404-2
	Germany – for third parties	Sept. 30 th	No. (rounded)	1,000	900	11.1%	GRI 404-2
	Germany – new internals starting in fiscal year	Fiscal Year	No.	1,085	1,161	-6.5%	GRI 404-2
Average number of interns/students with an educational/learning target (e.g. mandatory internship, doctoral student)	Total	Fiscal Year	No.	788	767	2.7%	GRI 404-2
International Tech development programs	Participants	Fiscal Year	No.	45	51	-11.8%	GRI 404-2, WEF
	Number of home countries of participants	Fiscal Year	No.	17	15	13.3%	GRI 404-2, WEF
Spend on education (apprenticeship)	Total	Fiscal Year	Million €	153.1	159.0	-3.7%	GRI 404-2, WEF
Spend on employee training	Total	Fiscal Year	Million €	164.8	161.9	1.8%	GRI 404-2, WEF
Spend on employee education and training	Total	Fiscal Year	Million €	317.9	320.9	-0.9%	GRI 404-2, WEF
Spend on employee training per employee	Total	Fiscal Year	€	573	551	4.0%	GRI 404-2, WEF
Spend on employee training per full time employee	Total	Fiscal Year	€	581	559	3.9%	GRI 404-2, WEF
Average training hours per employee	Total	Fiscal Year	No.	22	17	29.4%	GRI 404-1, WEF
	Digital learning	Fiscal Year	No.	19	11	72.7%	GRI 404-1, WEF
	On-site training	Fiscal Year	No.	3	6	-50.0%	GRI 404-1, WEF
	Women	Fiscal Year	No.	22	17	29.4%	GRI 404-1, WEF
	Men	Fiscal Year	No.	22	17	29.4%	GRI 404-1, WEF
	Blue-collar Workers	Fiscal Year	No.	12	7	71.4%	GRI 404-1, WEF
	White-collar Workers	Fiscal Year	No.	24	19	26.3%	GRI 404-1, WEF

¹ Contains data from the discontinued Flender business and the new acquired Varian business.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Growth rate of learning hours to base year	Total	Fiscal Year	% to base year (2020)	28 %	n. a.		GRI 404-1, WEF
	Digital learning	Fiscal Year	% to base year (2020)	71 %	n. a.		GRI 404-1, WEF
Siemens Core Learning Paths (CLP)	Total	Fiscal Year	No.	28	44	- 36.4 %	GRI 404-2, WEF
Modules in Siemens digital global learning platform "My Learning World"	Total	Fiscal Year	No. (rounded)	100,000	59,000	69.5 %	GRI 404-2, WEF
Siemens Potential-Development Programs (PDP)	Total	Fiscal Year	No.	34	32	6.3 %	GRI 404-2, WEF
Occupational health & safety							
Fatalities – work related	Total	Fiscal Year	No.	4	1	300.0 %	GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	2	0		GRI 403-9, WEF
	Employees	Fiscal Year	No.	0	0		GRI 403-9, WEF
	Contractors	Fiscal Year	No.	2	1	100.0 %	GRI 403-9, WEF
Fatality Rate – work related ²	Total ¹	Fiscal Year	No.	0.001	0.000		GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	0.007	0.000		GRI 403-9, WEF
	Employees	Fiscal Year	No.	0.000	0.000		GRI 403-9, WEF
High-consequence work-related injuries (excluding fatalities) ³	Total	Fiscal Year	No.	22	n. a.		GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	1	n. a.		GRI 403-9, WEF
	Employees	Fiscal Year	No.	21	n. a.		GRI 403-9, WEF
High-consequence injuries rate ⁴	Total	Fiscal Year	No.	0.007	n. a.		GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	0.003	n. a.		GRI 403-9, WEF
	Employees	Fiscal Year	No.	0.008	n. a.		GRI 403-9, WEF
Recordable injuries	Total	Fiscal Year	No.	1,572	n. a.		GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	247	n. a.		GRI 403-9, WEF
	Employees	Fiscal Year	No.	1,325	n. a.		GRI 403-9, WEF
Total recordable injuries rate ⁵	Total	Fiscal Year	No.	0.510	n. a.		GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	0.828	n. a.		GRI 403-9, WEF
	Employees	Fiscal Year	No.	0.476	n. a.		GRI 403-9, WEF

¹ Fatality Rate w/o contractors² Number of fatalities x 200,000 / working hours.³ SHS changed their event reporting method for some countries within the reporting period and therefore this KPI might be incomplete.⁴ Number of high-consequence injuries x 200,000 / working hours.⁵ Number of Recordable injuries x 200,000 / working hours.

Sustainability Key Performance Indicators (KPIs)		Fiscal/ September 30 th	Unit	FY 2021	FY 2020	+/-	Standard
Lost time injuries (LTI)	Total	Fiscal Year	No.	856	907	-5.6%	GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	115	110	4.5%	GRI 403-9, WEF
	Employees	Fiscal Year	No.	741	797	-7.0%	GRI 403-9, WEF
Lost time injury frequency rate (LTIFR) ¹	Total	Fiscal Year	No.	0.278	0.303	-8.3%	GRI 403-9, WEF
	Temporary Workers	Fiscal Year	No.	0.385	0.680	-43.3%	GRI 403-9, WEF
	Employees	Fiscal Year	No.	0.266	0.281	-5.3%	GRI 403-9, WEF
Occupational Illness cases	Essential Countries	Fiscal Year	No.	78+x²	n. a.		GRI 403-10, WEF
Occupational Illness frequency rate (OIFR)	Essential Countries	Fiscal Year	No.	n. a.³	n. a.		
Fatalities due to occupational Illness	Essential Countries	Fiscal Year	No.	8+x²	n. a.		
Rate of employees covered with OHS MS certificate	Total	Sept. 30 th	% of total number employees	59.5%	n. a.		WEF
Corporate Citizenship							
Donations	Total	Fiscal Year	Million €	28.5	33.7	-15.3%	GRI 201-1, WEF
	Total	Fiscal Year	% of Net Income	0.4%	0.8%	-46.9%	GRI 201-1, WEF
	EMEA	Fiscal Year	Million €	12.4	19.5	-36.4%	GRI 201-1, WEF
	Americas	Fiscal Year	Million €	7.1	9.0	-20.6%	GRI 201-1, WEF
	Asia /Australia	Fiscal Year	Million €	9.0	5.2	74.0%	GRI 201-1, WEF
Sponsoring social programs (e.g. arts and education)	Total	Fiscal Year	Million €	12.1	n. a.		GRI 201-1, WEF
	EMEA	Fiscal Year	Million €	7.3	n. a.		GRI 201-1, WEF
	Americas	Fiscal Year	Million €	3.3	n. a.		GRI 201-1, WEF
	Asia /Australia	Fiscal Year	Million €	1.5	n. a.		GRI 201-1, WEF
	Total	Fiscal Year	Million €	40.6	n. a.		GRI 201-1, WEF
Community investment total	Total	Fiscal Year	% of Net Income	0.6%	n. a.		GRI 201-1, WEF
	EMEA	Fiscal Year	Million €	19.7	n. a.		GRI 201-1, WEF
	Americas	Fiscal Year	Million €	10.5	n. a.		GRI 201-1, WEF
	Asia /Australia	Fiscal Year	Million €	10.5	n. a.		GRI 201-1, WEF
	Total	Fiscal Year	Million €	40.6	n. a.		GRI 201-1, WEF

¹ Number of Lost Time Cases (LTC) x 200,000/working hours. LTC are accidents that results in at least one lost working day.

² Due to changes in the IT systems of German workers compensation board, the number can't be calculated completely.

³ Due to changes in the IT systems of German workers compensation board, the OIFR can't be calculated.

Sustainability Key Performance Indicators (KPIs)		Fiscal Year/ September 30 th	Unit	FY 2021	FY 2020	+/-
DEGREE FRAMEWORK – KPI OVERVIEW (figures generally without Siemens Healthineers)						
Decarbonization						
CO ₂ Emission Scope 1 + 2	Total (incl. SHS)	Fiscal Year	1,000 metric tons of CO ₂ equivalents	595	678	– 12.2 %
Supply Chain: Emission reduction to base year	Total (w/o SHS)	Fiscal Year	% to base year (2020) ¹	0.6 %	n. a.	
Ethics						
Quota of participants of Business conduct guideline training (since FY 2020)	Total (w/o SHS)	up to Sept. 30 th	% of total number of employees	76 %	n. a.	
Governance						
Resource efficiency						
Quota of product families with robust eco-design	Total (w/o SHS)	Fiscal Year	% of relevant revenue ²	26 %	n. a.	
Purchase quota – Secondary material for metals	Total (w/o SHS)	Fiscal Year	% of relevant purchase volume	38 %	n. a.	
Purchase quota – Secondary material for plastics	Total (w/o SHS)	Fiscal Year	% of relevant purchase volume	< 1.0 %	n. a.	
Landfill waste (w/o other disposal and w/o construction waste)	Total (w/o SHS)	Fiscal Year	1,000 tons	7.0	n. a.	
Equity						
Female share in Top Management	Total (w/o SHS)	Sept. 30 th	% of persons in Top Management	27.5 %	22.7 %	21.1 %
Share of employees with access to Siemens employee share plans	Total (w/o SHS)	Fiscal Year	% of total number of employees ³	98 %	n. a.	
Employability						
Digital learning hours per employee	Total (w/o SHS)	Fiscal Year	No.	17	7	142.9 %
Level of access to employee assistance program	Total (w/o SHS)	Sept. 30 th	% of total number of employees	87 %	82 %	6.1 %
Improvement in global LTIFR ⁴ to base year	Total (w/o SHS)	Fiscal Year	% to base year (2020)	13 %	n. a.	

¹ Base year 2020 is calculated w/o individual supplier emission data.

² In FY 2021 we had a revenue share of products being in scope of the robust eco design criteria of 55 % of the total Siemens without SHS revenue.

³ Where legally possible and reasonable.

⁴ Number of recordable injuries x 200,000 / working hours.

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Annex



7.1

Reporting methodology

Sustainability is a fundamental principle that guides our every action. The Sustainability Report 2021 supplements our financial reporting in fiscal 2021. This chapter describes the key elements of our sustainability reporting.

Reporting approach

The Sustainability Report 2021 explains the strategy, organization, initiatives, programs, management systems, measures, and goals of sustainable corporate governance. It supplements the financial reporting provided in the current Annual Report and updates the financial reporting from the previous year. It also documents the progress we have made in the implementation of the Ten Principles of the United Nations Global Compact, as well as the United Nations CEO Water Mandate and the Task Force on Climate-Related Financial Disclosures.

This report has been prepared in accordance with the GRI Standards Comprehensive Option, as well as the anti-corruption reporting recommendations of the Global Compact and Transparency International. Our reporting of human rights activities is based on the UN Guiding Principles (UN GP) Reporting Framework and the corresponding guidelines. All figures of the Environmental Portfolio are reported in accordance with the principles set forth in the chapter on Environmental Portfolio reporting principles.

➤ ENVIRONMENTAL PORTFOLIO REPORTING PRINCIPLES.

Reporting period and report boundaries

This report refers to the Siemens 2021 fiscal year (October 1, 2020, to September 30, 2021). Any exceptions are indicated as such. In general, all our fully consolidated companies are covered by the report. Only the company Varian Medical System Inc.

acquired in April 2021 is not included in the numbers, with a few exceptions. Varian's numbers are only included in the key indicators that are also presented in the Annual Report, such as revenues and the number of employees. These instances are noted in the report. Thus, the numbers of the Flender Group, which was removed from the basis of consolidation in March 2021, are not included in the numbers for fiscal 2021. The Flender numbers had still been presented in fiscal 2020. Minority interests are not included in the report, as a general rule. Unless otherwise noted, the key indicators and information reported below relate to the company's continuing operations. Some management approaches do not cover all Siemens entities or parts of the organization. Some parts of the Siemens organization may have introduced specific programs or initiatives that differ from the general approaches described in this report. Nonetheless, they are consistent with the DEGREE framework and the global non-financial programs and initiatives of Siemens.

Data collection

Given the size and worldwide presence of Siemens, data collection poses a logistical challenge. Moreover, our companies throughout the world must comply with national regulations concerning the compilation and definition of their key figures, which means that the generated data is not always comparable. Where applicable, we point out any significant limitations in the information presented in the report. Generally speaking, there are no standards applicable to all companies for the information published in the report. This applies in particular to certain financial indicators including the revenue attributable to the Environmental Portfolio, for example. As a result, the data published by us may not be comparable with

the data published by other companies under the same or similar designations.

The data presented in this report is collected via various internal reporting systems which are for the most part different from those used to collect the financial information presented in our consolidated financial statements. In particular, the internal reporting systems used to collect the information presented in this report may be subject to less stringent internal documentation, data generation, and audit requirements, also with respect to the IT systems and controls employed. We reserve the right to change the internal guidelines applicable to the collection of the data published in this report without prior notice. Due to rounding, some of the numbers presented in this report may not add up exactly to the presented totals and percentages may not exactly reflect the absolute figures to which they refer.

Methodology: environmental reporting and collection of environmental data

Within our environmental information system, we evaluated 237 reports from locations in all relevant countries in which defined threshold values for environmental management parameters such as energy usage, resource usage, and emissions were exceeded in fiscal 2021. We use absolute values such as energy consumption in gigajoules to measure and monitor our environmental impacts. We report environmental data for continued operations. Values have been extrapolated to 100% coverage in order to reflect total consumption. The extrapolation is conducted on the basis of the area not covered in the reporting system. The difference represents a share of 18%. In fiscal 2021, we adjusted the methodology applied to calculate the primary and secondary energy of the extrapolated locations and refined the value by application of internal extrapolation factors. The prior-year values were adjusted to reflect the new methodology to ensure comparability.

We monitor our environmental impacts for all environmentally relevant office and production sites

on the basis of environmental data collected on a quarterly basis.

Collection of data on selected areas of impact (business-to-society contributions)

Strengthening the economy – Economic impact

An external service provider has analyzed global gross value-added (measured as the contribution to gross domestic product [GDP]) and the related employment (expressed as number of jobs) and assessed the impact of the global business activities of Siemens. Gross value-added is a measure of the value generated in the economy and represents the difference between the value of goods and services sold and the value of the goods and services used as an input to their production. Generally speaking, this value corresponds to GDP at the company level and sector level. The sum of the gross value-added contributions of all economic sectors is equivalent to a country's GDP. The contribution to GDP and employment is divided into three levels:

- Direct contribution: The increase in GDP and employment resulting from the supply of Siemens' goods and services.
- Supply chain spend contribution (indirect): The worldwide increase in GDP and employment caused by Siemens' demand for goods and services from its global suppliers and their suppliers. This is often referred to as the "indirect contribution."
- Employee spend contribution (induced): The worldwide increase in GDP and employment in the wider economy resulting from the spending of salary and wages by employees of Siemens and its suppliers. This is often referred to as the "induced contribution."

This analysis was initially conducted in 2015 and updated in fiscal 2019 for Siemens excluding Siemens Energy. The direct contributions were calculated on the basis of Siemens data. The indirect and induced contributions were estimated with the aid of a macroeconomic model (PwC Escher). The reference period for the collection of the data presented in the chapter [↗ OUR MOST IMPORTANT AREAS OF IMPACT](#) was fiscal year 2019.

Improving quality of life:**Access to healthcare**

Based on the World Bank definition of low-income and lower-middle-income economies, plus the specific additions in Africa and conflict regions in the Middle East defined by Siemens Healthineers, 90 countries of the world have inadequate healthcare. Touchpoints are calculated with reference to the installed base of imaging and advanced therapy equipment and the number of laboratory tests sold. Based on available usage data and expert estimates, the assumptions applied in performing the calculations are an average number of 2,800 touchpoints per year per installed unit and an average number of 3.6 laboratory tests per touchpoint.

Improving quality of life:**AI-supported products**

AI-supported products are commercial products containing at least one identifiable and differentiating AI-supported component. AI-supported products with similar core technologies but various deployment scenarios (e.g., cloud versus workstation, live versus postprocessing) are counted as separate units.

Independent assurance

Our sustainability reporting is subject to high quality standards. As in the previous years, therefore, we commissioned an independent audit firm to conduct a limited assurance of our Sustainability Report 2021. The results of the assurance conducted by Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft are presented in the chapter [↗ INDEPENDENT AUDITOR'S LIMITED ASSURANCE REPORT](#).

7.2

Environmental Portfolio reporting principles

Environmental Portfolio Guideline

Because there were no generally accepted international standards addressing the identification and reporting of so-called “green products” until the introduction of the EU Taxonomy Regulation as of January 1, 2022, we report the revenue generated from our Environmental Portfolio and the resulting accumulated annual reduction of carbon dioxide emissions achieved at our customers in accordance with the internal regulations defined in our Environmental Portfolio Guideline. Beginning in 2022, key figures on sustainable activities will be reported in accordance with the new EU Taxonomy.

This Siemens Guideline sets out criteria and processes for the qualification of elements for the Environmental Portfolio, defines the roles and responsibilities as well as the processes to account for annual customer reduction of carbon dioxide emissions, and refers to the financial reporting guidelines for the recognition of revenue. It is based on the Reporting Principles set forth in “A Corporate Accounting and Reporting Standard – Revised Edition” and the “GHG Protocol for Project Accounting” issued by the Greenhouse Gas Protocol Initiative. These principles are: relevance, completeness, consistency, transparency, accuracy, and conservativeness. The revenue generated from the Environmental Portfolio is in accordance with the revenue recognition policies explained in [NOTE 2 IN 8.6 NOTES](#) within the Consolidated Financial Statements for fiscal 2021.

Scope of reporting

The Environmental Portfolio-related key performance indicators are revenue and the reduction of our customers’ carbon dioxide emissions attributable to elements of the Siemens Environmental Portfolio.

The reduction of our customers’ carbon dioxide emissions is calculated by comparing the Environmental Portfolio elements with a reference solution. The annual carbon dioxide reduction achieved in the reporting year is calculated on the basis of technical parameters (such as installed capacity in megawatts in the reporting year or operating hours). For all Environmental Portfolio elements sold in a reporting year, the annual reductions are added up to calculate the annual reduction of our customers’ carbon dioxide emissions at the end of that year.

Our Environmental Portfolio elements are typically long-lasting products (such as motors) or infrastructure elements such as trains that contribute to the reduction of carbon dioxide emissions not only in the reporting year, but for many years. For this reason, we also calculate the accumulated annual reduction of our customers’ carbon dioxide emissions. The accumulated annual reduction of carbon dioxide emissions is calculated as the reduction of our customers’ carbon dioxide emissions that can be attributed to the Environmental Portfolio elements installed in the current reporting period (see above), plus the elements installed since the beginning of fiscal 2002 that are still in use by the customer. If elements installed in previous reporting periods are no longer in use, they are no longer included in the calculation of the accumulated annual reduction of carbon dioxide emissions in the respective reporting period.

For the Environmental Portfolio elements installed in a given reporting period, we include the reduction of carbon dioxide emissions over the entire reporting period, irrespective of the actual date of installation during the year of first-time recognition.

Governance – Processes and definitions

The qualification and reporting of our Environmental Portfolio elements are based on clearly defined processes and criteria.

In principle, the products, systems, solutions, and services of the Siemens operating units in the industrial business can qualify for the Environmental Portfolio. The entire Siemens industrial business portfolio is reviewed every year to ensure the appropriate qualification of Environmental Portfolio elements based on the criteria described in the following. Newly integrated elements are included in the report as of the date when they were added. Elements that no longer fulfill our qualification criteria are removed from the Environmental Portfolio; prior reporting periods are not adjusted.

Before being added to the Environmental Portfolio, potential new Environmental Portfolio elements are subjected to a multilevel internal evaluation process and reviewed by the respective Siemens entities and the Sustainability Department.

Within this process, Siemens verifies the completeness of documentation supporting the fulfillment of the qualification criteria. It also looks for any significant adverse impacts. If adverse impacts are found, it must be determined whether a potential Environmental Portfolio element, despite fulfilling the qualification criteria, could possibly have much greater impacts on the environment elsewhere in the element's lifecycle. If significant adverse impacts are identified, the corresponding element is not added to the Environmental Portfolio.

If the revenue generated from an Environmental Portfolio element cannot be accurately separated from our total revenue, the respective revenue is not presented and reported due to the principle of conservativeness.

The Siemens Sustainability Board chaired by Siemens Managing Board member and Chief Sustainability Officer Judith Wiese confirms any changes made to the composition of the Environmental Portfolio every year. Another task of the Sustainability Board is to discuss potential concerns of external stakeholders with regard to the addition or removal of certain technologies to or from the Environmental Portfolio.

Criteria for the addition of elements to the Environmental Portfolio

An Environmental Portfolio element can be a product, system, solution, or service, as defined above.

If all the products, systems, solutions, or services of a Siemens organizational unit meet one of the selection criteria, this unit may be considered in its entirety as an Environmental Portfolio element.

Furthermore, a core component of a system or solution may qualify as an Environmental Portfolio element if the component provided by Siemens is key to enabling the system or solution to generate an environmental benefit. This means that the environmental functionality of the overall system or solution cannot be achieved without the component provided by Siemens. Examples of core components qualifying as elements of the Siemens Environmental Portfolio are transformers for wind farms.

Service types are differentiated between "product-related services" and "value-added services." If a Siemens product, system, or solution qualifies as an Environmental Portfolio element, the revenue and where applicable, the annual reduction of our customers' carbon dioxide emissions attributable to "product-related services" are generally accounted for

and reported in connection with the relevant Environmental Portfolio element. In the case of “value-added services,” the revenue and where applicable, the annual reduction of our customers’ carbon dioxide emissions are only accounted for and reported if the service itself qualifies as an Environmental Portfolio element by meeting one of the selection criteria described below.

To qualify for inclusion in the Environmental Portfolio, an element must meet one of the following selection criteria. Products, systems, solutions, and services to be used for military or nuclear power purposes are not included in the Environmental Portfolio.

Energy efficiency

The criterion for energy efficiency is an improvement in energy efficiency of 20% or more during the customer use phase compared to the applicable baseline, or a reduction of at least 100,000 metric tons of carbon dioxide equivalents per reporting period in the customer use phase compared to the applicable baseline. If an energy efficiency increase can only be reasonably defined as reduction of dissipation losses, a 20% reduction of dissipation loss would also qualify products for our Environmental Portfolio.

Examples of products and systems that meet the abovementioned energy efficiency criteria include smart building technology systems (reducing carbon dioxide emissions by at least 100,000 metric tons per reporting period) and passenger and freight rail transport (20% efficiency improvement).

Renewable energy

This criterion is met by technologies in the field of renewable energy sources or smart grid¹ applications and their respective core components. The renewable energy criterion covers technologies for power generation from wind and biomass, for example.

Examples of such Environmental Portfolio elements include smart metering and grid applications.

Determination of the reference solution: Baseline methods

Energy efficiency and the annual reduction of our customers’ carbon dioxide emissions are determined by comparison with a reference solution (baseline). There are three different options for determining the reference solution: before-and-after comparison, direct comparison with a reference technology, or comparison with the installed base. The final decision as to which baseline is to be applied is made by the respective unit:

Before-and-after comparison

A before-and-after comparison refers to the determination of the difference between an initial situation at the customer and the situation after installation of Siemens products, systems, solutions, or services. A before-and-after comparison presupposes the presence of previously existing products, systems, solutions, or services at the customer, the characteristics of which are improved or replaced by the use of Siemens products, systems, solutions, or services. It makes sense to apply such a comparison when the energy consumption of a building is improved, for example.

¹ According to the National Institute of Standards and Technology (NIST) – Smart Grid Interoperability Standards Project (USA), the term smart grid “refers to a modernization of the electricity delivery system so that it monitors, protects, and automatically optimizes the operation of its interconnected elements – from central and distributed generation through the high-voltage transmission network and the distribution system to industrial users and building automation systems, to energy storage installations and to end-use consumers and their thermostats, electric vehicles, appliances, and other household devices.”

Direct comparison with a reference technology

Direct comparison with a reference technology refers to the difference between Siemens products, systems, solutions, or services and either an appropriate other technology or predecessor system. Direct comparison with a reference technology presupposes the existence of alternative or predecessor products, systems, solutions, or services in the market, which are employed for the same or a similar purpose. An example is the comparison of passenger or freight rail transport with air or road transport.

Comparison with the installed base

Comparison with the installed base refers to the difference between the Siemens products, systems, solutions, or services and an average of several installations employed for the same or a similar purpose. Comparison with an installed base presupposes the availability of global or regional average data on several installed products, systems, solutions, or services employed for the same or a similar purpose. An example is the comparison between motors with frequency converters and motors without frequency converters.

When calculating emission reductions compared to the baseline, we consider either direct savings (due to the use of efficient motors, for example) or the indirect effects that occur when different products in a system interact and generate emission reductions (such as building automation components, for example). If Siemens only delivers core components but not the entire system, the annual reduction of carbon dioxide emissions by the customer is calculated for these parts.

The baselines are reviewed annually and modified when necessary, such as when statistical data on the installed base must be updated due to technical innovations or regulatory changes.

The calculation of the reduction of carbon dioxide emissions is based on a specific comparison for every relevant Environmental Portfolio element with a baseline. For this calculation, we focus on those elements that have a material impact on the overall reduction of carbon dioxide emissions.

Emission factors considered for calculating the annual reduction of carbon dioxide emissions

For some emission reduction calculations, the baseline reference for the installed base is determined using known global emission factors such as those for power production. The baselines used for our calculations are mainly based on data from the International Energy Agency (IEA) for gross power production and grid losses, data from the Intergovernmental Panel on Climate Change (IPCC) for fuel-based emission factors, and our own assessments of power production efficiency.

The most relevant emission factors applied in 2021 are:

Category	Emission factor (g CO ₂ /kWh)	Baseline for Environmental Portfolio elements
Global power generation from all primary energy carriers	519	Energy conversion
Global power generation from fossil energy carriers	809	Renewable energy
Use of electricity (including transmission losses)	558	All kinds of electricity use except trains

Source: IEA (IEA World Energy Outlook 2020 with 2020 factors for the current year and 2019 factors for the previous year), own calculations.

For consistency reasons, we generally apply global emission factors for calculating emission reductions unless the specific conditions of a solution require the application of local emission factors. For example, we apply the emission factor 558 g/kWh for the use of electricity, based on the global energy generation from all primary energy carriers, as the baseline for calculating the annual reduction of carbon dioxide emissions attributable to frequency converters.

Generally, our approach includes all greenhouse gases covered by the Kyoto Protocol. We consider carbon dioxide as the only relevant greenhouse gas with respect to power generation and electrical applications; however, we include other greenhouse gases in our calculations if they occur in technical applications.

For some Environmental Portfolio elements, we do not know the exact parameters of use by our customers. In these cases, therefore, we apply internal and external expert estimates, with due regard to the principle of conservatism.

Estimates applied for reporting purposes

To date, there are no generally valid international standards applicable to all companies for the qualification of products, systems, solutions, and services for environmental and climate protection or for the registration and calculation of the revenues and the quantity of carbon dioxide emission reductions attributable to such products, systems, solutions, and services.

Therefore, the inclusion of elements in the Environmental Portfolio is based on criteria, methodologies, and assumptions that other companies and stakeholders may view differently. Factors that could give rise to such differences include the choice of baseline methodology to be applied, the

application of global emission factors that could differ from local conditions, use patterns at customers that may be different from standard use patterns applied for calculating the reduction of carbon dioxide emissions, the assessment of the service life of the Environmental Portfolio elements, internal assessments of our own production efficiency factors, the share of a core component, and expert estimates if no other data is available.

As a result, the revenue from our Environmental Portfolio and the reduction of our customers' annual carbon dioxide emissions may not be comparable with the data published by other companies under the same or similar designations. We report the annual reduction of carbon dioxide emissions in the period when the Environmental Portfolio element was installed. The installation period is defined by milestones or determined on the basis of estimated construction phases. This may differ from the timing of revenue recognition.

In addition, the revenue generated from our Environmental Portfolio and the reduction of our customers' annual carbon dioxide emissions are subject to internal documentation and review requirements which are less complex than those applied to our financial information. We may change our policies for the recognition of revenue from our Environmental Portfolio and the reduction of our customers' annual carbon dioxide emissions in the future without prior notice.

7.3

Task Force on Climate-Related Financial Disclosures (TCFD)

The Task Force on Climate-Related Financial Disclosures of the G20 Financial Stability Board released a voluntary framework for companies to report their own climate-related risks and opportunities and disclose the corresponding information to investors, lenders, insurers, and other stakeholders. This Annex provides an overview of the activities conducted by Siemens on the basis of these recommendations and refers to sources with additional information.

Our climate action governance

Governance on the Managing Board level

All strategic sustainability activities are overseen by our Chief Sustainability Officer (CSO). The CSO is a member of the Siemens Managing Board and chairs the Siemens Sustainability Board (SSB), which consists of representatives of the businesses, countries, and units with governance responsibilities (technical and professional functions). The SSB is the central steering committee for the strategic development of sustainability at Siemens, and makes decisions regarding key sustainability matters. Where necessary, the Managing Board addresses sustainability-related risks and opportunities of strategic and company-wide importance, and adopts appropriate measures. At quarterly meetings, the SSB discusses and defines strategic sustainability topics, such as the decision to become carbon-neutral by 2030. The SSB is therefore also responsible for our strategic measures in the areas of sustainability and climate protection along the entire value chain. For example, it was the Managing Board that adopted the DEGREE sustainability framework in fiscal 2021. The DEGREE framework outlines the material topics for Siemens within which we have set ambitious goals, including the decarbonization of Siemens' own operations (Scope 1 and 2) and the company's upstream supply chain (Scope 3). Climate change

was again regularly addressed during this reporting year at the meetings of the SSB. Results include the successful adoption of a 1.5°C-aligned climate target, which has been validated by the Science Based Targets Initiative (SBTi), as well as the operationalization of the DEGREE framework and the materiality analysis as the basis for the further development of the company's sustainability efforts. The reduction of greenhouse gas emissions has been incorporated into the compensation system of the Managing Board and the senior management in the form of an internal Siemens ESG/Sustainability Index. Therefore, it represents the central steering element that is monitored on a regular basis.

In addition to strategic sustainability activities, the Managing Board is also responsible for operational environmental protection. The responsibility for the implementation of environmental guidelines is defined in the EHS Principles, an internal Managing Board guideline. The EHS Global Board, which consists of specialized experts, develops environmental protection measures and programs and advises the responsible Managing Board member in charge of environmental protection, in consultation with the SSB.

Additional information: [↗ SUSTAINABILITY REPORT, CHAPTER ON SUSTAINABILITY MANAGEMENT](#), [↗ CDP C1](#), [↗ DEGREE](#)

Governance on the Business and Management level

The Sustainability Director of Siemens heads the Sustainability Department and supports the CSO in performing his or her duties. The Sustainability Director reports to the CSO and is a member of the SSB. The Sustainability Department is responsible for defining the sustainability strategy of Siemens and coordinating the climate neutrality program, among

other tasks. The CEOs of businesses and countries are responsible for implementing sustainability within the Group. This responsibility includes taking sustainability aspects strategically into account all along the value chain within their organizations' business activities, including climate change as well as the defined ambitions of the DEGREE framework. In all their decisions, strategies, processes, and systems, they must also take account of business opportunities and business risks that relate to sustainability. They also set the targets for strategic sustainability activities in their sphere of responsibility. In their implementation work, the CEOs of the various businesses and countries are supported by Sustainability Managers whom they appoint. These Sustainability Managers maintain close contact with their colleagues and the Sustainability Department and build up a network of sustainability experts. This sustainability network also includes specialist functions such as Environment, Health, and Safety (EHS). Among other things, the EHS Department is responsible for the Eco Efficiency @ Siemens program introduced in 2021, which strives to promote circular economy by means of responsible product design, environmental protection, and resource conservation. The EHS Department also supports the business units in their efforts to reduce greenhouse gas emissions in the company's own operations. The Supply Chain Management Department supports our business units in their efforts to promote decarbonization in the supply chain.

Additional information: [↗ SUSTAINABILITY REPORT, CHAPTER ON ENVIRONMENT AND ↗ SUSTAINABILITY MANAGEMENT, ↗ CDP C1, ↗ PRODUCT ECO EXCELLENCE PROGRAM, ↗ DEGREE](#)

Our strategic response to climate-related opportunities and risks

Climate-related opportunities and risks

We have officially defined sustainability as an additional strategic imperative for our investment decisions: from company acquisitions to customer projects. As a global technology company and innovation leader in the fields of electrification, automation, and digitalization, Siemens supports

sustainable industrialization. These fields are becoming increasingly important as the world transitions to a low-carbon economy, supporting our business strategy. We therefore see a favorable political and regulatory environment (including sustainability) as an opportunity. We see opportunities from potential improvement in the geopolitical policy environment, which could quickly restore a more positive industrial investment sentiment that supports the growth of our markets. By enabling our customers to lower their GHG (Greenhouse Gas) emissions across our portfolio and by reducing CO₂ emission in our own operation, Siemens strives to support the trend toward a low-carbon economy. Siemens also welcomes and supports, from an opportunity perspective, recent legislative and governmental accelerations to mitigate climate change worldwide, especially in Europe through e.g. the Green Deal or Sustainable Finance Initiative. [↗ COMBINED MANAGEMENT](#)

REPORT CHAPTER 8.4 OPPORTUNITIES

Potential transition (e.g., regulation, market, technology) and physical climate risks are assessed as part of the risk process. We have identified an increasing sustainability focus as a risk. The increasing environmental, social, and governance requirements from governments and customers as well as financing restrictions for greenhouse gas-emitting technologies could result in additional costs. A negative public perception could lead to reputational damage and have an impact on achieving our business goals. In the fiscal 2021, we introduced a binding ESG risk set of rules and associated with this, an optimized due diligence process. This supports the Siemens businesses with due diligence in the customer-oriented environment with a view to possible environmental and social risks as well as related human rights and reputational risks. [↗ COMBINED](#)

MANAGEMENT REPORT CHAPTER 8.3 RISKS

Climate change and climate protection measures are important issues for our stakeholders. We therefore help our customers lower their greenhouse gas emissions by offering them low-carbon and energy-efficient products, solutions, and services. Products

from our Environmental Portfolio (EP) especially help our customers reduce their CO₂ footprint, lower energy costs, and enhance their profitability by way of higher productivity. In fiscal 2021, we reduced our customers' CO₂ emissions by 88 million tons through all Environmental Portfolio elements installed and operated at customer sites. Specifically, we helped our customers reduce their CO₂ emissions by a further 8 million tons in fiscal 2021. Starting in 2022, the new EU taxonomy will introduce a classification system for sustainable business activities which could supplement or replace the current Environmental Portfolio reporting of Siemens AG. In addition, we invested €4.9 billion in research and development (R&D) activities with the aim of developing innovative and sustainable solutions for our customers and our own businesses. For example, our SI business unit was established with a clear focus on decentralization, decarbonization, and energy efficiency in buildings and cities. The SI strategy addresses the current challenges and harnesses new technologies associated with grid edge and electrification by offering products and solutions for distributed energy systems, photovoltaic inverters, energy storage, smart, sustainable buildings, and electromobility including charging infrastructure, all enabled by digitalization. We have set ourselves the goal of making our own operations carbon-neutral by the year 2030. In the past fiscal year, for example, we already cut the emissions of our own operations by more than half compared to 2014. Compared to the fiscal 2020, we reduced our Scope 1 and Scope 2 emissions by a further 83 kt CO₂ or 12% in 2021. Our ambitious decarbonization measures and targets, both for our own operations and for the upstream supply chain, also prevent potential transition climate risks and increase our resilience and energy independence in our own factories. Under the Carbon Reduction@Suppliers approach, we apply a model to calculate the upstream greenhouse gases of our suppliers and are working intensively on methods to calculate the exact CO₂ footprints of our suppliers and reduce emissions on the basis of individual target

agreement. We use the web-based tool Carbon Web Assessment (CWA) for this purpose. [➤ CLIMATE PROTECTION AND](#) [➤ SUPPLY CHAIN](#) and [➤ COMBINED MANAGEMENT REPORT, ➤ SUSTAINABILITY STRATEGY](#)

Management of climate-related risks

At the end of fiscal 2020, we published an internal Sustainability Guideline establishing a new ESG Risk Framework. As an essential element of the new DEGREE framework, specifically in the field of Governance, we rolled out the Risk Due Diligence Tool (ESG Radar), which operates on the basis of material risk fields.

Climate-related risks and opportunities are embedded in the Siemens-wide ERM approach. All identified climate risks are assessed and measures for risk prevention, transfer, or mitigation are devised for all relevant risks. In this analysis, we apply climate parameters derived from the latest insights from global studies, weather statistics, and trends, which are based on international experience and the data of primary insurers and reinsurers. However, these risks would have only led to immaterial changes in the operations, revenue, or other expenses thus far. In addition, we conduct local risk assessments and continually adjust our protection concepts to mitigate identified risks. For every new construction project, for example, our Insurance Department conducts a risk analysis with particular attention to natural hazards, which influences the selection process for new sites and for technical, organizational, and physical protection measures. The collected data and information enable us to identify geographic regions in which we must pay particular attention to risks arising from changes in physical climate parameters that could affect our locations. For example, we will make structural adjustments to one of our German sites in Regensburg as a precautionary measure to protect against heavy rainfall events. Among other measures, we will install additional emergency overflow channels on the roof of the production hall to reduce any damage caused by greater water loads.

In 2020, we again improved our process for assessing physical risks also in order to meet the rising demands of a changing insurance market with lower coverage capacities due to higher costs for natural disasters. Together with our insurer and other external risk data providers, we annually assess more than 80% of our insurance values with regard to fire protection, as well as natural disasters such as storms, floods, and hurricanes. This analysis is based on standardized RMS data (RMS = Risk Management Solution). We identify the few risk-prone locations on the basis of this analysis. In Europe, we particularly analyzed flooding risks. By contrast, our sites in the United States, the Philippines, and Japan are exposed to the risk of storms and hurricanes. A more specific risk analysis was conducted for these identified locations. We share the results with the insurance market in the interest of insurability and optimized, risk-adjusted premiums. In addition, and in accordance with our EHS management system, we have defined measures for the identified locations such as the installation of flood barriers and the reinforcement of roofs.

Climate change also affects the global water balance. Based on the Siemens water strategy and our globally obligatory EHS Guidelines, every ecologically relevant location must additionally conduct a water risk assessment. This includes an assessment of climate-related water risks such as water scarcity, the risk of floods and droughts, and general water availability. For this assessment, we use data from the Aqueduct Water Risk Atlas from the World Resources Institute (WRI). With the aid of additional internal analytical systems, Siemens assesses the risks that result on the local level from our sites' activities and sets them in relation to regional water risks. Locations found to have a high risk in this assessment must set targets to reduce it. In fiscal 2021, 84% of our locations had implemented this water strategy.

Natural disasters can also cause interruptions in our supply chain. However, climate-related supply chain risks are currently low thanks to our extensive supply base with only few single-source suppliers. Nonetheless, we analyze potential supply chain

disruptions. We have been able to ensure the resilience of our supply chain in times of major crises with the aid of proven risk indicators.

Additional information: [↗ SUSTAINABILITY REPORT, CHAPTER ON CLIMATE PROTECTION](#), [↗ SUSTAINABILITY IN THE SUPPLY CHAIN](#); [↗ COMBINED MANAGEMENT REPORT CHAPTER 8.3 AND 8.4](#), [↗ CDP C2 AND C3](#)

Analysis of climate-related scenarios

Different climate scenarios are used at Siemens for different purposes, such as the business strategy, the decarbonization strategy, and the identification of opportunities and risks. Our decarbonization target, which is approved by the Science Based Targets Initiative, is aligned with the 1.5°C target and therefore the Paris Agreement. Decarbonization will change the entire energy value chain in the coming decades. By providing innovative technologies, we see ourselves as a leading decarbonization partner to our customers and society in general. To fulfill this role, we must have an exact understanding of the technological changes that must be made in the next 30 years and beyond. We mainly rely on the scenarios of IHS Markit, IEA, and Bloomberg NEF for planning our business strategy and identifying company-wide risks and opportunities. These scenarios help us identify trends in the energy and mobility markets. For business planning purposes, we apply different scenarios such as IHS Inflections and Green Rules, IEA STEPS, SDS, NZ2050, and BloombergNEF New Energy Outlook. These scenarios help us predict market developments, assess the implications of different scenarios, and make business decisions on this basis. With a view to our own business, the analysis of climate-related scenarios enables us to predict the potential consequences in terms of regulatory requirements, R&D, and customer trends and requirements. To test the resilience of our Carbon Neutral Program, we have applied a specially developed, extensive multimodal simulation tool and compared the results with external research such as that of IRENA, Fraunhofer, IHS, Agora Energiewende, and IEA. Our business units also conduct business-specific scenario analysis. Experts of Siemens SI have

developed a so-called high-price scenario by using IHS Autonomy, the Sustainable Development Scenario of the IEA, and the Energy Revolution Scenario of Greenpeace, in order to identify potential risks for our CO₂ reduction plan. We regularly review the robustness of our program to reduce our CO₂ emissions with reference to external energy price scenarios and the real development of energy prices and adjust our measures as needed.

Additional information: [↗ CDP C3.2](#)

Our risk management approach to climate-related opportunities and risks

Basic principles of risk management

Our risk management policy stems from a philosophy of pursuing sustainable growth and creating economic value while managing appropriate risks and opportunities and avoiding inappropriate risks. As risk management is an integral part of how we plan and execute our business strategies, our risk management policy is set by the Managing Board. Our organizational and accountability structure requires each of the respective managements of our organizational units to implement risk management programs that are tailored to their specific industries and responsibilities, while being consistent with the overall policy.

Enterprise Risk Management (ERM) process

We have implemented and coordinated a set of risk management and control systems which support us in the early recognition of developments that could jeopardize the continuity of our business. The most important of these systems include our enterprise-wide processes for strategic planning and management reporting. Strategic planning is intended to support us in considering potential risks and opportunities well in advance of major business decisions, while management reporting is intended to enable us to monitor such risks more closely as our business progresses. Our internal auditors regularly review the adequacy and effectiveness of our risk management. Accordingly, if deficits are detected, it is possible to adopt appropriate measures for their elimination. This coordination of processes and

procedures is intended to help ensure that the Managing Board and the Supervisory Board are fully informed about significant risks in a timely manner.

Risk management at Siemens builds on a comprehensive, interactive and management-oriented Enterprise Risk Management (ERM) approach that is integrated into the organization and that addresses both risks and opportunities. Our ERM approach is based on the globally accepted COSO Standard (Committee of Sponsoring Organizations of the Treadway Commission) Enterprise Risk Management – Integrating with Strategy and Performance (2017) and the ISO (International Organization for Standardization) Standard 31000 (2018) and is adapted to Siemens requirements. The frameworks connect the ERM process with our financial reporting process and our internal control system. They consider a company's strategy, the efficiency and effectiveness of its business operations, the reliability of its financial reporting and compliance with relevant laws and regulations to be equally important.

Our ERM process aims for early identification and evaluation of, and response regarding, risks and opportunities that could materially affect the achievement of our strategic, operational, financial and compliance objectives. The time horizon is typically three years, and we take a net risk approach, addressing risks and opportunities remaining after the execution of existing and effective measures and controls. If risks have already been considered in plans, budgets, forecasts or the consolidated financial statements (e.g. as a provision or risk contingency), they are supposed to be incorporated with their financial impact in the entity's business objectives. As a consequence, only additional risks arising from the same subject (e.g. deviations from business objectives, different impact perspectives) should be considered. In order to provide a comprehensive view of our business activities, risks and opportunities are identified in a structured way combining elements of both top-down and bottom-up approaches. Reporting generally follows a quarterly cycle; we complement this periodic

reporting with an ad-hoc reporting process that aims to escalate critical issues in a timely manner. Relevant risks and opportunities are evaluated in terms of impact and likelihood, considering different impact perspectives, including business objectives, reputation and regulatory requirements. The bottom-up identification and prioritization process is supplemented by workshops with the respective managements of our organizational units. The top-down element ensures that potential new risks and opportunities are discussed at different management levels and are included in the subsequent reporting process, if found to be relevant. The topics of sustainability and especially climate change have been specifically addressed in the last few years. Reported risks and opportunities are analyzed regarding potential cumulative effects and are aggregated within and for each of the organizational units mentioned above.

Responsibilities are assigned for all relevant risks and opportunities, with the hierarchical level of responsibility depending on the significance of the respective risk or opportunity. In a first step, assuming responsibility for a specific risk or opportunity involves choosing one of our general response strategies. Our general response strategies with respect to risks are avoidance, transfer, reduction or acceptance of the relevant risk. Our general response strategy with respect to opportunities is to "seize" the relevant opportunity. In a second step, responsibility for a risk or opportunity also involves the development, initiation and monitoring of appropriate response measures corresponding to the chosen response strategy. These response measures have to be specifically tailored to allow for effective risk management. Accordingly, we have developed a variety of response measures with different characteristics. For example, we mitigate the risk of fluctuations in currency and interest rates by engaging in hedging activities. Regarding our projects, systematic and comprehensive project management with standardized project milestones, including provisional acceptances during project execution and complemented by clearly defined approval processes, assists us in identifying and

responding to project risks at an early stage, even before the bidding phase. Furthermore, we maintain appropriate insurance levels for potential cases of damage and liability risks in order to reduce our exposure to such risks and to avoid or minimize potential losses. Among others, we address the risk of fluctuation in economic activity and customer demand by closely monitoring macroeconomic conditions and developments in relevant industries, and by adjusting capacity and implementing cost-reduction measures in a timely and consistent manner if they are deemed necessary. Worldwide there are risks from the transmission of infectious agents from animals to humans, from humans to humans and in other ways. Epidemic, pandemic or other infectious developments such as bioterrorism to cause high disease rates in countries, regions or continents. We constantly check information from the World Health Organization (WHO), the Centers for Disease Control and Prevention in the U.S. and Europe, the Robert Koch Institute in Germany and other institutions in order to be able to identify early epidemic or pandemic risks and determine and initiate related mitigation actions as early as possible.

Additional information: [➤ COMBINED MANAGEMENT REPORT CHAPTER 8](#)

Climate-related risks within the risk management system

Climate-related risks and opportunities are embedded in the Siemens-wide ERM approach, which addresses both risks and opportunities. The consideration of sustainability and especially climate risks and opportunities is an integral part of the regular top-down process in which material issues and trends are assigned to the corresponding units for the identification of risks and opportunities in risk workshops. As a result, these issue-related recommendations are made available to all businesses in their quarterly reviews. Combined with the bottom-up approach, this top-down approach provides a comprehensive overview of our business activities and the associated risks and opportunities.

Climate change is not treated as a separate category within the ERM approach, but is considered within the four topic areas of strategic, operational, financial, and compliance-related risks. Bottom-up risk processes have been implemented throughout the company to evaluate potential climate-related net risks for ERM reporting. These processes are, for example, applied within the environmental management system, including the corresponding risk assessment of environmental impacts on our production operations or products. [↗ ENVIRONMENT](#)

Material opportunities and risks are disclosed on an aggregated basis within the abovementioned four topic areas in the company's Annual Report.

Additional information: [↗ COMBINED MANAGEMENT REPORT CHAPTER 8](#), [↗ CDP C2.1 AND C2.2](#), [↗ SUSTAINABILITY REPORT, CHAPTER ON ENVIRONMENT](#)

Metrics and targets

Siemens considers climate-related risks along the entire value chain. Accordingly, we define metrics for the reduction of greenhouse gas emissions in the supply chain, in the company's own operations, and for the goods and services we provide to our customers. We disclose our greenhouse gas emissions and the associated risks and opportunities. [↗ ENVIRONMENT AND ↗ CDP C4](#)

Siemens was the first global industrial company to commit to the goal of climate neutrality in 2015. By joining the Science Based Targets Initiative (SBTi) and committing to decarbonization targets under the DEGREE framework, we have reinforced our existing decarbonization activities along the entire value chain. Within our own operations, we want to achieve net zero emissions (in accordance with our validated 1.5°C-aligned SBT) by 2030. In connection with our SBTi commitment, we have also committed to reducing absolute Scope 3 emissions by 15 % by 2030 from the base year 2019. An additional target established in the DEGREE framework is to reduce upstream supply chain emissions by 20 % by 2030 (base year 2020) and then reduce them to net zero by the year 2050. A number of ongoing activities will

contribute to this CO₂ reduction, including the reduction of building emissions, the electrification of the company's vehicle fleet, and our Carbon Reduction@Suppliers activities. In order to remain carbon-neutral in our own operations after 2030, we will consider offset options, among other things, to neutralize unavoidable emissions. An Offsetting Guidance Note has laid the basis for purchasing CO₂ certificates. This guidance is meant to ensure the consistency and quality of offset programs.

We have further strengthened our climate strategy by confirming our 1.5°C Science Based Target and joining the RE100, EV100, and EP100. Key elements of the management approach include the incorporation of CO₂ reduction targets in the company's operating activities into the long-term incentive (LTI) of the senior management and the responsibility of the businesses for reducing their respective emissions. Thus, our commitment to climate protection is firmly embedded in the compensation of Managing Board members and senior management.

Additional information: [↗ GOVERNANCE](#), [↗ ENVIRONMENT](#), [↗ CDP C4, C6, C7 AND C9](#), [↗ COMBINED MANAGEMENT REPORT CHAPTER 10 COMPENSATION REPORT](#)

7.4

GRI Standards – key topics and boundaries

Dimension	Shared value	Sustainability topics	SDGs	DEGREE	GRI Standard
		Climate protection ¹	7 9 11 12 13	DECARBONIZATION	GRI Standard 302 Energy GRI Standard 305 Emissions
		Sustainable product design and life cycle management ¹	6 7 9 11 12 13 14 15	RESOURCE EFFICIENCY	GRI Standard 204 Procurement Practices GRI Standard 301 Materials
		Innovation and business model ²	6 7 9 11 12 13 14 15	DECARBONIZATION RESOURCE EFFICIENCY	GRI Standard 201 Economic Performance
		Partner management and collaboration ²	7 8 9 11 12 13 16 17	DECARBONIZATION GOVERNANCE	GRI Standard 203 Indirect Economic Impacts
		Responsible governance ²	8 12 16 17	GOVERNANCE	GRI Standard 201 Economic Performance GRI Standard 202 Market Presence
		Future of work ²	3 4 5 8 10 11	EQUITY EMPLOYABILITY	GRI Standard 401 Employment GRI Standard 403 Occupational Health and Safety (2018) GRI Standard 404 Training and Education GRI Standard 405 Diversity and Equal Opportunity GRI Standard 406 Non Discrimination
		Sustainable handling of natural resources and material efficiency ²	6 7 9 11 12 13 14 15	RESOURCE EFFICIENCY	GRI Standard 301 Materials GRI Standard 302 Energy GRI Standard 303 Water and Effluents (2018) GRI Standard 306 Waste (2020)

¹ Top 3 material sustainability topics
² 12 additional material sustainability topics

Result of the assessment of organizational impacts (inside-out, i.e., on the environment and society), stakeholder relevance and business criticality (outside-in)

Dimension	Responsibility	Sustainability topics	SDGs	DEGREE	GRI Standard
		Social and ecological standards in the supply chain ¹	8 12 16 17	G OVERNANCE	GRI Standard 414 Supplier Social Assessment GRI Standard 308 Supplier Environmental Assessment
		Cyber-security and data management ²	5 8 10 16 17	E THICS	GRI Standard 201 Economic Performance
		Employee health and safety ²	3 4 8 10	E MPLOYABILITY	GRI Standard 403 Occupational Health and Safety (2018)
		Diversity, equity and inclusion ²	3 4 5 8 10 11	E QUNITY	GRI Standard 405 Diversity and Equal Opportunity GRI Standard 406 Non-Discrimination
		Customer safety and product quality ²	8 12 16 17	G OVERNANCE	GRI Standard 301 Materials
		Corporate governance and sustainability leadership ²	8 12 16 17	G OVERNANCE	GRI Standard 413 Local communities
		ESG risk management ²	5 8 10 12 16 17	G OVERNANCE E THICS	GRI Standard 201 Economic Performance
		Compliance management ²	5 8 10 12 16 17	G OVERNANCE E THICS	GRI Standard 205 Anti-Corruption GRI Standard 206 Anti-Competitive Behavior GRI Standard 307 Environmental Compliance GRI Standard 408 Child Labor GRI Standard 409 Forced or Compulsory Labor GRI Standard 412 Human Rights Assessment GRI Standard 419 Socioeconomic Compliance

¹ Top 3 material sustainability topics

² 12 additional material sustainability topics

Result of the assessment of organizational impacts (inside-out, i.e., on the environment and society), stakeholder relevance and business criticality (outside-in)

7.5

WEF IBC Metric

Pillars	Theme	Core metrics	Reference	Omission
Principles of Governance	Governing purpose	Setting purpose The company's stated purpose, as the expression of the means by which a business proposes solutions to economic, environmental, and social issues. Corporate purpose should create value for all stakeholders, including shareholders.	Sustainability Report 2021 Siemens at a glance p.11ff	
	Quality of governing body	Governance body composition Composition of the highest governance body and its committees by: competencies relating to economic, environmental, and social topics; executive or non-executive; independence; tenure on the governance body; number of each individual's other significant positions and commitments, and the nature of the commitments; gender; membership of underrepresented social groups; stakeholder representation.	Annual Financial Report 2021 Annual Financial Statements 6. Notes 31 Members of the Managing Board and Supervisory Board p. 127ff HTTPS://NEW.SIEMENS.COM/GLOBAL/EN/COMPANY/ABOUT/MANAGEMENT.HTML , HTTPS://NEW.SIEMENS.COM/GLOBAL/EN/COMPANY/ABOUT/SUPERVISORYBOARD/COMMITTEES.HTML	
	Stakeholder engagement	Material issues impacting stakeholders A list of the topics that are material to key stakeholders and the company, how the topics were identified, and how the stakeholders were engaged.	Sustainability Report 2021 Materiality assessment p. 37ff	
	Ethical behaviour	Anti-corruption 1. Total percentage of governance body members, employees, and business partners who have received training on the organization's anti-corruption policies and procedures, broken down by region. a) Total number and nature of incidents of corruption confirmed during the current year, but related to previous years; and b) Total number and nature of incidents of corruption confirmed during the current year, related to this year. 2. Discussion of initiatives and stakeholder engagement to improve the broader operating environment and culture, in order to combat corruption.	Sustainability Report 2021 Compliance p. 48ff Our sustainability indicators p. 118ff	
		Protected ethics advice and reporting mechanisms A description of internal and external mechanisms for: 1. Seeking advice about ethical and lawful behaviour and organizational integrity; 2. Reporting concerns about unethical or unlawful behaviour and lack of organizational integrity.	Sustainability Report 2021 Compliance p. 48ff Our sustainability indicators p. 118ff	
	Risk and opportunity oversight	Integrating risk and opportunity into business process Company risk factor and opportunity disclosures that clearly identify the principal material risks and opportunities facing the company specifically (as opposed to generic sector risks), the company appetite in respect of these risks, how these risks and opportunities have moved over time, and the response to those changes. These opportunities and risks should integrate material economic, environmental, and social issues, including climate change and data stewardship.	Annual Financial Report 2021 Combined Management Report 8. Report on expected developments and associated material opportunities and risks p. 26ff	

Pillars	Theme	Core metrics	Reference	Omission
Planet	Climate change	<p>Greenhouse gas (GHG) emissions</p> <p>For all relevant greenhouse gases (e.g., carbon dioxide, methane, nitrous oxide, F-gases, etc.), report in metric tonnes of carbon dioxide equivalent (tCO₂e) GHG Protocol Scope 1 and Scope 2 emissions.</p> <p>Estimate and report material upstream and downstream (GHG Protocol Scope 3) emissions where appropriate.</p>	<p>Sustainability Report 2021</p> <p>Climate action p. 76ff</p> <p>Conserving resources p. 83ff</p> <p>Our sustainability indicators p. 118ff</p>	
		<p>TCFD implementation</p> <p>Fully implement the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD). If necessary, disclose a timeline of at most three years for full implementation.</p> <p>Disclose whether you have set, or have committed to set, GHG emissions targets that are in line with the goals of the Paris Agreement – to limit global warming to well below 2°C above preindustrial levels and pursue efforts to limit warming to 1.5°C – and to achieve net zero emissions before 2050.</p>	<p>Sustainability Report 2021</p> <p>Task Force on Climate-Related financial Disclosures (TCFD) p. 139ff</p>	
	Nature loss	<p>Land use and ecological sensitivity</p> <p>Report the number and area (in hectares) of sites owned, leased, or managed in or adjacent to protected areas and/or key biodiversity areas (KBA).</p>		We are on the way to further develop our biodiversity KPI, so that we can report these parameters in the future
	Freshwater availability	<p>Water consumption and withdrawal in water-stressed areas</p> <p>Report for operations where material: megalitres of water withdrawn, megalitres of water consumed, and the percentage of each in regions with high or extremely high baseline water stress, according to WRI Aqueduct water risk atlas tool.</p> <p>Estimate and report the same information for the full value chain (upstream and downstream) where appropriate.</p>	<p>Sustainability Report 2021</p> <p>Conserving resources p. 83ff</p> <p>Our sustainability indicators p. 118ff</p>	

Pillars	Theme	Core metrics	Reference	Omission
People	Dignity and equality	Diversity & inclusion (%) Percentage of employees per employee category, by age group, gender, and other indicators of diversity (e.g. ethnicity).	Sustainability Report 2021 Diversity, Equity & Inclusion p. 100ff Our sustainability indicators p. 118ff	
		Pay equality (%) Ratio of the basic salary and remuneration for each employee category by significant locations of operation for priority areas of equality: women to men, minor to major ethnic groups, and other relevant equality areas.	Sustainability Report 2021 Working at Siemens p. 94ff Our sustainability indicators p. 118ff	Siemens pursues the principle of performance-related compensation – regardless of gender. Remuneration data is regarded confidential and is therefore not reported.
		Wage level (%) Ratios of standard entry-level wage by gender compared to local minimum wage. Ratio of the annual total compensation of the CEO to the median of the annual total compensation of all its employees, except the CEO.		Siemens pursues the principle of performance-related compensation – regardless of gender. Remuneration data is regarded confidential and is not reported.
		Risk for incidents of child, forced, or compulsory labour An explanation of the operations and suppliers considered to have significant risk for incidents of child labor, forced, or compulsory labor. Such risks could emerge in relation to: a) type of operation (such as manufacturing plant) and type of supplier; and b) countries or geographic areas with operations and suppliers considered at risk.	Sustainability Report 2021 Human Rights p. 56ff Sustainable supply chain practice p. 62ff. Business Conduct Guidelines: HTTPS://ASSETS.NEW.SIEMENS.COM/SIEMENS/ASSETS/API/UUID:5C242542-E991-4B97-AF63-090AD-509BE74/2021-SAG-BCG-EN.PDF	
	Health and well-being	Health and safety (%) The number and rate of fatalities as a result of work-related injury; high-consequence work-related injuries (excluding fatalities); recordable work-related injuries; main types of work-related injury; and the number of hours worked. An explanation of how the organization facilitates workers' access to non-occupational medical and healthcare services, and the scope of access provided for employees and workers.	Sustainability Report 2021 Occupational health and safety management p. 106ff Our sustainability indicators p. 118ff	
	Skills for the future	Training provided (#, \$) Average hours of training per person that the organization's employees have undertaken during the reporting period, by gender and employee category (total number of hours of training provided to employees divided by the number of employees). Average training and development expenditure per full-time employee (total cost of training provided to employees divided by the number of employees).	Sustainability Report 2021 Professional education and lifelong learning p. 103ff Our sustainability indicators p. 118ff	

Pillars	Theme	Core metrics	Reference	Omission
Prosperity	Employment and wealth generation	Absolute number and rate of employment 1. Total number and rate of new employee hires during the reporting period, by age group, gender, other indicators of diversity and region. 2. Total number and rate of employee turnover during the reporting period, by age group, gender, other indicators of diversity and region.	Sustainability Report 2021 Professional education and lifelong learning p. 103ff Our sustainability indicators p. 118ff	
		Economic contribution 1. Direct economic value generated and distributed (EVG&D), on an accruals basis, covering the basic components for the organization's global operations, ideally split out by: – Revenues – Operating costs – Employee wages and benefits – Payments to providers of capital – Payments to government – Community investment 2. Financial assistance received from the government: total monetary value of financial assistance received by the organization from any government during the reporting period.	Siemens Annual Financial Report 2021 Consolidated Financial Statements 41ff	
		Financial investment contribution 1. Total capital expenditures (CapEx) minus depreciation, supported by narrative to describe the company's investment strategy. 2. Share buybacks plus dividend payments, supported by narrative to describe the company's strategy for returns of capital to shareholders.	Annual Financial Report 2021 Consolidated Financial Statements 6. Note 19 Equity p. 67 Annual Financial Statements 3. Note 15 Shareholder's Equity p. 120ff	
	Innovation of better products and services	Total R&D expenses Total costs related to research and development	Sustainability Report 2021 Research & Development p. 32ff	
	Community and social vitality	Total tax paid The total global tax borne by the company, including corporate income taxes, property taxes, non-creditable VAT and other sales taxes, employer-paid payroll taxes, and other taxes that constitute costs to the company, by category of taxes.	Annual Financial Report 2021 Consolidated Financial Statements 6. Note 2 Material accounting policies and critical accounting estimates p.46ff Note 7 Income Taxes p. 53ff Annual Financial Statements 3. Note 13 Deferred tax assets p. 119	

7.6

SASB – Electrical Electronic Equipment Index

Topic	Codified Metric Code	Disclosure	Reference	Omission
Energy Management	RT-EE-130a.1	(1) Total energy consumed	Sustainability Report 2021: Environment – Conserving resources, p.83ff, (Energy used reduced), Our key areas of impact, p. 26-27, Our sustainability indicators, p. 114ff	
	RT-EE-130a.1	(2) Percentage grid electricity		
	RT-EE-130a.1	(3) Percentage renewable		
Hazardous Waste Management	RT-EE-150a.1	Amount of hazardous waste generated, percentage recycled	Sustainability Report 2021: Environment – Conserving resources, p.83ff, (Efficient Waste management), Our key areas of impact, p.26-27, Our sustainability indicators, p. 114ff	In Fiscal year 2021 we reported 14 minor cases. In 6 cases spills of dye, diesel, hydraulic oil and resins were involved. There were also losses of coolant in five cases. One minor fine from penalties in the year under review were reported.
	RT-EE-150a.2	Number and aggregate quantity of reportable spills, quantity recovered	Sustainability Report 2021: Environment – Conserving resources, p.83ff, (Incident relevant to the environment), Our sustainability indicators, p. 114ff	
Product Safety	RT-EE-250a.1	Number of recalls issued, total units recalled	not applicable	Siemens has established a comprehensive, company-wide product safety system to ensure our products comply with applicable legal safety requirements and meet the latest technical safety standards so that they do not pose a threat to the life or health of users or other third parties. Under this system, all company units are required to ensure that their products comply with the state of the art in safety matters. Also, the units are obliged to carry out systematic product monitoring and take the necessary corrective actions to remedy potential product safety deficiencies.
	RT-EE-250a.2	Total amount of monetary losses as a result of legal proceedings associated with product safety	Annual Financial Report 2021 Consolidated Financial Statements 6. Notes 22 Legal Proceedings, p. 69	

Topic	Codified Metric Code	Disclosure	Reference	Omission
Product Lifecycle Management	RT-EE-410a.1	Percentage of products by revenue that contain IEC 62474 declarable substances	Sustainability Report 2021: Environment – Product stewardship p. 88ff, Our sustainability indicators, p. 114ff	
	RT-EE-410a.2	Percentage of eligible products by revenue that meet ENERGY STAR® criteria	not applicable	
	RT-EE-410a.3	Revenue from renewable energy-related and energy efficiency-related products	Sustainability Report 2021: Environment – Climate action, p. 76ff (Environmental Portfolio for climate-conscious product use), Our sustainability indicators, p. 114ff	
Materials Sourcing	RT-EE-440a.1	Description of the management of risks associated with the use of critical materials	Sustainability Report 2021: Environment – Product stewardship, p. 88ff. (Risk-conscious handling of declarable substances), Sustainable supply chain practices, p. 62ff (Responsibility for the worldwide supplier network)	
Business Ethics	RT-EE-510a.1	Description of policies and practices for prevention of: (1) corruption and bribery and (2) anti-competitive behavior	Sustainability Report 2021: Compliance, p. 48ff	
	RT-EE-510a.2	Total amount of monetary losses as a result of legal proceedings associated with incidents relating to bribery or corruption	Annual Financial Report 2021: Consolidated Financial Statements 6. Notes 22 Legal Proceedings, p. 69 Sustainability Report 2021: Compliance, p. 39ff	
	RT-EE-510a.3	Total amount of monetary losses as a result of legal proceedings associated with anti-competitive behavior regulations	Annual Financial Report 2021: Consolidated Financial Statements 6. Notes 22 Legal Proceedings, p. 69 Sustainability Report 2021: Compliance, p. 39ff	
Activity metric	RT-EE-000.A	Number of units produced by product category	not applicable	
	RT-EE-000.B	Number of employees	Sustainability Report 2021 Working at Siemens 94ff	

7.7

The United Nations Global Compact

Siemens has been a member of the UN Global Compact since 2003, and is expressly committed to upholding the Compact's Ten Principles. Our Sustainability Report 2021, our progress reports

online on the UN Global Compact website, and the index below describe the progress we made during fiscal 2021.

Index of the Ten Principles of the Global Compact

Principle	Systems	Measures Taken	Achievements
Principle 1 Support for human rights	Our pledge to safeguard human rights is rooted in the Siemens Business Conduct Guidelines (BCGs), which are binding on all our people worldwide.	The following are among the fundamental rights enshrined in our Business Conduct Guidelines:	In the year under review, the number of sustainability self-assessments came to 4,267. We conducted 319 supplier quality audits that included sustainability questions and 394 external sustainability audits. In external sustainability audits, we identified a total of 6,617 areas for improvement.
Principle 2 No complicity in human rights abuses	They set out the fundamental principles and rules that govern our actions within our company and in relation to our customers, external partners, and the public. The Siemens Business Conduct Guidelines provide the ethical and legal framework within which we conduct our business activities.	→ No discrimination; respect for the principles of equal opportunity and equal treatment → Free choice of employment (no forced labor) → No child labor → Fair and reasonable wages → Freedom of collective bargaining and association → Compliance with safety rules	Human rights are a matter that calls for constant alertness. In fiscal 2018, Siemens joined the European Business and Human Rights Peer Learning Group of the Global Compact Network. This organization is likewise intended as a peer learning group on business and human rights for European companies from different sectors and of different sizes.
Principle 3 Upholding freedom of association	They contain our basic principles and rules for our conduct internally and externally, for example on core labor standards for human rights.	Our CoC includes the following aspects of human rights:	Governance is a focus area under our new DEGREE framework. Based on material risk areas, we successfully rolled out our new digital due diligence tool for risk, the ESG Radar.
Principle 4 Elimination of all forms of forced labor	Our Siemens Group Code of Conduct (CoC) for Suppliers and Third Party Intermediaries ensures that these basic rights and principles are also observed in our supply chain.	→ Fair working conditions (pay, work hours, vacation), → Right to freedom of association, → Responsibility for health and safety standards, → No discrimination, → No forced labor or child labor, and → Availability of anonymous complaint mechanisms.	↗ OUR KEY AREAS OF IMPACT ↗ SUSTAINABLE SUPPLY CHAIN PRACTICES ↗ HUMAN RIGHTS
Principle 5 Abolition of child labor	We have conducted a company-wide internal human rights risk assessment as part of our Compliance Risk Assessment (CRA). ↗ SUSTAINABILITY MANAGEMENT ↗ SUSTAINABLE SUPPLY CHAIN PRACTICES ↗ HUMAN RIGHTS	↗ SUSTAINABLE SUPPLY CHAIN PRACTICES ↗ HUMAN RIGHTS	

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Principle	Systems	Measures Taken	Achievements
Principle 6 Elimination of discrimination	<p>We actively support diversity, equal opportunity, and inclusion by creating a working environment that is open and appreciative for everyone. Our commitment to protecting human rights is anchored in the BCGs. We will not tolerate discrimination. The BCGs state unequivocally, "We respect the personal dignity, privacy, and rights of each individual." They also make it clear that Siemens is committed to work with everyone, irrespective of ethnic origin, culture, religion, age, disability, skin color, gender, sexual identity and orientation, or world view. We are a signatory of the "Charta der Vielfalt" diversity charter.</p> <p>➤ DIVERSITY, EQUITY & INCLUSION</p>	<p>Our worldwide diversity networks promote and discuss diversity topics across the company. Leading Women in Industry, Global Leadership of Women@ Technology & Innovation, and GROW-2GLOW are some examples of such networks. We use key figures (including the percentage of women, generations, nationalities) to regularly monitor how effectively we implement diversity initiatives, and we publish the results in our Diversity & Inclusion Fact Sheet.</p> <p>Focus areas for diversity include:</p> <ul style="list-style-type: none"> → Consciously addressing unconscious bias, → Promoting gender balance, → Highlighting the value of globality, → Encouraging diversity and inclusiveness. <p>➤ DIVERSITY, EQUITY & INCLUSION</p>	<p>In fiscal 2021, 167 different nationalities were represented in the Siemens workforce. The Ability@Siemens initiative is intended to promote a culture of integration for the more than 5,000 persons with disabilities who currently work at Siemens in Germany.</p> <p>Siemens Professional Education (SPE) is a program that offers possibilities for disadvantaged young people. In 2021 Siemens also joined the Valuable 500 – an initiative launched at the World Economic Forum to ensure that concerns of persons with disabilities are included in corporate management agendas.</p> <p>"Fostering diversity, inclusion, and community development to create a sense of belonging" was prioritized in fiscal 2021 as part of the DEGREE focal area for "Equity."</p> <p>➤ OUR KEY AREAS OF IMPACT</p> <p>➤ DIVERSITY, EQUITY & INCLUSION</p>
Empowering women	<p>In fiscal 2016 we signed the CEO Statement on the UNGC Women's Empowerment Principles. Through sponsorships and strategic partnerships, we are also involved in such programs and initiatives as the "Charta der Vielfalt" diversity charter.</p> <p>➤ SUSTAINABILITY MANAGEMENT</p> <p>➤ DIVERSITY, EQUITY & INCLUSION</p>	<p>We encourage applying the Women's Empowerment Principles to guide actions that advance and empower women in the workplace, marketplace, and community, and we communicate our progress by using sex-disaggregated data and other indicators.</p> <p>Under the DEGREE framework, Siemens (excluding SHS) is pursuing the goal of having 30% women in top management by 2025.</p> <p>➤ DIVERSITY, EQUITY & INCLUSION</p>	<p>In the year under review, women accounted for 26.7% of the total workforce at Siemens. The percentage of women in management positions has risen steadily in recent years, and now comes to more than 19.6%.</p> <p>In fiscal 2021, 30.2% of all new hires were women.</p> <p>➤ OUR KEY AREAS OF IMPACT</p> <p>➤ DIVERSITY, EQUITY & INCLUSION</p>

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Principle	Systems	Measures Taken	Achievements
<p>Principle 7</p> <p>Precautionary approach to environmental challenges</p>	<p>Siemens has a comprehensive EHS system in place to manage its environmental performance. All relevant production and office sites are required to implement an environmental management system that complies with the internationally recognized ISO 14001 standard as well as our own internal specifications on environmentally compatible product and system design.</p> <p>➔ ENVIRONMENT</p>	<p>We bundle our binding climate protection goals and measures under the “D” heading (Decarbonization) in our DEGREE framework for sustainability at Siemens.</p> <p>➔ Net zero operation by 2030, in compliance with SBTi targets</p> <p>➔ Net zero supply chain by 2050, 20% emission reduction by 2030</p> <p>Our environmental programs are embedded in the DEGREE sustainability framework, and focus on reducing greenhouse gas emissions and making resource use more efficient all along the value chain. Our program for efficient resource use, Eco Efficiency @ Siemens, helps mitigate all our environmental impacts by encouraging a circular economy and a general dematerialization of business processes.</p> <p>The “R” for resource efficiency indicates that environmentally sound handling of limited resources is an integral part of Siemens’ DEGREE sustainability program.</p> <p>Robust, ecologically sound design of the next stage for all of Siemens’ relevant product families by 2030</p> <p>➔ Decoupling from natural resources by procuring more secondary metal and plastic materials</p> <p>➔ Circular economy by reducing landfill waste 50% by 2025 and toward zero landfill waste by 2030</p> <p>On top of that, the Efficient Own Operations component of the Eco Efficiency @ Siemens environmental program is also focusing on dematerialization and the circular economy in an operations context as well, to improve protection of resources. The emphasis here is on improving energy efficiency and reducing the environmental impact of our waste.</p> <p>➔ SUSTAINABILITY MANAGEMENT</p> <p>➔ ENVIRONMENT</p>	<p>We have reinforced our climate protection strategy further by confirming our science-based Targets, which aim for 1.5°C, and by joining the RE100, EV100, and EP100 initiatives. Anchoring our CO₂ reduction in business operations as part of the Long-term incentives (LTI) for Senior Management and making the business units responsible for reducing their own shares of emissions are now significant components of our management approach.</p> <p>In terms of our own business activity, we launched our global “CO₂-Neutral” program in September 2015. By 2020 this program had already reduced our own operations’ carbon footprint 54% from the 2014 figure (as was reported for 2020, including Siemens Energy), and thus we achieved our intermediate goal last year.</p> <p>In 2021, we reduced our Scope 1 and Scope 2 emissions by another 83 kt CO₂e, or 12%, from the year before. During the year under review, 78% of our electric power consumption was “green.”</p> <p>➔ OUR KEY AREAS OF IMPACT</p> <p>➔ SUSTAINABILITY MANAGEMENT</p> <p>➔ ENVIRONMENT</p>

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Principle	Systems	Measures Taken	Achievements
Principle 8 Initiatives for greater environmental responsibility	<p>Raising our people's awareness of environmental and climate protection is intrinsic to both our environmental strategy and our social commitment, with the core components of access to technology, access to education, and sustaining communities. Our internal communication measures and our corporate citizenship focus help heighten a sense of responsibility for ecological issues. Protecting the environment and preserving natural resources are two goals that are of paramount importance for preserving communities.</p> <p>➤ SUSTAINABILITY MANAGEMENT</p> <p>➤ CORPORATE CITIZENSHIP</p>	<p>Siemens maintains a global environmental communications network to ensure that knowledge about environmental management, methods, solutions, and experiences is communicated across locations, businesses, and national borders.</p> <p>For years, we have been an actively involved member of One Young World, the World Bank's Carbon Pricing Leadership Coalition (CPLC), and the World Economic Forum (WEF).</p> <p>➤ SUSTAINABILITY MANAGEMENT</p>	<p>In the year under review, we reported € 40.6 million in community investment. In July 2021 we took part in the One Young World Summit in Munich, Germany. As part of Earth Day, Siemens UK provided teaching materials to 214 elementary schools to teach resource conservation in ways appropriate for children.</p> <p>➤ OUR KEY AREAS OF IMPACT</p> <p>➤ SUSTAINABILITY MANAGEMENT</p> <p>➤ CORPORATE CITIZENSHIP</p>
Principle 9 Development and diffusion of environmentally friendly technologies	<p>As part of our Environmental Portfolio, we develop and market products, solutions, and services that enable our customers to reduce their CO₂ emissions, lower lifecycle costs, and protect the environment.</p> <p>We are preparing for the introduction of the EU taxonomy, which will provide a classification system for sustainable economic activities. This will supplement Siemens' previous Environmental Portfolio reporting.</p> <p>➤ CLIMATE ACTION</p>	<p>Our Environmental Portfolio is our biggest contribution to mitigating climate change. It comprises products, systems, solutions, and services (Environmental Portfolio components) that meet one of our criteria for selection – that they offer energy efficiency above a defined threshold, or employ renewable forms of energy.</p> <p>Our DEGREE framework has set the ambitious goal of achieving next-stage, robust, ecologically friendly design for 100% of the relevant Siemens product families by 2030.</p> <p>➤ CLIMATE ACTION</p>	<p>With all the Environmental Portfolio components that we have installed for customers since fiscal 2002 (excluding Siemens Energy) and that are still in operation today, by the end of fiscal 2021 we had reduced our customers' CO₂ emissions by 88 million metric tons (continuing operations).</p> <p>During fiscal 2021, 31 % of our revenue in continuing operations came from our Environmental Portfolio.</p> <p>➤ OUR KEY AREAS OF IMPACT</p> <p>➤ SUSTAINABILITY MANAGEMENT</p> <p>➤ CLIMATE ACTION</p>

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Principle	Systems	Measures Taken	Achievements
Principle 10 Combating corruption	<p>Our Business Conduct Guidelines contain the fundamental principles and rules for our conduct within Siemens and in relation to Siemens' customers, external partners, and the general public. They also serve as an expression of our values and form the basis for detailed internal regulations. The Business Conduct Guidelines are binding on all our people around the world.</p> <p>Our compliance system is designed to ensure that our business practices worldwide comply with these guidelines and follow applicable laws.</p> <p>It is based on three pillars – prevent, detect, and respond – and includes activity fields in anti-corruption, anti-money laundering, antitrust, Collective Action, data privacy, export controls, and human rights.</p> <p>➤ COMPLIANCE</p>	<p>Siemens takes a zero-tolerance approach to corruption and other breaches of applicable law and our values as laid down in the Business Conduct Guidelines. Our compliance priorities are:</p> <ul style="list-style-type: none"> ➔ Foster Integrity, ➔ Manage Risk and Give Assurance, ➔ Effective Processes, ➔ An Excellent Compliance Team, and ➔ Committed to Business. <p>Our priorities will continue to guide our work and will be defined in further detail with focus areas for fiscal 2022.</p> <p>We actively support the United Nations Convention against Corruption and the Anti-Bribery of the Organization for Economic Cooperation and Development (OECD). Siemens' activities in the World Economic Forum (WEF) include our participation in the Partnering Against Corruption Initiative (PACI).</p> <p>To date, we have provided some USD \$ 120 million in funding for 85 projects as part of the Siemens Integrity Initiative to combat corruption and fraud in more than 50 countries.</p> <p>As part of the DEGREE framework, we plan to provide training and refresher courses in the BCGs for 100% of our people in three-year cycles.</p> <p>➤ COMPLIANCE</p>	<p>Once again in fiscal 2021, we made important progress in advancing the Siemens compliance system, including:</p> <ul style="list-style-type: none"> ➔ BCG training was rolled out for some 77,000 employees around the world (including SHS), and 72,000 of them (about 93%) had completed it successfully by the end of fiscal 2021. ➔ We established global teams of compliance experts for specific topics. In this way, we aim to address significant cross-organizational challenges and at the same time, identify opportunities for improvement in terms of efficiency and efficacy by making the most of available knowledge and experience. As a part of this network, continuous monitoring of compliance risks was supplemented with a global group of experts to provide early detection of risks from new digital business models, and to define proposals for risk mitigation. <p>➤ OUR KEY AREAS OF IMPACT</p> <p>➤ COMPLIANCE</p>

7.8

United Nations CEO Water Mandate

Progress report

Siemens became a signatory to the United Nations CEO Water Mandate in 2008. We are continuing to support the Mandate in two ways: by managing water efficiently at our own facilities and by providing solutions that help our customers handle water and wastewater more efficiently.

Our own activities

Further information about resource conservation and water consumption at Siemens locations is available in the section [➤ ENVIRONMENT](#) of this report. We are continuing to implement the approach to water resource management that was developed in 2021. The goals for locations with high water-related risks – risks due, for example, to aridity, high levels of wastewater contamination or poorly developed technical infrastructures – must be adjusted to local conditions in order to reduce risks and negative environmental impacts. Siemens' water strategy aims to minimize the negative local impacts of our water consumption by taking into account water scarcity and other risks such as water pollution and flooding in environmentally sensitive areas.

We use resources carefully and avoid wasting them wherever possible – for example, by participating in the Leadership in Energy and Environmental Design (LEED) certification program, whose focuses include efficient water utilization as a key planning element. We require LEED certification at all our new construction projects.

Our supply chain partners

The environmental protection requirements for our supply chain partners are set out in the Siemens Group Code of Conduct for Siemens Suppliers and Third Party Intermediaries. Further information on these requirements is available in the section [➤ SUSTAINABLE SUPPLY CHAIN PRACTICES](#) of this report.

Our customers

We support our customers with water management solutions.

Advanced water extraction

Siemens has been commissioned by the A3C consortium to equip eight seawater desalination plants in Saudi Arabia with process automation systems, drives technology, process instrumentalization systems, and communications technology. This order follows an earlier agreement in which Siemens was named the main contractor to supply the electrical, automation, and instrumentation packages for the world's first large-scale solar-powered seawater desalination plant. Due to the use of solar power, CO₂ emissions at the plant, which is located near the Saudi Arabian city of Al Khafji, are considerably lower than those at plants powered by electricity from non-renewable sources. Siemens' technology also ensures plant availability of around 98%.

Partnerships to reduce water loss

Siemens and BuntPlanet have signed a distribution agreement that enables them to offer advanced solutions and provide a wide-ranging portfolio of hardware, software, and services for water distribution networks. Particularly in the area of leakage detection, the partnership helps Siemens customers reduce water loss, guarantee water supplies and significantly increase energy efficiency. As part of this collaboration, both partners are making a major contribution to ensuring sustainable water supplies worldwide.

Social commitment

Through memberships in international organizations, we participate in numerous initiatives and projects such as the water project on the Action 2020 platform of the World Business Council for Sustainable Development. We initiate, implement, and support projects to foster efficient water use in various regions of the world.

The Siemens Stiftung, Siemens' nonprofit foundation in Germany, applies an entrepreneurial approach to supplying communities with clean drinking water. One example of a successful project is:

Safe Water Enterprises – Kenya

Migori country in western Kenya is a sub-Saharan region whose inhabitants have no access to clean drinking water. A Siemens Stiftung water kiosk provides the Wath Onger community in Migori with up to 20,000 liters of clean water per day. The kiosk is a source of income for community members, especially women. Since the installation of the kiosk, no new cases of cholera have been reported in the region. Other waterborne diseases such as typhoid and diarrhea have decreased significantly. The kiosk in Wath Onger is one of 20 Safe Water Enterprises supported by the Siemens Stiftung and was initiated by the Lake Victoria AIDS Support Organization (LAVISO).

Further information on projects from the Siemens Stiftung is available at:

 WWW.SIEMENS-STIFTUNG.ORG/EN/PROJECTS/

7.9

Independent auditor's limited assurance report

The assurance engagement performed by Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft relates exclusively to the German PDF version of the Sustainability Report 2021 of Siemens AG. The following text is a translation of the original German Independent Assurance Report.

To Siemens AG, Berlin and Munich

We have performed a limited assurance engagement on the Sustainability Report 2021 of Siemens AG for the reporting period from October 1, 2020 to September 30, 2021 (hereafter the report).

Our engagement exclusively relates to the German PDF version of the report. Our engagement did not include the information in the Annex to the report as well as any prospective disclosures and links to other web pages. The report is published as a PDF version at www.siemens.com/investor/en.

Management's responsibility

The legal representatives of Siemens AG are responsible for the preparation of the report in accordance with the reporting criteria and for the selection of the information to be assessed. As reporting criteria, the Company applies the Sustainability Reporting Standards of the Global Reporting Initiative (GRI) and, for the key performance indicators of the Environmental Portfolio, the reporting principles as outlined in the Annex "Environmental Portfolio Reporting Principles" and the underlying criteria set forth in "A Corporate Accounting and Reporting Standard – Revised Edition" and "GHG Protocol for Project Accounting" issued by the Greenhouse Gas Protocol Initiative.

This responsibility includes the selection and application of appropriate methods to prepare the report as well as making assumptions and estimates related to individual sustainability disclosures which are reasonable in the circumstances. Furthermore, the legal representatives are responsible for such internal controls that they have considered necessary to enable the preparation of a report that is free from – intended or unintended – material misstatement.

Auditor's declaration relating to independence and quality control

We are independent from the Company in accordance with the provisions under German commercial law and professional requirements, and we have fulfilled our other professional responsibilities in accordance with these requirements.

Our audit firm applies the national statutory regulations and professional pronouncements for quality control, in particular the bylaws regulating the rights and duties of Wirtschaftsprüfer and vereidigte Buchprüfer in the exercise of their profession [Berufssatzung für Wirtschaftsprüfer und vereidigte Buchprüfer] as well as the IDW Standard on Quality Control 1: Requirements for Quality Control in audit firms [IDW Qualitätssicherungsstandard 1: Anforderungen an die Qualitätssicherung in der Wirtschaftsprüferpraxis (IDW QS 1)].

Auditor's responsibility

Our responsibility is to express a limited assurance conclusion on the report based on the assurance engagement we have performed.

We conducted our assurance engagement in accordance with the International Standard on Assurance Engagements (ISAE) 3000 (Revised): "Assurance Engagements other than Audits or Reviews of Historical Financial Information," issued by the International Auditing and Assurance Standards Board (IAASB). This Standard requires that we plan and perform the assurance engagement to obtain limited assurance about whether the report of the Company has been prepared, in all material respects, in accordance with the reporting criteria. In a limited assurance engagement the assurance procedures are less in extent than for a reasonable assurance engagement and therefore a substantially lower level of assurance is obtained. The assurance procedures selected depend on the auditor's professional judgment.

Within the scope of our assurance engagement, which has been conducted between May and November 2021, we performed amongst others the following assurance and other procedures:

- Inquiries of employees concerning the sustainability strategy, sustainability principles, and sustainability management including the stakeholder dialog of Siemens AG,
- Inquiries of employees from the central Sustainability Department and other relevant departments responsible for the preparation of the report in order to assess the sustainability reporting system, the data capture and compilation methods, as well as internal controls to the extent relevant for the limited assurance of the report,
- Identification of likely risks of material misstatement in the report,

- Inspection of the relevant documentation of the systems and processes for compiling, aggregating, and validating sustainability data in the reporting period and testing such documentation on a sample basis,
- Analytical measures at Group level and at the level of the Industrial Businesses regarding the quality of the reported data,
- Inquiries and inspection of documents on a sample basis relating to the collection and reporting of the sustainability data at Group level, at the level of the Industrial Businesses and at selected sites,
- Inquiries and inspection of documents on a sample basis relating to the collection and reporting of the key performance indicators of the Environmental Portfolio including the procedures for determining the qualification of products, solutions, and services for the Environmental Portfolio,
- Inquiries of employees from the central Sustainability Department and other relevant departments on material qualitative statements in the report as well as the inspection of selected underlying documents,
- Evaluation of the presentation of disclosures in the report.

Assurance conclusion

Based on our assurance procedures performed and assurance evidence obtained, nothing has come to our attention that causes us to believe that the Sustainability Report 2021 of Siemens AG for the period from October 1, 2020 to September 30, 2021 has not been prepared, in all material respects, in accordance with the reporting criteria.

Intended use of the assurance report

We issue this report on the basis of the engagement agreed with Siemens AG. The assurance engagement has been performed for the purposes of the Company and the report is solely intended to inform the Company as to the results of the assurance engagement and must not be used for purposes other than those intended. The report is not intended to provide third parties with support in making (financial) decisions.

Engagement terms and liability

The "General Engagement Terms for Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften [German Public Auditors and Public Audit Firms]" dated 1 January 2017 are applicable to this engagement and also govern our relations with third parties in the context of this engagement (www.de.ey.com/general-engagement-terms). In addition, please refer to the liability provisions contained there in no. 9 and to the exclusion of liability towards third parties. We assume no responsibility, liability, or other obligations towards third parties unless we have concluded a written agreement to the contrary with the respective third party or liability cannot effectively be precluded.

We make express reference to the fact that we do not update the assurance report to reflect events or circumstances arising after it was issued unless required to do so by law. It is the sole responsibility of anyone taking note of the result of our assurance engagement summarized in this assurance report to decide whether and in what way this result is useful or suitable for their purposes and to supplement, verify, or update it by means of their own review procedures.

Munich, November 30, 2021

Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft

Breitsameter	Johne
Wirtschaftsprüferin (German Public Auditor)	Wirtschaftsprüferin (German Public Auditor)

7.10

Notes and forward-looking statements

There is no standard system that applies across companies for qualifying products and solutions for environmental and climate protection, or for compiling and calculating the respective revenues and the quantity of reduced carbon dioxide emissions attributable to such products and solutions. Accordingly, revenues from our Environmental Portfolio and the reduction of our customers' annual carbon dioxide emissions may not be comparable with similar information reported by other companies. Revenues from our Environmental Portfolio and the reduction of our customers' annual carbon dioxide emissions are derived from various internal reporting systems that are generally different from those applicable to the financial information presented in our Consolidated Financial Statements and are, in particular, subject to less sophisticated internal documentation as well as preparation and review requirements, including the IT systems in use and the general internal control environment. We may change our policies for recognizing revenues from our Environmental Portfolio and the reduction of our customers' annual carbon dioxide emissions in the future without previous notice.

This document contains statements related to our future business and financial performance and future events or developments involving Siemens that may constitute forward-looking statements. These statements may be identified by words such as "expect," "look forward to," "anticipate," "intend," "plan," "believe," "seek," "estimate," "will," "project," or words of similar meaning. We may also make

forward-looking statements in other reports, in prospectuses, in presentations, in material delivered to shareholders, and in press releases. In addition, our representatives may from time to time make oral forward-looking statements. Such statements are based on the current expectations and certain assumptions of Siemens' management, of which many are beyond Siemens' control. These are subject to a number of risks, uncertainties, and factors, including, but not limited to those described in disclosures, in particular in the chapter Report on risks and opportunities including report on expected development of the Annual Report. Should one or more of these risks or uncertainties materialize, events of force majeure, such as pandemics, occur, or should underlying expectations including future events occur at a later date or not at all or assumptions prove incorrect, actual results, performance, or achievements of Siemens may (negatively or positively) vary materially from those described explicitly or implicitly in the relevant forward-looking statement. Siemens neither intends, nor assumes any obligation to update or revise these forward-looking statements in light of developments which differ from those anticipated.

This document includes – in the applicable financial reporting framework not clearly defined – supplemental financial measures that are or may be alternative performance measures (non-GAAP measures). These supplemental financial measures should not be viewed in isolation or as alternatives to measures of Siemens' net assets and financial positions or results of operations as presented in accordance with the applicable financial reporting framework in its Consolidated Financial Statements. Other companies that report or describe similarly titled alternative performance measures may calculate them differently.

Due to rounding, numbers presented throughout this and other documents may not add up precisely to the totals provided, and percentages may not precisely reflect the absolute figures.

This document is an English-language translation of the German document. In case of discrepancies, the German-language document is the sole authoritative and universally valid version.

7.11

Further information and information resources

Additional information

The Siemens annual financial report 2021 is available at:

 WWW.SIEMENS.COM/ANNUALREPORTS

Further sustainability information

Further information on our commitment to sustainability and sustainability figures are available at:

 WWW.NEW.SIEMENS.COM/SUSTAINABILITY

 WWW.NEW.SIEMENS.COM/SUSTAINABILITYFIGURES

Further information on research, development, and innovation at Siemens is available at:

 WWW.NEW.SIEMENS.COM/INNOVATION

Further information on Siemens Stiftung is available at:

 SIEMENS-STIFTUNG.ORG/EN

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Siemens is offering turn-key solutions and services for the maintenance and management of facilities, systems, and components in the following areas:

- **Building Automation Services** - Ensures automation systems and controls are performing at optimal levels, maintaining occupant comfort, and maximizing productivity and energy efficiency. Services that keep systems performing at their best, as designed and intended to operate, help you achieve optimized comfort, safety, and security; fulfill regulatory requirements; provide greater transparency into critical systems; reduce operating risks; improve decision making through data analytics; enhance system performance; Conserve energy; And reduce environmental impact.
- **Mechanical Services** - Extends the life of mechanical equipment and maintains optimal performance for increased energy savings and occupant comfort. Smart mechanical services combine mechanical service with the digital services and energy efficiency to help our customers increase their facility staff's productivity while improving HV AC system efficiency. Many facilities departments are understaffed and struggle to keep pace in a very reactive environment. Smart mechanical services can use the power of predictive maintenance and analytics to help prioritize maintenance issues and identify issues before they become major problems. This is the value engine that drives higher value for our customer. Smart mechanical service is a new way of thinking about how to approach emphasis is for customers.
- **Fire Safety Services** - Ensures critical systems are operating properly and are in compliance with local and national codes and industry specific requirements. Fire and life safety systems that are properly maintained and serviced per standards will help you achieve this goal and minimize your risks period to provide the highest probability that fire and life safety systems will operate properly in the event of a fire - detect fires, notify occupants, and extinguish flames - the NFPA requires 24/7 monitoring; Regular inspection, testing, and maintenance; And timely deficiency repairs. Insurance providers as well as federal, state, and local authorities having jurisdiction (AHJ) may have additional requirements and must also be met. Our team of experts can help you stay compliant as well as assist in properly inspecting, testing and maintaining your fire and life safety systems and equipment per standards and requirements specific to your building, business, and jurisdiction.
- **Security Services** - Ensures systems are fully functional and optimized to provide protection of people, assets, and property with minimal business interruption. Siemens will provide system operation support and assistance two security managers to supplement the skills of facilities staff with Siemens expertise. We can monitor and analyze security system performance to help achieve operational goals. Lifecycle management helps ensure the security system is upgraded or modernized to provide the best level of technology for your business. Software updates, technology audits, and database integrations support the entire lifecycle of your security system. Preventive and corrective maintenance measures ensure that all standards that all standard routines for maintenance are completed as necessary to optimize performance. Reduce the number of operational disturbances so that safety and security are continually maintained.
- **Electrical Services** - Pictures the reliability, up time, performance, safety, and life cycle management of the electrical systems infrastructure. Siemens offers a complete portfolio of

electrical services including preventive maintenance, emergency services, Technical Support, equipment reconditioning, retrofits and upgrades. Siemens ensures maximum reliability with electrical services. The costs of operating the efficient or unsafe power systems and great in terms of safety, performance, last productivity electrical services help you increase both up time and efficiency and improve services include preventive maintenance service agreements, services, Technical Support, our system engineering public electrical system organization solutions.

- **Energy Services** - Ensures buildings and infrastructure conserve energy, maximize efficiency, minimize operating costs, and reduce environmental impact. From energy reduction to energy production and procurement, Siemens assists organizations of all types in customizing and energy management program that addresses their needs from both sides of the meter. Our approach ensure is a comprehensive plan to meet strategic and technical goals today, while protecting and optimizing investments well into the future with continuous data analysis and support. Siemens combines expertise, technology and services that lower operating costs and risks, and reduce environmental impact using packages of the portfolio elements.

As a trusted partner for energy efficient infrastructure, we ensure that energy is managed effectively using a comprehensive total energy management approach. On the facility level, redesign and implement improvements and accordance with the US green building councils LEED certification and Energy Star requirements our low and medium voltage Power Distribution systems create reliable and economical backbone for electrical systems. Through energy automation and smart grid solutions, we provide future proof solutions that help you evolve with our changing world and meet new demands for resiliency.

Siemens provides the following remote monitoring and digital services:

Digital Command Performance

- Navigator Energy Dashboard
- Remote Management Services – Automation

Digital Command Performance provides a secure, robust, and reliable middleware infrastructure for data connections to third-party Building Automation Systems (BAS). This approach allows our customers to leverage powerful cloud-based analytics platforms to provide visibility to key equipment currently controlled by their current automation systems.

By leveraging Digital Command Performance, Siemens customers have increased insight into the operating and energy performance of their facilities. As part of this service offering, these analytics can identify, resolve and ultimately reduce faults, uncover energy savings, and enable performance reporting for a more proactive approach to maintaining your system, and are guided by mutually agreed-upon KPIs tracked over time.

BMS Health

- Terminal Unit Performance Analysis
- Data Backup and Restore Services - Online for APS
- Remote Targeted Maintenance
- Advanced Maintenance Diagnostics Report
- Software Subscription Service - Desigo CC

Optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service.

HVAC System and Equipment Health

- CloudFIMs Advanced
- CloudOps Advanced
- CloudOps Mechanical

Optimize the health of the HVAC system and equipment using analytics to continuously monitor faults, critical issues, maintenance needs and potential energy savings, thus improving equipment and system performance.

Network Health

- Network Maintenance
- BACnet Network Analysis

Optimize the health of the network infrastructure by analyzing network traffic and resolving performance issues.

Additional Services

- Equipment Control Loop Analysis (Qty = 5 AHUs bucket)
- System Performance Monitoring - Automation
- Activity Central as a Service
- Assessment of airside HVAC components to identify operational and efficiency improvements

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

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order. If neither (i) nor (ii) apply, then Siemens' standard rates for Services shall be those in effect at the time Siemens renders the services and Siemens' rates for Products shall be those in effect at the time of shipment.

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

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

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

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

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

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

(g) Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(h) Shipping, Packing and Handling of Product – Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

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

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

4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS. Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

5. TRANSPORTATION AND STORAGE OF PRODUCTS. (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. CANCELLATION. Buyer may cancel this Agreement at any time on thirty (30) days written notice. Buyer shall have no right to defer shipment of Product. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Siemens Products and Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Siemens Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

7. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs of Service incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

8. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens),

documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

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

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

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

10. WARRANTIES.

(a) *Warranties.* Siemens warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in material and workmanship; (iii) each Product materially conforms to Siemens specifications that are attached to, or expressly incorporated into this Agreement; and (iv) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (the "**Warranties**"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) *Remedies.* If the Services or Product fail to meet the warranty standards set forth in Article 10(a) within the applicable Warranty period defined in Article 10(c), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty period, Siemens shall at its own expense as Buyer's sole and exclusive remedies for breach of the Warranties: (i) for Services, re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Siemens' discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to the remainder of the original Warranty period.

Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 10(d) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(c) *Warranty Period.* Buyer must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

(d) *Conditions to the Warranties.* The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services; (iv) Buyer discontinuing use of the Product and Equipment after it has, or should have had knowledge of any defect in the Product or Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services; (vi) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Siemens' discretion, Buyer either removing and shipping Product or Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to Products or Equipment to assess the warranty claims; (viii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(e) *Exclusions from Warranty Coverage.* The Warranties do not apply to (i) any product not supplied by Siemens; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such products, Third Party Parts, Equipment, services or any related assignment of warranties. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(f) *Transferability.* The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 10 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AS TO SIEMENS PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 11 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

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

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 11 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL

PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 11 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SIEMENS PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 10, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

12. PATENT AND COPYRIGHT INFRINGEMENT.

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

Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

13. CONFIDENTIALITY.

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

Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

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

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

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

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

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

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

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

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

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

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

22. NUCLEAR. In the event the Siemens Products and Services provided under the Agreement are to be used in or performed at or are connected with in any manner a nuclear installation, the following conditions shall apply:

(a) Buyer's Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 26. Without limiting its other rights and remedies, Siemens: (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 26, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

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

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

(e) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 26.

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

28. PRODUCT RETURNS. Prior to the return of any Product, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

Siemens Industry, Inc.'s Contract and RFP Exceptions ("Exceptions") to the Request for Exhibit B Administration Agreement Example for UCOP

Siemens Industry, Inc. ("Siemens") has reviewed all of the RFP Documents for the UC Systemwide Request for Proposal ("RFP") including the proposed contract and the terms and conditions contained and incorporated therein. We agree with the intents and purposes described in these documents but take exception to the wording of certain provisions. Therefore, we reserve the right to discuss and revise Exhibit B Administration Agreement Example for UCOP (Agreement") and associated contractual requirements with the Regents of the University of California or its representative(s) to reach a mutually satisfactory document encompassing all the intents and purposes described in the RFP Documents and these exceptions within a reasonable time after the award of the work. Please note that Siemens will provide the terms and conditions of the Master Agreement referenced in the Administration Agreement under separate cover in response to this RFP. These are terms Siemens uses for work with Regents of the University of California, as amended by Siemens. These terms and conditions of the Master Agreement are to be used solely in connection with the work to be performed for the Regents of the University of California. Siemens standard terms and conditions will comprise the terms of the Master Agreement for any other entity for whom Siemens will perform work pursuant to this program, and these will be provided under separate cover in response to the RFP (i.e. Siemens terms and conditions attachment).

Attached and incorporated herein is a copy of the revised Exhibit B Administration Agreement Example for UCOP, and these Exceptions contain explanations for the same.

Recitals

1. Siemens has revised this section so that the Agreement is not amended by the Master Agreement, which has not been negotiated or signed. It does provide context and background for the Agreement, which the revision so provides.
2. Siemens has revised the second section to it indicate what the Master Agreement should provide, as it has not been negotiated or signed. Ultimately, Siemens terms and conditions as provided for the purposes outline above and in response to the RFP, shall comprise the Master Agreement.
3. Siemens has revised fourth section to indicate that OMNIA Partner so acts pursuant to agreement of the Principal Procurement Agency, as the Master Agreement has not been negotiated or signed.
4. Siemens has revised fifth section for the same reasons indicated for the prior two revisions.

Terms and Conditions

5. Siemens has revised paragraph two so that the Agreement does not incorporate by reference the Master Agreement, which has not been negotiated or signed. The revision does provide for attachment of the Master Agreement as illustrative, however.

6. Siemens has revised paragraph three to indicate that OMNIA Partner so acts pursuant to agreement of the Principal Procurement Agency, as the Master Agreement has not been negotiated or signed.

7. Siemens has revised paragraph four to indicate that OMNIA Partner so acts pursuant to agreement of the Principal Procurement Agency, as the Master Agreement has not been negotiated or signed.

8. Siemens has revised paragraph six to provide, reciprocally, that Siemens has no liability for OMNIA Partners' performance under the Master Agreement that OMNIA Partner and that OMNIA Partners, reciprocally hold Siemens harmless respecting the same.

9. Siemens has revised paragraph seven to: (1) make Siemens requirements consistent with its legal obligations under applicable law; (2) to exclude information in the public domain and (3) and to provide that Siemens receives compensation for work for which it is not otherwise compensated.

10. Siemens has revised paragraph eight to obligate OMNIA Partner to follow prudent industry practices and to provide Siemens with a damage cap.

National Promotion

11. Siemens has revised paragraph eleven to have its marketing and promotional obligations consistent with its commitment indicated in its response to the RFP and make Logo use contingent upon permission granted by its Owner.

Administrative Fee, Reporting and Payment

12. Siemens has revised paragraph thirteen to have a reasonability qualified for its reporting obligations and to de-link the same from the Master Agreement.

13. Siemens has revised paragraph fourteen to de-link the same from the Master Agreement its payment of obligations under the Agreement.

14. Siemens has revised paragraph fifteen to : (1) limit disclosure under the audit requirements to non-proprietary documents; (2) to have agreed audit sites and to establish a reasonable and objective standard for siemens obligation to pay for audit costs.

General Provisions

15. Siemens has revised paragraph sixteen to indicate an order of precedence that does not Include the Master Agreement.

16. Siemens has revised paragraph eighteen to indicate that, like Omnia Partners, Siemens can assign its rights under the Agreement to one of its affiliates or successors-in- interest.

Master Agreement

17. Siemens has revised the paragraph so that the Agreement does not incorporate by reference the Master Agreement, which has not been negotiated or signed. The revision does provide for attachment of the Master Agreement as illustrative, however.

WARRANTY.

Supplier warrants that all Equipment and Products furnished are free from liens and encumbrances at the time of delivery, and are free from defects in materials and workmanship. Supplier warrants that it will perform the Services in a professional and workmanlike manner. The warranties do not apply to software furnished by Supplier. The sole and exclusive warranties for any software are set forth in the applicable Software License. If the Services or Product fail to meet the warranty standards set forth in "WARRANTY" within the applicable warranty period defined herein, and Omnia or the Participating Entity (as applicable) promptly reports such non-conformance to Supplier during the above mentioned warranty period, Supplier shall at its own expense as Omnia or the Participating Entity's (as applicable) sole and exclusive remedies for breach of the warranties: (i) for Services, re-perform the relevant Services or, in Supplier's sole discretion, refund Omnia or the Participating Entity (as applicable) the pro rata portion of the fees paid to Supplier under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Supplier's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product Services or parts is limited to the remainder of the original warranty period. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended as set forth in the manufacturer's product documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity to the extent legally permissible. Unless Supplier agrees otherwise in writing, Omnia or the Participating Entity (as applicable) will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Supplier to perform its warranty obligations; (iii) transportation to and from the Supplier factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Omnia or the Participating Entity (as applicable) with their deteriorated condition or from their deteriorated condition. All exchanged Products replaced under this warranty will become the property of Supplier. Omnia or the Participating Entity (as applicable) must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied. THE WARRANTIES IN THIS "WARRANTY" ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AS TO SUPPLIER PRODUCTS AND SERVICES. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of ____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), and ____ ("Supplier").

RECITALS

WHEREAS, the ____ (the "Principal Procurement Agency") has entered into a Master Agreement effective ____, Agreement No ____, by and between the Principal Procurement Agency and Supplier, ~~(as may be amended from time to time in accordance with the terms thereof in effect as of the date of this Agreement; the "Master Agreement", as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein for supplying background and context for the purpose of the Agreement,~~ for the purchase of ____ (the "Product");

WHEREAS, said Master Agreement ~~should~~ provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency, as agreed by the Principal Procurement Agency;

WHEREAS, ~~The parties anticipate that the~~ Principal Procurement Agency shall desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. ~~The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.~~ Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement ~~are incorporated herein and are an integral part hereof~~ are illustrative of the intents of the Agreement.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, as agreed by the Principal Procurement Agency and Supplier, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate ~~insurance~~.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein as agreed by the Principal Procurement Agency, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract

Version April 8, 2021

Commented [GK(RSR1): The terms of the Master Agreement shall be supplied by Siemens under separate cover as part of its RFP response.

Commented [GK(RSR2): As indicated previously and elsewhere, the Master Agreement's terms will be provide by Siemens as part of its response to the RFP and related contract exceptions.

OMNIA PARTNERS EXHIBITS

EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

administrator under the Master Agreement.

OMNIA PARTNERS EXHIBITS

EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability ~~that may to the arise arising~~ from the ~~negligent~~ acts or omissions of Supplier in connection with the Master Agreement. Supplier shall not be responsible for OMNIA Partners's performance under the Master Agreement and OMNIA Partners shall hold Supplier harmless from any liability to the extent arising from the negligent acts or omissions of OMNIA Partners in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including to the extent applicable, without limitation: (a) United States federal and state information security and privacy statutes, ~~and regulations and/or best practices~~, including to the extent applicable, without limitation, ~~the Gramm-Leach-Bliley Act~~, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards ~~and best practices~~ (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein, that is not publicly available. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests at OMNIA Partners's sole expense. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT, EXCEPT THAT IT SHALL OBSERVE PRUDENT INDUSTRY PRACTICES IN THAT CAPACITY. OMNIA PARTNERS NEITHER PARTY SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNER THE OTHER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL COMPESATION RECEIVED BY SIEMENS FROM OMNIA PARTNERS UNDER THIS AGREEMENT.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA

OMNIA PARTNERS EXHIBITS

EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

OMNIA PARTNERS EXHIBITS

EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall ~~require~~ each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support ~~it committed to~~ as set forth in ~~response to~~ the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for ~~its~~ use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement, ~~as is approved by the Logo's owner in writing and in advance of such use~~. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ~~Three~~ percent (~~3%~~) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format ~~reasonably~~ prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of ~~the Master Agreement, at Principal Procurement Agency's sole discretion, and/or~~ this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of ~~the Master Agreement, at Principal Procurement Agency's sole discretion, and/or~~ this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all ~~non-proprietary~~ materials reasonably requested relating to such audit by OMNIA Partners at the location ~~designated by OMNIA~~

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Partners agreed by the parties. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA

OMNIA PARTNERS EXHIBITS
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Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit if the underpayment is greater than or equal to five percent (5%) of the amount subject of the audit.

GENERAL PROVISIONS

16. This Agreement, ~~the Master Agreement~~ and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement ~~and the Master Agreement, as between OMNIA Partners and Supplier~~, the more specific provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, except to its affiliates or any purchaser of any or all or substantially all of the assets of Supplier, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP
EXHIBIT A TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is ~~incorporated herein by reference as though fully set forth herein~~ attached hereto for illustrative purposes.

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP
EXHIBIT B TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 400.1.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP
EXHIBIT B TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS, PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

**OMNIA Partners, as the cooperative administrator on
behalf of Principal Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP
EXHIBIT D TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Instructions for Providing Payments

- All payments are to be made as follows. ACH payments are preferred.

ACH Instructions

ACH Information For: OMNIA Partners, LLC

Bank Name: Fifth Third Bank

ACH Routing Transit Number: 064103833

Account Number: 7362675998

Regular, Courier or Delivered Mail for Checks

OMNIA Partners

ATTN: Controller

840 Crescent Centre Drive

Suite 600

Franklin, TN 37067

- Please email any questions regarding payments to accounting@omniapartners.com.

Labor Category: BAU Service Specialist *

Functional Responsibility: performs on-site service for the repair and maintenance of equipment associated with Automatic Building Control Systems and Energy Management Systems.

Experience: requires 1-5 years Building Automation service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: BAU Service Project Manager *

Functional Responsibility: oversees teams or groups responsible for executing project service jobs associated with Automatic Building Control Systems and Energy Management Systems.

Plans the account management, design, engineering, and systems installation of field projects. Impacts P&L and is responsible for resource allocation and financial forecasting.

Experience: 8-10 years' experience managing projects.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: BAU Solution Specialist **

Functional Responsibility: performs on-site technical services to install and implement the equipment associated with Automatic Building Control Systems and Energy Management Systems.

Experience: requires 1-5 years Building Automation service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: BAU Solution Project Manager **

Functional Responsibility: oversees teams or groups responsible for executing project (solutions) jobs associated with Automatic Building Control Systems and Energy Management Systems. Plans the account management, design, engineering, and systems installation of field projects. Impacts P&L and is responsible for resource allocation and financial forecasting.

Experience: 8-10 years' experience managing projects.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: BAU Engineer

Functional Responsibility: performs on-site technical and operational support in the design, development, Installation and maintenance of equipment and systems of a complex nature associated with Automatic Building Control Systems and Energy Management Systems.

Experience: 5-8 years' experience in Building Automation or Energy systems.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience

Labor Category: FIS Service Specialist *

Functional Responsibility: performs on-site service for the repair and maintenance of equipment associated with Fire alarm systems.

Experience: requires 1-5 years Fire service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: FIS Service Project Manager*

Functional Responsibility: oversees teams or groups responsible for executing project service jobs associated with Fire alarm installation, repair, and maintenance. Plans the account management, design, engineering, and systems installation of field projects. Impacts P&L and is responsible for resource allocation and financial forecasting.

Experience: 8-10 years' experience managing projects.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: FIS Solution Specialist **

Functional Responsibility: performs on-site technical services to install and implement the equipment associated with Fire alarm systems.

Experience: requires 1-5 years Fire service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: FIS Solution Project Manager**

Functional Responsibility: oversees teams or groups responsible for executing project (solutions) jobs associated with Fire alarm installation, repair, and maintenance. Plans the account management, design, engineering, and systems installation of field projects. Impacts P&L and is responsible for resource allocation and financial forecasting.

Experience: 8-10 years' experience managing projects.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: FIS Engineer

Functional Responsibility: performs on-site technical and operational support in the design, development, installation and maintenance of equipment and systems of a complex nature associated with Fire Systems.

Experience: 5-8 years' experience in Fire systems.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: SES Service Specialist *

Functional Responsibility: performs on-site service for the repair and maintenance of equipment associated with Security and CCTV Systems.

Experience: requires 1-5 years Security service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: SES Service Project Manager*

Functional Responsibility: oversees teams or groups responsible for executing project service jobs associated with Security and CCTV Systems installation, repair, and maintenance. Plans the account management, design, engineering, and systems installation of field projects. Impacts P&L and is responsible for resource allocation and financial forecasting.

Experience: 8-10 years' experience managing projects.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: SES Solution Specialist **

Functional Responsibility: performs on-site technical services to install and implement the equipment associated with Security and CCTV Systems installation, repair, and maintenance.

Experience: requires 1-5 years Security service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: SES Solution Project Manager **

Functional Responsibility: oversees teams or groups responsible for executing project (solutions) jobs associated with Security and CCTV Systems installation, repair, and maintenance. Plans the account management, design, engineering, and systems installation of field projects. Impacts P&L and is responsible for resource allocation and financial forecasting.

Experience: 8-10 years' experience managing projects.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: SES Engineer

Functional Responsibility: performs on-site technical and operational support in the design, development, Installation and maintenance of equipment and systems of a complex nature associated with Security Systems.

Experience: 5-8 years' experience in Security systems.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience

Labor Category: Electrical Service Specialist

Functional Responsibility: performs on-site technical and operational support in the design, development, Installation and maintenance of equipment and systems of a complex nature associated with Electrical Services.

Experience: Successfully demonstrates thorough advanced knowledge of a technical or specialty area. Generally, must have 5-8 years' experience in electrical service or engineer responsibility and successful demonstration of Key Responsibilities and Knowledge as presented above.

Education: Associates degree or 1-2 years of vocational technical training preferred. BS degree or equivalent experience preferred. Specialized skill training/certification may be required.

Labor Category: Electrical Installer

Functional Responsibility: Performs or assists with installation and checkout of electric and electronic components for systems and service installed jobs and service agreements associated with automatic building control systems, fire management, security CCTV, audio and energy management systems. Installs or assist with the installation of conduit, wire, cable, equipment, components and devices associated with fire, security, and energy management systems. Installs and mounts electric/electronic controls, devices, panels, sensors, and components. Performs interlock wiring as required. Performs wiring check out and assists with systems start up. Performs tasks related to the panel fabrication. Disconnects and dismantles electric/electronic instruments, panels, sensors, components, etc. as necessary. Coordinates with or advises supervision about the requirements for material and supplies to ensure timely delivery to the job site.

Experience: requires 1-5 years electrical installation service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: Power System Engineer

Functional Responsibility: This person performs applications engineering and analytical studies on Medium Voltage and Low Voltage electrical power distribution systems for industrial, commercial, institutional and government customers in metropolitan area. Principal activity is preparation of short circuit, device evaluation; protective device coordination and arc flash studies.

Experience: Typically 8-10 years of successful experience in related field and successful demonstration of Key Responsibilities and Knowledge as presented above. Advanced degree MAY be substituted for experience, where applicable. Prior experience performing electrical power systems analysis is required. Preferred candidate will have current P.E. registration, experience using SKM product suite and have electrical power systems.

Education: All qualified candidates should have the following:

- Bachelor Degree in Electrical Engineering, MSEE preferred.
- Hold a Professional Engineer License in the USA.
- Expertise on Arc Flash and power system studies, including short circuit, protective device coordination, load flow, grounding, harmonic and power quality studies.
- Experience using SKM, EasyPower, or ETAP power system analysis product suites.
- Power systems applications engineering, design, testing and installation supervision background desired.
- Ability to provide hard copies of power system analysis, reports, and calculations completed.
- Broad industry experience is desired - working with Low Voltage and Medium Voltage installations at utilities, industrial plants, commercial sites.

Labor Category: Mechanic

Functional Responsibility: performs the installation and repair of various types of automation systems, HVAC and associated components.

Experience: Knowledge of automation systems, HVAC, electrical concepts and building operations. Skilled in programming, job start-up, checkout and troubleshooting. Proficient in Microsoft Office: Word and Excel.

Education: Associate degree in electronics or other related field. 5+ years engineer/service experience or equivalent combination of education and experience.

Labor Category: Energy Engineer

Functional Responsibility: performs complex design, development, testing and modifications of solutions. Completes recommendations for complex new designs, new processes, or design changes to meet energy requirements.

Experience: Demonstrates a good grasp of knowledge and principles of field of specialization and applies through successful completion of assignments. Successfully applies knowledge of fundamental concepts, practices, and procedures of particular area of specialization.

Education: BS/BA in related discipline, or advanced degree, where required, or equivalent combination of education and experience 5 – 8 years.

Labor Category: Energy Project Manager

Functional Responsibility: oversees teams or groups responsible for executing project (solutions) and service jobs associated with Energy systems installation, repair, and maintenance. Plans the account management, design, engineering, and systems installation of field projects. Impacts P&L and is responsible for resource allocation and financial forecasting.

Experience: 8-10 years' experience managing projects.

Education: BS/BA in related discipline, or advanced degree or equivalent combination of education and experience.

Labor Category: Energy Specialist

Functional Responsibility: performs on-site service for the repair and maintenance of equipment associated with Energy Management Systems.

Experience: requires 1-5 years Energy system service experience and all certifications and licenses. Good written and verbal communication skills.

Education: Associates degree or 1-2 years of vocational technical training or equivalent combination of education and experience.

Labor Category: ZINE Digital Deployment Specialist

Functional Responsibility: responsible for quality control and the overall accuracy and completeness of all required digital project deliverables (Digital Deployment Package), and deployment of assigned projects that are managed through the National Operations Center. Position is responsible to assemble the customer solution off-site and ensure the Digital Deployment Package is complete, follows customer and Siemens standards before turnover to the field execution team. Additionally, the position is responsible to document completeness and perform remote support for panel and controller level equipment.

Experience: 4+ years' experience in an area of responsibility and successful demonstration of principle duties and responsibilities as presented above

Education: Associate degree in Electronics, Computer Science or another related technical field preferred

Labor Category: ZINE Network Engineer

Functional Responsibility: responsible for designing complex Information and Operational Technology infrastructure. These skills and expertise will allow SI RSS RAM to provide the increased complexity of customer's Intelligent Infrastructure Solutions. These projects have complex integration needs and require a secure infrastructure.

Experience: 5 years' experience in providing technical support in multiple operating systems and network environments.

Education: Bachelor's degree in Engineering, Electronics, Computer Science, or another related field

Labor Category: ZINE Network Specialist

Functional Responsibility: responsible for technical delivery for complex network or integration projects. Coordinates with Specialists from Solutions or Service, ATS and Field Technical Support Engineer personnel as needed. Analyzes customer and company system requirements for use/integration and recommends and implements technical solutions to meet the needs. Configures and troubleshoots integrated products and devices; Diagnoses and resolves network/integration technical problems on customer sites.

Experience: 5+ years' experience with Networks, 3rd party systems. Proven experience with building and maintaining networks and third-party systems; In-depth knowledge of engineering, installation, service, and problem resolution of HVAC control, Security, and/or Fire & Life Safety applications.

Education: Bachelor's degree in relevant field (engineering, computer science, information systems, etc.)

Labor Category: ZTE Specialist

Functional Responsibility: This position provides expertise on automation, security, or fire products and systems and third-party systems. Deliver training and technical support for field technicians and specialists and provide advanced technical assistance.

Experience: 5+ years' experience in installing or servicing electronic control systems

Education: Associate degree minimum; Bachelor's degree preferred.

**Service rates apply to the repair and maintenance of equipment and systems. This includes but is not limited to maintenance/service agreements and training.*

***Solution rates apply to the services associated with equipment and related installation. This includes but is not limited to the services necessary to install and implement the systems/products on contract from design through execution.*

All labor rates are subject regular overtime and premium overtime rates in the following manner:

Straight Time – 1.0 (Monday through Friday, 8 am to 5 pm excluding Holidays)

Regular Time – 1.5 (Monday through Saturday, 5 pm to 8 am excluding Holidays)

Premium Overtime – 2.0 (Sundays and Holidays)

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a

contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BL Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000

must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES BL _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES BL _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES BL _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES BL _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for

the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Siemens Industry, Inc.

Address, City, State, and Zip Code:

1000 Deerfield Parkway, Buffalo Grove, IL 60089

Phone Number: 571-379-1092 Fax Number: 703-483-2100

Printed Name and Title of Authorized Representative:

Beverly Lester, Sr Govt Contracts Manager

Email Address:

beverly.lester@siemensgovt.com

Signature of Authorized Representative: Beverly Lester Date: 8/11/22

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

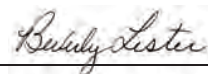
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Siemens Industry, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized

Sr Government Contracts Manager

Official

8/11/22

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Siemens Industry, Inc.

Address, City, State, and Zip Code:

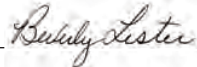
1000 Deerfield Parkway, Buffalo Grove, IL 60089

Phone Number: 571-379-1092 Fax Number: 703-483-2100

Printed Name and Title of Authorized Representative:

Beverly Lester, Sr Government Contracts Manager

Email Address: beverly.lester@siemensgovt.com

Signature of Authorized Representative: 

Date: 8/11/22

002815-May2022-UC System-wide Building Management Systems RFP

Questionnaire Level - Supplier Summary

Questionnaire Name	Questionnaire	Supplier Name	Total Questionnaire	My	Total	Questionnaire	QuestionCoverage
Company Profile and Capabilities	Technical	Siemens Industry, Inc.	-	-	35	35	100
UC Sustainability	Technical	Siemens Industry, Inc.	-	-	21	21	100
Product and Services Pricing	Technical	Siemens Industry, Inc.	-	-	11	11	100
UC E-Commerce for Goods	Technical	Siemens Industry, Inc.	-	-	19	19	100
IT - Security Questionnaire	Technical	Siemens Industry, Inc.	-	-	18	18	100
Value Add Offering	Technical	Siemens Industry, Inc.	-	-	8	8	100

002815-May2022 - UC System-wide Building Management System

Questionnaire Name: *	Company Profile and Capabilities
Questionnaire Type:	Technical
Questionnaire Description:	Questions focused on the company information and capabilities related to or in support of their RFP response.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Siemens Industry, Inc.
Company Information	1	Full name; Legal and Trade Name	2.94%	-	Siemens Industry, Inc.
Company Information	2	* Provide a brief history and description of Supplier to include experience providing similar products and services.	2.94%	-	<p>Siemens is a global innovator focusing on digitalization, electrification, and automation across all industries and is a leader in power generation and distribution, intelligent infrastructure, and distributed energy systems. For more than 160 years, the company has developed technologies that support multiple vertical markets including manufacturing, energy, education, data centers, healthcare, commercial real estate and municipal, state and the federal government. More specifically, Siemens is a manufacturer of building automation, fire, and a limited number of security products. Siemens provides the service associated with these products to include design, installation, service, repair, and maintenance across a broad spectrum of technical disciplines and vertical markets. Siemens employs a team of thousands of professional personnel spread across all sales offices to provide the required service and support.</p> <p>Siemens currently provides similar products and services to over 800 higher education institutions across North America. Our partnered institutions chose Siemens to create more intelligent and resilient buildings and more reliable and sustainable infrastructure for their campuses. Our higher education partners include Harvard University, MIT, West Virginia University, Texas A&M University, Southern Methodist University, University of Florida, Ohio State University, the University of Maryland System, and several UC campuses and medical centers.</p> <p>Siemens Smart Infrastructure was organized in response to the growing integration between utility energy supply and building demand. We are leading technology and solutions providers across digitalization, electrification, integration, data analytics and sustainability. We help our university partners address near-term challenges and position them for efficient, resilient, and sustainable futures. Siemens is widely recognized for innovation, technology, and sustainability. Amongst our many global and regional capabilities, Siemens has been named "Smart #1" in electrification and "World's Most Admired Companies" list for over 10 years.</p>
Company Information	3	Provide the following location information: the total number of locations and salespersons employed by Supplier, the number and location of support centers (if applicable), and the location of the corporate office of the Supplier	2.94%	Location name	<p>1.United States 2.Headquarters 3.Support Centers</p>
Company Information	3	Provide the following location information: the total number of locations and salespersons employed by Supplier, the number and location of support centers (if applicable), and the location of the corporate office of the Supplier	2.94%	Address	<p>1.91 Sales office and branch locations 2.1000 Deerfield Parkway, Buffalo Grove, IL 60089-4547 3.Each office and branch location includes support resources</p>
Company Information	3	Provide the following location information: the total number of locations and salespersons employed by Supplier, the number and location of support centers (if applicable), and the location of the corporate office of the Supplier	2.94%	Number of Salespersons employed	<p>1.8,000+ Sales personnel 2.0</p>
Company Information	3	Provide the following location information: the total number of locations and salespersons employed by Supplier, the number and location of support centers (if applicable), and the location of the corporate office of the Supplier	2.94%	Does this location have a support center?	<p>1.Yes 2.Yes 3.Yes</p>
Company Information	3	Provide the following location information: the total number of locations and salespersons employed by Supplier, the number and location of support centers (if applicable), and the location of the corporate office of the Supplier	2.94%	Is this your corporate office?	<p>1.No 2.Yes 3.No</p>
Company Information	3	Provide the following location information: the total number of locations and salespersons employed by Supplier, the number and location of support centers (if applicable), and the location of the corporate office of the Supplier	2.94%	Annual sales for the 3 previous years	<p>1.Siemens Industry, Inc. does not release separate company financials. SII is subsidiary of Siemens AG 2.Siemens Industry, Inc. does not release separate company financials. SII is subsidiary of Siemens AG 3.Siemens Industry, Inc. does not release separate company financials. SII is subsidiary of Siemens AG</p>
Company Information	4	* Provide and submit a FEIN and Dunn & Bradstreet report.	2.94%	-	<p>FEIN: 13-2762488</p> <p>DUNS: 01-094-4650 Rating 1R3</p> <p>SIEMENS INDUSTRY, INC. 1000 DEERFIELD PKWY BUFFALO GROVE IL 60089</p> <p>Siemens does not directly provide credit reports.</p>

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Company Information	5	* Describe how supplier differentiates itself from its competitors.	2.94%	-	Siemens is a recognized global technology leader that has stood for engineering excellence, innovation, quality, and reliability for 170 years. The company is active around the globe, focusing both R&D and acquisitions on the areas of electrification, automation, decarbonization and digitalization. One of the world's largest producers of energy-efficient, resource-saving technologies, Siemens is a leading supplier of efficient power generation, electrical transmission, building and factory automation, energy efficiency, infrastructure, decarbonization and digital solutions. And while we are proud of what we do, how we deliver value to our customers is what is most important and what sets us apart from our competition. From 2018 thru this year, Siemens has been named amongst the 'World's Most Admired Companies' by Fortune magazine, raking #1 in our peer group where the evaluation criteria included innovation, quality, and social responsibility. Forbes magazine has also named Siemens the 'World's Top Regarded Company' as based on our culture of trustworthiness, honesty, and performance. We believe that all these criteria reflect our 'customer first' approach to business as well as attributes that our customers want from a true business partner. As a result, Siemens is the North American leader for energy-efficient, safe, secure, and environmentally friendly buildings and infrastructure. As a technology partner, service provider, system integrator, and product vendor, Siemens has offerings for building automation, mechanical and electrical services, distributed energy, laboratories, data center and central utility plant optimization and energy management as well as fire protection, life safety and security. As a total energy management partner to many customers in a variety of vertical markets, Siemens is also a leading energy services company, a provider of total energy management solutions, and an energy solutions integrator. As a corporate sustainability leader, Siemens intends to become the first major industrial corporation to achieve a neutral balance of CO2 emissions by 2030, having already successfully passed the halfway mark. Our comprehensive approach includes building energy efficiency, clean transportation, distributed energy systems (including cogeneration and renewable energy), and clean energy sourcing. To achieve our sustainability goals, Siemens will invest over \$130 million to reduce the energy footprint of our production facilities and buildings. And while we are proud of our internal accomplishments to date, we have made an even greater collective impact by assisting our customers in meeting and surpassing their own sustainability objectives. Another key dimension of our customer relationships are our partnership programs that cover areas such as customized programming in the areas of STEM education and support, academic and workforce development in disciplines including
Company Information	6	* Provide the following litigation and related information: describe any present or past litigation, bankruptcy or reorganization involving supplier; felony conviction (indicate if the supplier); and describe any debarment or suspension actions taken against supplier.	2.94%	-	Siemens Industry, Inc. ("SI"), a subsidiary member of Siemens AG, 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, auto liability, general liability, 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. No bankruptcies No felony convictions No debarments
Company Information	7	* Are you a National Supplier offering a national program that other Public Participating Agencies will be able to access through the resulting Master Agreement with the University of California?	2.95%	Yes, I am offering a national program.; No, I am not offering a national program.	Yes, I am offering a national program.
Company Information	7.1	If Yes, I am offering a national program. , * Instructions for OMNIA Partners – Exhibit A – Response for National Cooperative Contract Exhibit A – This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level to serve Participating Public Agencies through OMNIA Partners. Please read and acknowledge you understand these requirements.	N/A	-	Siemens has read and acknowledges these requirements. Siemens notes our responses to "Marketing & Sales" Questions 12-35 of this questionnaire as relevant to certain portions of Exhibit A. Items and commentary regarding the expectations set forth in Exhibit A are noted within those question responses and are not duplicated or listed here.
Company Information	7.2	If No, I am not offering a national program. , * The goal of the RFP is to establish a	N/A	-	
Company Information	8	* Instructions for OMNIA Partners Exhibit B – This document is an example of a standard Administration Agreement between the awarded Supplier(s) and OMNIA Partners. Submission of a proposal affirms Supplier's	2.94%	-	Itemized Exceptions with explanations, Redlined Administration Agreement (pdf and word copy), as well as Siemens' Standard T&Cs (pdf and word copy) are attached. Note Siemens' suggested Administration fee of 3%. Attached Files : Siemens_Exceptions to OMNIA Partners Admin Agreement.pdf;Siemens_Redlined OMNIA Partners Administration Agreement.docx;Siemens_Redlined OMNIA Partners Administration Agreement.pdf;Siemens Standard Terms and Conditions_Products and Services Offerings.pdf;Siemens Standard Terms and Conditions_Products and Services Offerings.docx
Company Information	9	* Questionnaire – Instructions for Exhibit F&G – Federal Funds Certifications and New Jersey Business, Exhibit F – The Federal Funds Certifications form benefits participating agencies seeking to use federal funds to purchase under the resulting Master Agreement. Suppliers must fill this form and submit as an attachment labeled "Proposer's Name - Response to OMNIA Partners – Exhibit F" under the Supplier Response in the CalUSource Portal. Please fill out this document and reattach in CalUSource. Exhibit G – Proposers intending to do business in the state of New Jersey must comply with the policies and procedures required under New Jersey Statutes. Suppliers must fill this form and attach it to their proposal labeled as "Proposer Name – Response to OMNIA	2.94%	-	Completed Exhibit F - Federal Funds Certifications attached. Exhibit G has not been attached - Siemens does not intent to conduct business in New Jersey under this OMNIA contract. Attached Files : Siemens_Response to OMNIA Partners – Exhibit F.pdf
Company Information	10	* Please acknowledge that you reviewed all of the below. Omnia Partners Exhibit C – For	-	Yes; No	Yes

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Company Information	11	Describe your company's ability for the following invoicing payment options	2.94%	Ghost Card; Procurement Card; EDI invoicing and	Ghost Card; Procurement Card; EDI invoicing and EFT; ACH
Marketing and Sales	12	* Provide a detailed ninety-day plan beginning from award of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's primary go to market strategy for Public Agencies to Suppliers teams nationwide.	2.94%	-	to effectively position the Master Agreement as Siemens primary go-to-market strategy, our vertical marketing and communications team will work with Omnia Partners and Siemens field sales organization to do the following: •Week 1 (until completion) – Work to create a dedicated webpage with technical content and a link to the contract; develop a customizable Marketing flyer to create awareness through outreach campaigns and sales calls, and have executive leadership (head of sales and CEO) endorse and sponsor the award internally to raise awareness across sales organization. •Weeks 2-7 – While work on the above continues, we will organize internal and external Webinars with vertical market sales teams (e.g. sales training) and customers representing Education, Healthcare, Airports, Municipal Governments and other segments while also focusing on the development of a Social Media and email campaign strategy through Eloqua to effectively reach a broad array of Siemens' customers as well as other members that are not current customers. We will also use this time to gain a full understanding of how to best collaborate with Omnia Partners to leverage tools, resources and capabilities already in place. •Weeks 8-12 – As we continue to train and coordinate customer outreach activities, we'll double down on the creation of internal awareness and dissemination of sales tools through dedicated Siemens communications channels. We'll also plan an awareness campaign to publicize significant deals as they receive contract awards, and also begin to look at relevant conference breakout sessions in order to promote success stories. We will also establish sales targets for the contract and set objectives for sales teams to pursue during this period. Regular internal tracking and sales metric reporting will be posted to encourage continued focus from the field sales organization moving forward.
Marketing and Sales	13	* Confirm that Supplier will have Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10 days of award	2.94%	-	We have already received guarantees from our head of sales and CEO that they will proudly endorse and sponsor the award in the first week following the award, and are fully committed to the 90-day go-to-market plan set forth in question 12.
Marketing and Sales	14	* Confirm that training and education of suppliers national sales force with participation from the Supplier's executive leadership, along with OMNIA Partners team will happen within the first 90 days after contract award.	2.94%	-	Collaborative training is the key to effectively driving awards like this through the organization, and will be a key area of focus in creating awareness and usage. This is a core element of our 90-day action plan. Between weeks 2-7 following award, Siemens will organize internal and external Webinars with vertical market sales teams (e.g. sales training) and customers representing Education, Healthcare, Airports, Municipal Governments and other segments while also focusing on the development of a Social Media and email campaign strategy through Eloqua to effectively reach a broad array of Siemens' customers as well as other members that are not current customers. Executive support in kickoff and closing comments will be included during these trainings. We will also use Weeks 2-7 of our 90 day plan to gain a full understanding of how to best collaborate with Omnia Partners to leverage tools, resources and capabilities already in place, and ensure these resources and capabilities are incorporated into sales trainings.
Marketing and Sales	15	* Provide the following plans: a detailed ninety-day plan from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customer of Supplier, as well as to prospective Public Agencies nationwide immediately upon award; a plan for the creation and distribution of co-branded press release to trade publications; a plan for the announcement of the Master Agreement including details and contact information published on the Supplier's website within the first 90 days; and a plan for the design, publication, and distribution of co-branded marketing materials within the first 90 days.	2.94%	-	'Week 1' and Weeks 2-7', as outlined below, discuss creation of various assets and initiatives (i.e. dedicated webpage, customizable flyer, outreach campaigns) that are expressly meant to create awareness both internally and externally. While identifying these tools will happen in 'Week 1', developing, leveraging, and utilizing them will continue over the next 8 weeks through targeted outreach to both Siemens Public Agency customers and non-customers via email, phone, and social media, sponsored by Siemens HQ, but actively driven through our field organization. Additionally, we will look to create further awareness by developing externally facing webinars organized by vertical market. For the co-branded press release, we'll strive to connect Siemens PR team with their counterparts at Omnia Partners to develop a piece and dissemination strategy that will benefit both organizations. Particulars regarding the internal and external announcement of the award, dedicated website content, and development of co-branded marketing materials will occur in and evolve over 'Week 1', 'Weeks 2-7', and 'Weeks 8-12' as described below. •Week 1 (until completion) – Work to create a dedicated webpage with technical content and a link to the contract; develop a customizable Marketing flyer to create awareness through outreach campaigns and sales calls, and have executive leadership (head of sales and CEO) endorse and sponsor the award internally to raise awareness across sales organization. •Weeks 2-7 – While work on the above continues, we will organize internal and external Webinars with vertical market sales teams (e.g. sales training) and customers representing Education, Healthcare, Airports, Municipal Governments and other segments while also focusing on the development of a Social Media and email campaign strategy through Eloqua to effectively reach a broad array of Siemens' customers as well as other members that are not current customers. We will also use this time to gain a full understanding of how to best collaborate with Omnia Partners to leverage tools, resources and capabilities already in place. •Weeks 8-12 – As we continue to train and coordinate customer outreach activities, we'll double down on the creation of internal awareness and dissemination of sales tools through dedicated Siemens communications channels. We'll also plan an awareness campaign to publicize significant deals as they receive contract awards, and also begin to look at relevant conference breakout sessions in order to promote success stories. We will also establish sales targets for the contract and set objectives for sales teams to pursue during this period. Regular internal tracking and sales metric reporting will be posted to encourage continued focus from the field sales organization moving forward.
Marketing and Sales	16	* Confirm commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, regional Cooperative Summits, etc.) and Supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.	2.94%	-	After understanding what these events entail and what Siemens role will be, we'll confirm to sending representation as it makes sense to do so.
Marketing and Sales	17	* Confirm commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, please confirm that Supplier will provide reasonable assistance to the overall promotion and marketing effort for the NIGP Annual Forum, as directed by OMNIA Partners.	2.94%	-	Siemens will commit to participate in and exhibit at this annual event. We will also help promote the Forum and our participation through various internal and external communication channels.
Marketing and Sales	18	* Confirm commitment to design and for the publication of national and regional advertising in trade publications throughout the term of the Master Agreement.	2.94%	-	After reviewing relevant publications and understanding their print and online advertising strategies and reach and discussing both budgeting and effective creation of such ads with our Communications team, Siemens will commit to evaluation of ad design as it pertains to our affiliation with the Master Agreement and discuss logical placement.
Marketing and Sales	19	* Confirm commitment for ongoing marketing and promotion of the Master Agreement through its term (case studies, collateral pieces, presentations, promotions, etc.)	2.94%	-	Starting early and throughout our affiliation with the Master Agreement, Siemens will continually evaluate and produce both print and electronic collateral (based on success stories) as one of the primary ways to generate genuine interest in the marketplace so as to naturally grow usage.

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Marketing and Sales	20	* Confirm commitment for a dedicated OMNIA Partners internet web-based homepage on Supplier's website that includes the OMNIA Partners standard logo, Copy of Original Request for Proposal, Copy of the Master Agreement and amendments between the University of California and Supplier, a summary of products and pricing, marketing materials, electronic link to OMNIA Partners website including the online registration page, and a dedicated toll-free number and email address for OMNIA Partners.	2.94%	-	Siemens will create a dedicated webpage with technical content with a link to the contract starting in the first week after contract award. Additional requirements such as logo placement, copy of the Master Agreement + amendments, pricing information, marketing materials such as a customizable flyer to create awareness through outreach campaigns and sales calls, and relevant links and phone numbers will also be part of the site after internally evaluating what information can and can't be made publicly available.
Marketing and Sales	21	* Describe how supplier will transition any existing Public Agency customers' account, at the Public Agency's request, to the Master Agreement available nationally through OMNIA Partners.	2.94%	-	As a customer-oriented organization, Siemens will not only actively respond to customer requests to use the Master Agreement through Omnia Partners, but also actively promote it as a preferred and recommended procurement option.
Marketing and Sales	22	* Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements	2.94%	-	Texas Multiple Award Schedule (TXMAS) Ohio State Term Schedule (OSTS) New York Office of General Services (NYOGS) Sourcewell GSA As compared to other national cooperative contracts, Siemens will position and advocate for the Master Agreement with OMNIA Partners through extensive tool and resource creation, and by working with Omnia Partners and our Communications team to actively and aggressively promote it internally and externally both generally and through educational outreach via webinars. Siemens will also proactively introduce the Master Agreement in sales calls both early in the cycle and as opportunities mature. In other words, the Master Agreement with Omnia Partners will become an integral sales tool for our field organization.
Marketing and Sales	23	* Acknowledge that use of the OMNIA Partners logo will require permission for	2.94%	-	Siemens acknowledges that the Omnia Partners logo will require permission for use, and also notes that the same rules will apply to our own logo.
Marketing and Sales	24	* Confirm that Supplier will be proactive in direct sales of Suppliers goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate that the Master agreement was competitively solicited and publicly awarded by the University of California. Also, the Supplier should communicate that the contract has the best government pricing, has no cost to participate, and is non-exclusive.	2.94%	-	Siemens will be proactive in introducing and maintaining a corporate-wide stance that that the Omnia Partners Master Agreement is a fundamental part of the larger sales strategy, with strong urging that it be used as a preferred procurement option throughout the sales cycle. All leads provided by Omnia Partners will be forwarded to the appropriate sales teams and leads immediately upon receipt with a mandate that they assign someone to follow up with the Public Agencies to find out more about their specific needs. Master Agreement specialists from Siemens will also be included on all such communications to provide support on pricing and proposal creation. These same individuals will ensure that proposal formatting is correct, including usage and proper placement of the Omnia Partners logo. With guidance from Omnia Partners, sales training will include and proposal creation will reinforce that that the Master Agreement was competitively solicited and publicly awarded by the University of California, and that the contract has the best government pricing, has no cost to participate, and is non-exclusive
Marketing and Sales	25	* Confirm that the Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and knowledge of benefits of the use of cooperative contracts.	2.94%	-	Training is a critical and enduring element of Siemens plan to utilities the master agreement. Comprehensive training will be developed, delivered and recorded both by corporate vertical market functions and geographic business units (zone or branch). These trainings will focus on how to best utilize the contract within core focused markets (representing Education, Healthcare, Airports, Municipal Governments and other segments). After initial launch, subsequent trainings and recordings will be available on demand and will include everything included in the question in addition to sections on who can use the Master Agreement, how Public Agencies can join, why sales and teams and customers should leverage Omnia Partners, Master Agreement details, terms and conditions, pricing, proposal process and format, fees and reports, and HQ roles and responsibilities.
Marketing and Sales	26	* Provide the name, title, email, and phone number of the the following people: person responsible for executive support, person responsible for Marketing, person responsible for Sales, person responsible for Sales Support, person responsible for Financial Reporting, person responsible for Accounts Payable, and person responsible for Contracts.	2.94%	-	Executive Support: Paul Hayes President – Siemens Smart Infrastructure, Regional Solutions & Services America Email. Tel. 224.279.7136 Marketing: Diane Odom Marketing Communications Manager Email. 847.271.3419 Sales: Rich Cillessen Head of Sales & Operations Email. Tel. 224.279.7136 Sales Support: Matthew Hamilton National Business Development Manager Email. 916.524.7087 Financial Reporting: Ashley Perez Finance Analyst Email. 469.416.5124 Accounts Payable: Ashley Perez Finance Analyst Email. 469.416.5124 Contracts: Beverly Lester Senior Manager Support Services - Contracts Email. < beverly.lester@siemensgovt.com> 571.379.1092

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Marketing and Sales	27	<p>* Describe, in detail, the following: how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team; how the sales teams will work with OMNIA Partners team to implement, grow, and service the national program; and how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.</p>	2.94%	-	<p>Siemens Industry Inc. has a broad and geographically dispersed sales and support organization that covers the United States. Siemens employs over 8,000 sales and 2,750 support personnel across 80+ sales offices. The U.S. market is covered through 9 distinct zones and the Siemens Government Technologies, Inc. (SGT) entity. Each zone has a separate automation & controls, fire, life safety, and security sales organizations personnel dedicated and trained in each of the business lines. Addition sales and service teams focused on mechanical services, electrical services, energy services, and energy performance contracting. Individuals within these sales groups also prioritize and specialize in one or more vertical markets.</p> <p>Lead by Rich Cillessen – Head of Sales & Operations, Administrative contact information: audrey.kellerhals@siemens.com, 224.279.7136 – Siemens also backs this group with subject matter experts (SME) from the center of competency (CoC) headquartered in Buffalo Grove, IL. Together, these teams will work with Omnia Partners to position and drive the Master Agreement with both existing and new customers via targeted training, through outreach, and in sales meetings for new and ongoing project opportunities. As it makes sense to do so, they will also participate in local and regional events with OMNIA Partners to promote the Master Agreement, and to present success stories worthy on replication in breakout sessions and marketing collateral. In a like manner, the entire team will continue to evolve and grow internal efforts and sound management of a nationally focused effort, including customer engagement and onboarding, and ongoing development of case studies and refined marketing assets, including things like flyers, sales presentations, reporting templates, internal and external communication, etc.</p>
Marketing and Sales	28	<p>* State the amount of Supplier's Public Agency Sales for the previous fiscal year.</p>	2.94%	-	<p>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 AG corporate group - a multi-national, multibillion-dollar company whose shares are listed on the Deutsche Boerse (Exchange) of Germany. As such, Siemens AG prepares consolidated financial statements audited by the independent public accounting firm of Ernst & Young GmbH. A copy of Siemens AG most recent annual report including the audited financial statements can be found and downloaded at www.siemens.com through the "Investor Relations" link.</p> <p>As a way of demonstrating financial strength, Siemens market share for the solutions proposed are:</p> <p>Automation Services and Solutions – 25.4% Fire Services and Solutions – 10.8% Security Services and Solutions – 1.4% Energy Solutions – 6.1% Siemens Industry, Inc. (SII) is not a publicly traded company, does not release separate company financial statements, and does not release customer data.</p>
Marketing and Sales	29	<p>* Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with the key contact for each.</p>	2.94%	-	<p>As a way of demonstrating financial strength, Siemens market share for the solutions proposed and within the vertical markets we serve are:</p> <p>Automation Services and Solutions – 25.4% Fire Services and Solutions – 10.8% Security Services and Solutions – 1.4% Energy Solutions – 6.1%</p>
Marketing and Sales	30	<p>* Describe Supplier's information system capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.</p>	2.94%	-	<p>Siemens uses Systems, Applications and Products (SAP) as our accounting system, Salesforce as our order entry and opportunity tracking, and Turbo as our legal and contract document repository. All Siemens' orders follow the same workflow. There are "Yes/No" flags in the order entry system that indicates if orders are under a specific group purchasing agreement or contract schedule. As contracts are awarded, contract documents uploaded from Salesforce flow into Turbo, and financial data is uploaded into SAP. Functionality within the accounting system tracks projects through contract implementation, close out and invoicing. Specific contract schedule sales data are tracked using "Sales Order" reporting from the order entry system and compiled by the finance and reporting team.</p>
Marketing and Sales	31	<p>* Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent that Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p>	2.94%	-	<p>Siemens will not guarantee contract sales at this time.</p>
Marketing and Sales	32	<p>* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 1 - Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). Please detail Suppliers Strategies under this option when responding to a solicitation.</p>	2.94%	-	<p>Siemens would consider the agency issuing their own solicitation as clear indication of their refusal to use the Master Agreement. Therefore we would be unlikely to utilize "Option 1". In this scenario, Siemens would evaluate the solicitation opportunity and bid without reference to or consideration of to the Master Agreement. Pricing and contract terms would be negotiated directly with customer and reflect the market conditions.</p>

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Marketing and Sales	33	<p>* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 2 - If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. Please detail Supplier's strategy under this option when responding to a solicitation.</p>	2.94%	-	<p>Siemens would consider the agency issuing their own solicitation as clear indication of their refusal to use the Master Agreement. Therefore, we would be unlikely to utilize "Option 2". In this scenario, Siemens would evaluate the solicitation opportunity and bid without reference to or consideration of to the Master Agreement. Pricing and contract terms would be negotiated directly with customer and reflect the market conditions.</p>
Marketing and Sales	34	<p>* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 3 - Respond with pricing higher than the Master Agreement only in the unlikely event that the Public Agency refuses to utilize the Master Agreement (Contract Sales are not reported to OMNIA Partners). Please detail Supplier's strategy for this option when responding to a solicitation.</p>	2.94%	-	<p>Siemens would evaluate the solicitation opportunity and bid without reference to or consideration of to the Master Agreement. Pricing and contract terms would be negotiated directly with customer and reflect the market conditions.</p>
Marketing and Sales	35	<p>* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 4 - If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Please detail Supplier's strategy under this option when responding to a solicitation.</p>	2.94%	-	<p>Siemens would consider Option 4 if we believed this multiple proposal submission strategy provided us with the best business outcome (including, but not limited to our likelihood of winning the solicitation). Should a public agency issue their own solicitation without utilizing the Master Agreement, Siemens would principally evaluate the solicitation opportunity and bid without reference to or consideration of to the Master Agreement. Pricing and contract terms would be expected negotiated directly with customer and reflect the market conditions. If we perceived a competitive advantage to supplying multiple proposals, we would consider Option 4.</p>

002815-May2022 - UC System-wide Building Management Systems f

Questionnaire Name: *	UC Sustainability
Questionnaire Type:	Technical
Questionnaire Description:	The University of California is committed to environmental, social, and economic sustainability. The University's Sustainable Practices Policy can be found here: https://policy.ucop.edu/doc/3100155 . Please demonstrate how your company's practices, policies, and operations support the University's sustainability efforts

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Siemens Industry, Inc.
Company Policies and Governance	1	* Do you have a Corporate Social Responsibility (CSR) or similar policy, statement, or code of conduct that covers environmental sustainability as well as social, ethical, and governance issues?	4.78%	Yes; No; In Progress	Yes
Company Policies and Governance	1.1	If Yes, * Please provide the link to your publicly disclosed policy. If not publicly disclosed, provide as an attachment. If Yes, * Summarize the relevant goals, practices and targets in your policy, as well as a description of major topic areas addressed (e.g. health and safety, labor practices, diversity, climate, transportation, green building, toxics reduction, waste).	N/A	-	Report is publicly disclosed yet website link is too long for 100 character text limit. See attached Attached Files : Siemens_Sustainability_Q1.pdf;Siemens_Sustainability_Q1_DEGREE Statement and Goals Summary.pdf
Company Policies and Governance	1.2		N/A	-	EP100, RE100, EV100, Decarb, Ethics, Governance, Resource Efficiency, Equity, Employability - DEGREE
Company Policies and Governance	2	* How do you monitor/manage your supply chain to ensure that suppliers/providers comply with and support your CSR efforts?	4.76%	-	<p>Siemens has implemented a mandatory, Siemens-wide Supplier Management Process to ensure that we collaborate with the best suppliers. All relevant aspects in relation to procurement, quality, logistics and technology have to be considered, as well as strategy, innovation, potential and risks. Innovations and potential procurement options are monitored regularly along with important market and technology trends.</p> <p>Maintaining sustainable supply chains is one of our guiding principles. Siemens suppliers commit to uphold the Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries and Business Partners , which affirms the fundamental human rights of our suppliers' employees.</p> <p>Especially at the beginning of a potential collaboration with a supplier it is important to verify suppliers' commitment in order to act in the sense of our values and according to our requirements.</p> <p>Therefore, suppliers nominated on basis of preselection must clearly provide a commitment of their obligation to fulfill all minimum requirements. This includes the suppliers' agreement to abide by the Siemens Code of Conduct. Additionally, within the Supplier Qualification process, suppliers have to fulfill various requirements depending on defined triggers, e.g. country of location or kind of delivered products and services.</p> <p>Siemens takes a risk-based approach to identifying potential risks in its supply chain. This includes Corporate Responsibility Self-Assessments (CRSAs) by suppliers, internal supplier audits, and external sustainability audits. Whenever deviations from the principles of the Code of Conduct for Siemens Suppliers, and therefore also violations of the human rights principles defined in this document are identified, we work with the supplier to clarify how lasting corrective action can be taken within a reasonable time frame.</p> <p>In case of severe violations, we reserve the right to terminate the supplier relationship.</p> <p>Only if the supplier has successfully completed the registration and qualification processes, it is assigned with the status "Ready-for-Business" (R4B) and can be utilized by Siemens buyers.</p> <p>Siemens Code of Conduct for Suppliers and Third Party Intermediaries can be found here:</p>
Company Policies and Governance	3	* Do you publish an annual sustainability report following international standards, i.e. Global	4.76%	Yes; No	Yes
Company Policies and Governance	3.1	If Yes, * Describe your company initiatives related to worker rights and safety, especially related to manufacturing in international countries where applicable.	N/A	-	<p>Maintaining, fostering, and improving the safety and well-being of our people is a key task of our organization. It's enshrined in our Business Conduct Guidelines (BCGs), our internal monitoring systems, and our company-wide risk management and control process. The "Siemens EHS Principles" provide the binding core and anchor for our actions in this area. The Principles also include an obligation for all operating units to document a management system certifiable to ISO 45001. The efficacy of these management systems is reviewed internally every year and is also certified externally at the operating units in keeping with market requirements. The conversion of management systems from OHSAS 18001 to ISO 45001 was successfully completed.</p> <p>The new Healthy and Safe @ Siemens program's framework has been enlarged to organizational resilience: It no longer focuses entirely on bodily health and integrity, but now places more attention on mental health and psychological safety. This is intended to strengthen the sense of well-being and the resilience of our people and to support them in dealing with change. The key was actively involving the workforce in designing their work environments. In our local organizations, health and occupational safety committees play an important role, with management and employee representatives working together to coordinate initiatives for a healthy, safe work environment. Many Siemens local companies also developed supplementary campaigns. In Germany, for example, a comprehensive range of instruments was applied to improve resilience (a "Resilience Toolbox"), and many colleagues took advantage of it.</p> <p>The Healthy and Safe @ Siemens program also aims for two important objectives that have been incorporated into the Siemens DEGREE framework1:</p> <p>Initiative: 100% access to EAPs (Employee Assistance Programs) by 2025</p> <p>As an integral part of our psychosocial risk management, the EAPs help everyone anonymously to identify and to cope with psychosocial personal stressors. In 2021, 87%1 of our colleagues had access to these programs. By that we want to support all our people around the world to establish health promoting behaviors – and also to raise awareness of</p> <p>As previously mentioned our company action plan is embodied and summarized in our DEGREE framework. Details in each of the elements of our action plan are detailed below:</p>
Company Policies and Governance	3.2	If Yes, * Summarize your company action plan based on your sustainability or CSR policy. Make sure to include initiatives related to climate neutrality, sustainable transportation, toxics reduction, and zero waste. Discuss implementation as well as progress and key accomplishments.	N/A	-	<p>Climate Neutrality</p> <p>Our climate neutrality targets are aligned with the SBTi assessment for limiting global warming to 1.5 degrees Celsius. We aim to have CO2-neutral business operations by 2030 and CO2-neutral supply chain by 2050. We have currently reduced emissions by 50% in line with our milestone targets through implementing technologies for building efficiency improvement, electrification and clean energy supply. With regard to building emissions, we want to own or lease only buildings with no net CO2 emissions by the year 2030 as part of our EP100 pledge. We intend to achieve this goal by means of various measures such as building new CO2-neutral buildings, modernizing existing buildings, and leasing office space with the lowest possible emissions</p> <p>Sustainable Transportation</p> <p>As part of our commitment to EV100, our transportation targets, Siemens is working to reduce the emissions from our motor vehicle fleet, which comprises approximately 43,000 vehicles, and are striving to electrify it completely by the year 2030 as part of our EV100 commitment. These emissions totaled approximately 194 thousand metric tons of CO2 in fiscal 2021. We are also committed to supporting global efforts around vehicle electrification and are working to develop a national charging infrastructure for cars and trucks, fleet management systems, and the digitally supported integration and management of multimodal transportation systems. By issuing a new motor vehicle fleet guideline and expanding our charging infrastructure to currently 1,472 charging points, we have increased the number of exclusively electric vehicles to 656 and the number of hybrid vehicles to 2,719. Thus, currently around 8% of our vehicles are pure electric vehicles or at least hybrid vehicles. We are striving to increase this proportion substantially in the coming years on the way to fulfilling our EV100 pledge. Another component of our strategy to reduce fleet emissions is the introduction of a flexible company car model with battery-electric and hybrid vehicles for senior managers. With the aid of an app, senior managers can switch their company car at any time, change it to suit their needs, or even temporarily suspend the use of their company car entirely.</p> <p>Toxins reduction</p> <p>Eco Efficiency @ Siemens focuses on Robust Eco Design – the design of products, services, and solutions to meet strict standards of environmental compatibility. Our</p>

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Company Policies and Governance	3.3	If Yes, * Which reporting framework/standard does your company follow?	N/A	Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board guidelines (SASB); Other	Global Reporting Initiative (GRI)
Company Policies and Governance	3.4	If Yes, * Please provide a link to your publicly disclosed annual sustainability report. If not publicly disclosed, provide annual report as attachment. * Does your company hold any third-party verified social or environmental certifications?	N/A	-	Report is publicly disclosed yet attached for convenience. See "Environment" Section - pages 73-92 Attached Files : Siemens_Sustainability_Q3.4.pdf
Company Policies and Governance	4		4.76%	Yes; No	No
Company Policies and Governance	4.1	If Yes, * Which certification does your business hold?	N/A	Green C Certification (http://americanconsumercouncil.org/greenc.asp); Green Business Bureau (https://greenbusinessbureau.com/how-gbb-certification-works/); B-Corporation	
Company Policies and Governance	5	* Describe the structure and leadership support of sustainability within your company. Include sustainability staff positions, qualifications, and training.	4.76%	-	Our sustainability strategy globally is owned and directed by Judith Wiese, who is Siemens' Chief People and Sustainability Officer (CPSO). Judith is a Member of the Managing Board of Siemens AG, and also serves as Labor Director. In the United States, Matt Helgeson, is the Head of Sustainability, reporting to Siemens USA CEO Barbara Humpton. Additionally, Smart Infrastructure has a Sustainability Head that focuses on sustainability of our US operations. Comprehensive training on the DEGREE framework is made available to all employees on a regular basis to educate them on the global sustainability imperative and our efforts to contribute. Through our GREEN Employee Resource Group, we also provide info sessions and training on improving corporate and personal environmental impact. Training on global efforts to improve carbon footprint and how we can support customers on their sustainability journey is providing to those engaging with customers.
Social Responsibility	6	* Is your company or subcontractors certified in the State of California or other U.S. State as a SBE, DBE, WBE, MBE, VBE, or DVBE (use the table attached for UC-accepted qualifications)? Please indicate certification type, upload requisite certification documentation.	4.76%	Small Business Enterprise (SBE); Disadvantaged Business Enterprise (DBE); Women-owned Business Enterprise (WBE); Minority Business Enterprise (MBE); Veteran-owned Business Enterprise (VBE); Disabled Veteran-owned Business Enterprise (DVBE); Other (please attach)	None
Social Responsibility	7	* Does your company engage only contractors/business partners which adhere to all applicable local, state and federal labor and employment requirements relating to wage payment, anti-discrimination/harassment, equal opportunity, family and medical leave	4.76%	Yes; No	Yes
Social Responsibility	8	* Does your company maintain diversity goals, such as with regard to women, veterans, and minorities, and engage in active diversity efforts toward recruitment and retention as well as development and advancement? Please provide at least two examples.	4.76%	-	Siemens is truly committed to promoting a diverse and inclusive workplace and community. Siemens sponsors 9 Employee Resource Groups (ERGs) in the USA including over 10,000 employees, formed by employees with commonalities in areas such as ethnicity, gender, disability and sexual orientation. We employ key figures such as the percentage of women, generations, and nationalities as a way of regularly monitoring the efficacy of our workforce diversity initiatives, and as part of our DEGREE ambition, we have set a global target for 30% female share in Top Management by FY25. In 2021, Siemens received several diversity awards all over the world, including "Forbes Magazine's Best Employers for Women" and a 100% rating for the second year in a row in the Disability Equality Index* (DEI), a national benchmarking of businesses to gauge their level of disability workplace inclusion. We also scored 100% on the Corporate Equality Index and listed as one of the best places to work for LGBTQ+ Equality. In 2020, Siemens received the HIRE Vets Medallion Award from the U.S. Department of Labor for the second consecutive year. Military Times named Siemens a "Best for Vets Employer." To improve retention and development, we have launched the Belonging Transforms podcast series where we explore and celebrate the many facets of diversity, equity and inclusion. Featuring a range of diverse topics guests and topics in every episode and hosted by Natalia Oropeza, Chief Diversity Officer and Head of Cybersecurity of Siemens AG, we bring employees insights and inspiration to help create a culture of belonging. Additionally, we have created an Inclusive Language Guide for employees, offering detailed sections covering many different aspects of diversity. To support recruitment and hiring of diverse talent, we work with historically black colleges and universities (HBCUs), so that we can forge the talent pipelines that will connect graduates to opportunities at Siemens. Additionally, in the era of the COVID pandemic, The Siemens Foundation and Siemens Healthcare teamed up with Training for America (TFA) to donate \$2 million in funding and COVID-19 testing technologies to support the safe reopening of historically black colleges and universities. Siemens Laptop Donation Program - To help bridge the digital divide and increase access to technology, Siemens launched the Laptop Donation Program in 2021. Executed by Siemens IT Americas and administered by the Siemens Foundation, schools and programs serving underserved communities are identified and provided Chromebooks. Donated Chromebooks are uniquely utilized to serve the organizations needs. To date, 500 Chromebook units have been donated to the following recipients: Dallas' Young Men's Leadership Academy and Georgia Youth Science & Technology Center. An additional 400 Chromebook units will be donated to Siemens Abilities ERG (Special Olympics Partnership) and Morehouse School of Medicine (pending late FY22 announcement).
Social Responsibility	9	* Describe your company's community engagement in areas surrounding your and/or your manufacturers plants and offices (e.g. financial investments, provision of free or low-cost lighting retrofits in underserved communities, K-12 schools, etc.)	4.76%	-	Siemens MBDA Diversity Supplier Grants - To advance diversity, equity and inclusion in business development and entrepreneurship, Siemens USA and Siemens Mobility partnered with the Georgia MBDA Business Center at Georgia Tech to create the annual grant program. Over \$330k in grants have been awarded to minority, black-owned businesses in major Siemens markets based on criteria that align with industry demand, including preventative and predictive maintenance, fire and security, electrical, construction, rail and transport, mobility solutions, and facilities and project management. In addition to the monetary awards, grant recipients are onboarded into Siemens Supplier Database and invited to participate in webinars and supplier days to gain knowledge on Siemens Supplier program. To build resilient supply chains, and to expand our own business opportunities, we need a marketplace that's diverse and inclusive. Siemens Foundation - Advances workforce development and health equity initiatives in the United States, and is committed to economic, social, and racial justice for all. Established in 1998, the Siemens Foundation has invested over \$138 million in the United States to develop a future workforce by scaling best-practice solutions and investing in workforce training and education initiatives, while promoting an equitable and just society. Through partnerships with national organizations the Siemens Foundation is directly impacting communities for the better. Siemens Empower Grants Program - Siemens Empower Program expands our partnerships and ability to support customized programming in the areas of sustainability. STFAM
Social Responsibility	10	* What percentage of your product offerings for this contract do small and diverse suppliers provide? (Examples of small and diverse business classifications include: Small Business Enterprises, Disadvantaged Business Enterprises, Women-owned Business Enterprises, Service Disabled Veteran-owned Business Enterprises, etc.)	4.76%	0-19%; 20-39%; 40-59%; 60-79%; 80-100%	0-19%

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Environmentally Sustainable Operations	11	* Does your company responsibly dispose of IT hardware and equipment at the end of its useful life?	4.76%	Yes - through an e-Stewards certified recycling partner (http://e-stewards.org/data/list-recyclers); Yes - through an R2 certified recycling partner (https://sustainableelectronics.org/recycle); No	No
Environmentally Sustainable Operations	12	* Do any of your company's operational sites, offices, or subsidiaries have certified environmental management systems? If Yes, * What percentage of your company's operational sites, offices, or subsidiaries have certified environmental management systems? If Yes, Upload or provide a link to certification documentation (e.g. ISO 14001 certificate).	4.76%	Yes; No	Yes
Environmentally Sustainable Operations	12.1		N/A	0-19%; 20-39%; 40-59%; 60-79%; 80-100%	80-100%
Environmentally Sustainable Operations	12.2		N/A	-	See Attached Attached Files : Siemens_Sustainability_Q12.2.pdf
Environmentally Sustainable Operations	13	* Describe and provide examples of your company's implementation of environmentally sound shipping and transportation practices (e.g. using more fuel efficient or hybrid/electric fleet vehicles, consolidated shipping, etc.)	4.76%	-	CONFIDENTIAL INFORMATION 
Environmentally Sustainable Operations	14	* Is your company an EPA registered SmartWay Partner or Affiliate (https://www.epa.gov/smartway/membership), or do you partner with companies who are reeisted?	4.76%	Yes; No	No
Environmentally Sustainable Operations	14.1	If Yes, * Provide a link certifying your affiliation.	N/A	-	
Additional Capabilities	15	* Does your company highlight, flag, and/or have a search/filter option to select products in your punchout/hosted catalog based on third party environmental certifications and attributes?	4.76%	Yes; No, but willing to create upon contract award within first 6-months.; No	No
Additional Capabilities	16	* Do you offer programs to assist customers in LEED certification?	4.76%	Yes; No	Yes
Additional Capabilities	16.1	If Yes, * Please explain and include any associated costs.	N/A	-	Siemens' Green Building Solutions programs Siemens plays a critical role in helping achieve and maintain green building certification through the LEED® for Existing Buildings: Operations & Maintenance (LEED-EB) Green Building rating system. Through an extensive evaluation of the LEED-EB rating system, Siemens has developed a comprehensive LEED-EB Solution designed to make the LEED certification process as streamlined and efficient as possible. By focusing on key prerequisites and credits in the areas of energy efficiency, indoor environmental quality and ongoing system maintenance and optimization, Siemens can ensure that your facility achieves LEED certification in a timely, cost-effective manner. Participation in the LEED-EB Audit and Gap Assessment Siemens involvement in the LEED-EB certification process begins with the LEED-EB Audit and Gap Analysis. This critical stage is designed to assess the feasibility of achieving LEED-EB certification, and to provide a thorough understanding of specific credits that can be achieved, and the potential costs associated with each. Siemens will participate as a key member of the LEED-EB Audit and Gap Analysis team, which can be lead by a third-party consultant or by the building owner's staff. Key Siemens resources will leverage their knowledge of the building systems and facility operations to assess the feasibility of meeting specific prerequisites and credits, and provide specific action steps, recommendations and potential costs necessary to meet LEED requirements. Siemens Responsibility and Deliverables for LEED Prerequisites and Credits Siemens can assume complete responsibility for a core set of LEED prerequisites and credits, and can support achieving additional credits on an as needed basis. For each identified prerequisite and credit, Siemens will provide a complete LEED-EB delivery package that supports the requirements identified in the LEED-EB rating system to meet certification. This includes: Detailed scope of work outlining the specific LEED requirements based on the LEED-EB Audit and Gap Assessment, and the pricing necessary to meet the prerequisite or earn the credit.
Additional Capabilities	17	* Does your company have a current sustainability scorecard (assessment took place within the last 12 months) with EcoVadis? * Describe how the University can get set up to take advantage of your program, including collection logistics, on-site support and contact * List of any subcontractors used to collect, process, transport, recycle, repurpose, or properly dispose of goods or equipment that have reached the end of their useful life * Describe how metrics on the success of the programs can be reported (i.e. financial savings, landfill diversion, CO2 emissions reduction, etc.)	4.76%	Yes; No	Yes Attached Files : Siemens_Sustainability_Q17.pdf
Circular Economy Options	18		4.76%	-	Siemens does not currently offer services for end of life disposal of goods or equipment. As part of our efforts around circular economy, that may be offered in the future.
Circular Economy Options	19		4.76%	-	Siemens does not currently offer services for end of life disposal of goods or equipment. As part of our efforts around circular economy, that may be offered in the future.
Circular Economy Options	20		4.76%	-	Siemens does not currently offer services for end of life disposal of goods or equipment. As part of our efforts around circular economy, that may be offered in the future.

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Circular Economy Options	21	* Provide a complete description of costs for any programs offered in the questions above.	4.76%	-	Siemens does not currently offer services for end of life disposal of goods or equipment. As part of our efforts around circular economy, that may be offered in the future.
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002815-May2022 - UC System-wide Building Management Systems RFP

Questionnaire Name:	Product and Services Pricing
Questionnaire Type:	Technical
Questionnaire Description:	Questions focusing on products and services that can be delivered in response to this RFP.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Siemens Industry, Inc.
Products Pricing	1	Does your offer include a discount structure and/or cost plus structure for products and parts? Please provide pricing or structured documents showing either option. No marketing documentation will be accepted.	9.10%	Discount Structure; Cost Plus Structure; Both	Both Attached Files : Siemens_Product and Service Pricing_Q1_Products Pricing.xlsx
Products Pricing	2	How do you process, roll out and market new price updates to clients as large as UC with multiple locations?	9.09%	-	Pricing reviews/ updates occur annually or semi-annually based on economic conditions.
Services	3	A. Service and Maintenance: Provide a definition of programs, scope of services and maintenance occurrence, along with pricing. RFP Section 3.1 A	9.09%		This question type is not supported on the Excel file. Suppliers must provide response on application.
Services	4	B. Remote Monitoring: Provide services offered for support of factory hardware & software for the following. RFP Section 3.1 B	9.09%		This question type is not supported on the Excel file. Suppliers must provide response on application.
Services	5	C. Deferred Maintenance Program: Provide the programs or service calls that are commonly associated for BAS maintenance by controls or function listed below. RFP Section 3.1 C	9.09%		This question type is not supported on the Excel file. Suppliers must provide response on application.
Services	6	D. Construction and Facilities Department Communication Plan: Specific to Design, Installation, Startup and Commissioning Services of a BMS system, provide a general communication plan to support existing Facilities Management teams with upcoming projects and/or new systems. University of California guidelines for Facility & Maintenance and Construction bid communications are to remain in place. RFP Section 3.1 D	9.09%	-	Siemens preferred process for design, installation, startup, and commissioning of services of our BMS system will be to enter a design assist contract through the specified general or mechanical contractor as early in the process as possible. The goal of the design assist contract is to reduce project risk, cost, and schedule, which are all paramount for complex construction projects. Siemens' goal in this approach is to create a communicative and collaborative environment leading to the delivery of the best possible project for the best price with minimized overlapping efforts by the multiple parties involved. Siemens will adhere to University of California guidelines for Facility & Maintenance and Construction bid communications during the entire process. When retrofitting/upgrading an existing site building automation system, Siemens will work directly with the owner or owner's representative to gather information needed to accurately develop the scope of work. The goal of this collaboration is to fully understand the needs/desires/pain points of the customer and any intricacies of the building itself. This information will also help to determine the correct technology that will be recommended by Siemens. Siemens will also request detailed information pertaining to the building. The most needed documents are the mechanical drawings, as-builts, and submittals from when the existing system was installed or the last work that was done in the area affected. Once a proposal with the agreed upon scope of work has been delivered to the customer, and a contract has been received, Siemens will identify a Project Manager that will work with the customer to define a communication plan, project schedule of work, as well as any incentives that will be applicable to completion of the work. Communication is key, and Siemens will take all Siemens understands that over time, individual buildings as well as campus can become a blend of not only multiple technology manufacturers, but also an array of vintages of technologies. Siemens latest user interface software platform, Desigo CC, unifies your entire building management operations into a single platform for optimized performance and enhanced insights. It is backwards compatible and integrates various systems and devices, automates processes and is scalable and flexible to meet the requirements of any building or project size. The intelligent building management platform is easy to engineer and enables a wide variety of systems to communicate and interoperate cohesively via centralized command and control to accelerate workflows and centralize access to data. Siemens products backward and forward compatibility will help you to continually improve performance, expand functionality and adapt to the future, while protecting past investments and your bottom line.
Services	7	With regards to the communication plans described above, please describe your firm's ability and process to provide backward compatibility (i.e. upgrading one older building on a BAS connected to 3 other more modern buildings). RFP Section 3.1 D	9.09%	-	
Services	8	E. Warranty Services: Offerings to begin, transition or augment current warranty programs RFP Section 3.1 E	9.09%		This question type is not supported on the Excel file. Suppliers must provide response on application.
Services	9	F. Professional Services: Hourly Rates per category RFP Section 3.1 F	9.09%		This question type is not supported on the Excel file. Suppliers must provide response on application.
Services	10	G. Other Services / Utility Meters RFP Ref. Section 3.1 G	9.09%		This question type is not supported on the Excel file. Suppliers must provide response on application.
Services	11	H. Manufacturing or Trade Affiliations and Partnerships: As your company may have acquired other affiliate companies to your portfolio and/or have created preferred partnership agreements with other manufacturers, provide a list of general BMS/BAS equipment or parts in which your company would be able to provide discount pricing. RFP Section 3.1 H	9.09%	-	CONFIDENTIAL INFORMATION ATTACHED: Siemens has extensive relationships and partnership with OEMs and Trade Affiliations. Please see the attached non-exhaustive list. Attached Files : Siemens_Product and Services Pricing_Q11.pdf

002815-May2022 - UC System-wide Building Management Syst

Questionnaire Name:	UC E-Commerce for Goods
Questionnaire Type:	Technical
Questionnaire Description:	It is preferred that respondents ask their IT or eCommerce team to fill out the following section.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Siemens Industry, Inc.
-	1	* e-Commerce Platform Support: Is your e-commerce (B2B) platform maintained by you, your dealers, or a third party?	-	Your Company; Dealers; Third	Your Company
-	1.1	If Dealers ,If provided by your dealers, how many different platforms would we be integrating with?	N/A	-	
-	1.2	If Third Party ,What is the name of the third party?	N/A	-	
-	2	* Current e-Commerce Capabilities: Please describe the e-commerce capabilities that can be currently provided through your e-commerce (B2B) platform. Please include information on catalog type(s) (i.e., hosted and or punch-out), shopper experience (for punch-out), customer order & shipping notifications, PO transmission method(s), invoice/credit memo transmission method(s).	5.57%	-	Siemens' e-Commerce/ B2B platform is still in development.
-	3	* e-Commerce integrations: Please specify which e-commerce platforms you have integrated with, e.g. Jagaer, Ariba, Oracle.	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development.
-	4	* Future e-Commerce Capabilities: Are there any significant upgrades to your e-commerce functionality planned for the near future? If so, please describe.	5.56%	-	Siemens' Xcelerator marketplace (our digital e-Commerce platform still in development) will enable customers to purchase SaaS and inherently digital product offerings via a self-service electronic transaction. Our Xcelerator marketplace website is https://marketplace.siemens.com/s/
-	5	* Future e-Commerce Capabilities: If you are not currently e-Commerce ready, when do you plan to be? Please specify your planned capabilities in: catalog type(s) (i.e., hosted and or punch-out), shopper experience (for punch-out), customer notifications, PO transmission method(s), and invoice/credit memo transmission method.	5.56%	-	Siemens' Xcelerator marketplace (our digital e-Commerce platform still in development) will enable customers to purchase SaaS and inherently digital product offerings via a self-service electronic transaction. Siemens initial e-Commerce capabilities via the Xcelerator marketplace are planned for launch by the end of calendar year 2023. Our Xcelerator marketplace website is < https://marketplace.siemens.com/s/ >
-	6	* Quote Functionality: Does your platform support the ability for a customer to retrieve a quote, through your punch-out catalog, in order to populate a Shopping Cart?	5.56%	Yes; No	No
-	6.1	If Yes , * Can this quote also be requested through your platform or must it be requested from a sales rep/dealer?	N/A	Platform; Sales rep/deale	
-	6.2	If Yes , * Please indicate whether these quoted items are passed back as a single line item to the cart, or as multiple line items?	N/A	Single; Multiple	
-	6.3	If Yes , * Can the single/multiple line option be modified to meet a campus' ERP/reconciliation needs?	N/A	Yes; No	
-	6.4	If Yes ,Please explain your functionality further if needed.	N/A	-	
-	7	* Configurable Items: Does your platform support custom configuration of items (Examples: custom computer build; selection of fabric and casters for furniture; DNA strands; etc*), within the punch-out shopping experience?	5.56%	Yes; No	No
-	7.1	If Yes , * Please indicate whether these items are passed back as a single line item to the cart, or as multiple line items?	N/A	Single; Multiple	
-	7.2	If Yes , * Can this be modified to meet a campus' ERP/reconciliation needs?	N/A	-	
-	8	* Product Blocking: Can you block products in your punchout catalog?	5.56%	Yes; No	No
-	8.1	If Yes , * Based on what criteria (e.g. UNSPSC code, category, energy star rating? Please elaborate.	N/A	-	
-	9	* Product Filtering: Does your punchout platform provide the ability to filter given products, based on particular attributes (e.g. recycled content, haz mat) or UC-recognized third party certifications (e.g., Energy Star) within the shopping experience?	5.56%	Yes; No	No
-	9.1	If Yes , * Please describe the options.	N/A	-	
-	10	* Product Flagging: Does your platform provide the ability to flag given products, denoting particular qualities (e.g. recycled content, haz mat) or certifications (e.g., Energy Star) within the shopping experience?	5.56%	Yes; No	No
-	10.1	If Yes , * Can the flags also be passed back to the e-commerce system's shopping cart? Does this differ between the hosted/punch-out catalogs?	N/A	-	
-	10.2	If Yes , * Please provide details regarding your capabilities.	N/A	-	
-	11	* Refurbished Products: Does your stand-alone B2B ordering or eCommerce punchout platform, flag and/or filter refurbished products, within the shopping experience?	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development
-	12	* Punchout Option: If your company has a stand-alone B2B ordering system, is it possible to access that system as a punchout, from the UC Campus' eCommerce platforms?	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development

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-	13	* UNSPSC Codes: What version of UNSPSC Codes does your e-commerce (B2B) platform use? And how often are they updated?	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development
-	14	* Disaster Handling/Recovery: What is your failure and recovery plan for a situation where your system(s) go(es) down, affecting access to shopping, PO and/or invoice transmission/receipt? Please describe.	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development
-	15	* e-Commerce System Security: What security do you have in place to guard sensitive information, such as purchaser name or credit card information, in your B2B	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development
-	16	* Invoicing/Credit Capabilities: Please describe the invoicing and credit memo capabilities for your e-Commerce platform. Address electronic (cXML or EDI) or other paperless processes you support.	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development
-	17	* Invoicing/Credit Capabilities: Have you supported e-invoicing services, such as Transcepta or Docufree, for any of your e-Commerce customers?	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development
-	18	* Payment Method - Types: Please specify ALL of the payment methods accepted through your e-Commerce platform (e.g., Ghost/P-card, Virtual Card, ACH or Check).	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development
-	19	* Payment Method - Services: Have you supported services such as Payment Plus (US Bank virtual card service) or PaymodeX (ACH service) for any of your e-Commerce customers?	5.56%	-	Siemens' e-Commerce/ B2B platform is still in development

002815-May2022 - UC System-wide Building Management Sys

Questionnaire Name:	IT - Security Questionnaire
Questionnaire Type:	Technical
Questionnaire Description:	IT Security questions should be answered by a supplier's IT representative.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Siemens Industry, Inc.
-	1	* Please confirm Respondent's commitment to securely maintain BAS products and securely provide BAS services, both of which will be aligned to industry security specifications	5.57%	-	Siemens firmly commits to cyber security of our products and services, and is aligned to (and actively advancing) industry security standards and specifications. i. Security tasks and activities are an integral part of our SDLC (e.g. security classification, threat modeling, penetration testing, ...). ii. As one example, our Desigo CC products are developed according to ISA/IEC 62443. The deployment of Desigo CC is compliant to ISA/IEC 62443-3-3 Security Level 2 (SL2)
-	2	* Please confirm Respondent does not utilize any products and services that are explicitly prohibited by the United States Government or the State of California (ex: on the U.S. Department of Commerce Bureau of Industry and Security (BIS) Entity List)	5.56%	-	Siemens does not utilize any products or services that are explicitly prohibited.
-	3	* Please provide examples of how BAS products and services offered will be secured, thereby reducing a material compromise of the confidentiality, integrity, or availability of UC resources and information, which may jeopardize the health and safety of UC personnel and UC affiliates	5.56%	-	Below are examples of Secure by Design elements integrated into Desigo CC: a. ISA/IEC 62443-3-3 SL2 compliant deployments b. Placing the web server in a "demilitarized zone" (DMZ) c. Use of verified third-party components d. Seamless integration of certificates within customer IT infrastructure e. End-to-end encryption, from client to server f. End-to-end encryption between servers g. Encrypted communication to other devices and applications h. Certificate-based data exchange i. Encrypted backups j. User group management via LDAP k. Data access on need-to-know base l. Microsoft's active directory-based authentication m. Support of Open ID Connect and OAuth n. Single sign-on with Open ID Connect o. 2-factor authentication with Open ID Connect p. Support of physical network or VLAN segmentation q. Segregation of networks into zones r. Session management mechanisms s. Session management mechanisms t. Centrally managed audits u. Cybersecurity audit trail v. Engineering audit trail – validation w. Audit information protection x. Control system components inventory y. Support for secure functionality verification z. Support of antivirus and malware protection software aa. Protection for malicious code execution
-	4	* Please explain how any third-party products and services utilized by Respondent to fulfill RFP obligations will be evaluated from a cybersecurity prospective prior to selection for installation or use	5.56%	-	Siemens internal product development processes include an industry-standard third-party management approach, including a range of automated tools, that ensure Siemens development teams receive automatic and timely notifications of vulnerabilities that have been identified in components Siemens may use in our products. Siemens engineering and deployment teams ensure that any available security advisories related to Siemens products or other solution components are remediated prior to installation and/or turnover of the BAS environment.
-	5	* Explain Respondent's expertise in cybersecurity and if Respondent has dedicated cybersecurity personnel	5.56%	-	Siemens has over 1300 cybersecurity professionals globally. In addition to these professionals, Siemens started the Product and Solution Security (PSS) initiative. The target of the initiative is to enable and support the divisions deliver best of class security for Siemens products, solutions and services. Siemens wants to make sure that our customers are well protected against cyber threats and are not exposed to any additional risks by using our offerings. Siemens PSS Holistic lifecycle focuses on: Secure Product Development, Secure Installation, Secure Operation and Incident & Vulnerability Management. Siemens is certified according to: - The SDLC is certified according to IEC 62443-4-1 - ISO/IEC 9001:2015 certified for an effective Quality Management System (QMS) - ISO/IEC 27001:2013 certified for information security management system (ISMS)
-	6	* Please provide any industry cybersecurity certifications Respondent maintains as applicable to products and services offered to UC under this RFP	5.56%	-	
-	7	* Is the Respondent subscribed to any threat intelligence sources	5.56%	-	Yes, Siemens has active subscriptions with multiple threat intelligence sources, as well as internally developed threat intelligence.
-	8	* Is the Respondent a member of cybersecurity information sharing organizations, such as an Information Sharing and Analysis Center (ISAC) or Infragard	5.56%	-	Siemens is a founding member and is working with other companies through the Charter of Trust (CoT). This is a global alliance aimed at securing everything from power grids and oil rigs to factories and transportation systems in the digital age. And it establishes three key goals to which we're committed: protecting data; preventing physical harm; and growing confidence in the security of digital infrastructure. The signatories include AES, Airbus, Allianz, Atos, Cisco, Daimler, Dell Technologies, Deutsche Telekom, IBM, NXP, SGS, Total and TÜV Süd. Annual cybersecurity awareness training is mandatory for all Siemens employees, including Siemens Course ID: GLC_SEC9 - Cybersecurity – You are the guardian! The FY2022 course description/ overview of GLC_SEC9 is below: Cybercrime has been rated as the number one risk for many companies and industries. Cybersecurity can help us to protect our data, our company, our business and ourselves as individuals as well. Protection cannot be provided from one single organization centrally or with the help of technology only. Everyone of us has to contribute to it! Everyone of us should know why we protect our company, what to do and how to protect. Therefore, this training, with the motto "Cybersecurity – you are the guardian", has been developed for all of us, employees, to become guardians of our corporate and personal data. The topics covered are as follows: • Secure Use of Mobile Devices and Apps: risks when working with mobile devices and how they can be avoided, what to take into account when installing apps which are not provided by Siemens, show best practice examples of Siemens services/apps, risks when using USB devices. • Secure Working Environment: secure working in your environment, secure working with Circuit, considerations when working from a different location, usage of secure passwords, granted access based on proper authorization. • Social Engineering: understanding the tactics of social engineers using data from social media, considerations when posting in Social Media, verifying the identity of a contact, main markers of a phishing e-mail. • Security in Products, Solutions and Services: the reliance on supplied as well as self-produced components needs to be analyzed as they may pose security risks for us and our customers, appropriate mitigation measures for these risks needs to be taken.
-	9	* Explain the cybersecurity awareness training and privacy training Respondent provides to Respondent's employees and contractors; and please explain if these requirements apply to Respondent's third-parties supporting products and services offered to UC under this RFP	5.56%	-	Siemens does not offer this training for our subcontractors or suppliers on cybersecurity, however we have a standardized assessment process for 3rd party supplies/ subs. When we

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-	10	* Please provide the Respondent's incident response plan associated with the products and services offered under the RFP	5.56%	-	<p>Siemens is committed to help ensuring the safety and security of their customers' facilities. Siemens follows a holistic and comprehensive approach to secure its products, solutions, services, and IT infrastructure. Siemens has formalized a process for handling reported security incidents and vulnerabilities in its product portfolio and IT infrastructure.</p> <p>1. Preparation</p> <p>a. Ensure that PSS, Product Management, and other stakeholders understand IVH Process and core components of an effective response</p> <p>i. IVH Process Documentation</p> <p>ii. Training resources</p> <p>2. Detection Discovery/Awareness</p> <p>a. Incident or Vulnerability is detected, reported, or otherwise discovered</p> <p>i. MSSIST via CSC</p> <p>ii. ProductCERT portal</p> <p>iii. PEN-Tests</p> <p>iv. Customers, Security Researchers, etc..</p> <p>3. Discover Pre-evaluate</p> <p>a. Incident or Vulnerability is reviewed by PSSO and initial estimate of criticality is made</p> <p>i. Security Risk Assessment</p> <p>4. Team and Analysis</p> <p>a. Based on initial criticality estimate, determine if Task Force is required and select appropriate membership</p> <p>b. Perform detailed assessment, impact analysis, and CVSS scoring</p> <p>5. Reporting, Response & Communication Plan</p> <p>a. Develop Communication & Response Plan - Determine appropriate methods of communication, information levels, and who needs to be informed. Determine what actions are required to resolve the issue</p> <p>6. Response and Resolve</p> <p>a. Implement response plan to respond to the Incident or Vulnerability and resolve the issue</p> <p>i. Patch Release</p> <p>ii. BIOS KB Article</p> <p>b. Implement communication plan to keep stakeholders informed, communicate required actions to the organization (e.g. regions), and provide public statements</p> <p>i. Security Advisory</p>
-	11	* Please provide the Respondent's business continuity plan associated with the products and services offered under the RFP	5.56%	-	<p>Siemens SI BP leverages the company-wide business continuity management plans and procedures. Additionally, Siemens defines ISO/IEC 27001 product-specific business continuity management plans and ensures applicability through yearly reviews.</p> <p>Siemens' holistic business continuity plan and approach is defined as "A consistent unified framework for business continuity planning and plan development shall be established, documented, and adopted to ensure all business continuity plans are consistent in addressing priorities for testing, maintenance, and information security requirements". Requirements for business continuity plans include the following:</p> <ul style="list-style-type: none"> • Defined purpose and scope, aligned with relevant dependencies • Accessible to and understood by those who will use them • Owned by a named person(s) who is responsible for their review, update, and approval • Defined lines of communication, roles, and responsibilities • Detailed recovery procedures, manual work-around, and reference information • Method for plan invocation <p>Product specific business continuity plans are considered Siemens' confidential information.</p>
-	12	Please provide the Respondent's disaster recovery plan associated with the products and services offered under the RFP	5.56%	-	Siemens develops site-specific disaster recovery plans following customer DRP requirements.
-	13	Please provide the Respondent's configuration management plan associated with the products and services offered under the RFP or generalized approach	5.56%	-	Siemens periodically release patches, updates, and upgrades that remove new known vulnerabilities
-	14	Please explain how services and products offered this RFP will be monitored for vulnerabilities and how the vulnerabilities will be addressed by the	5.56%	-	Preparation- Detection- Team & Analysis- Reporting Communication & Plan- Response/Resolution- Learn
-	15	Please provide any third-party security assessments conducted on Respondent that demonstrates the security wherewithal of the Respondent	5.56%	-	CONFIDENTIAL INFORMATION - Siemens does not share copy of audits, certs, or security assessments
-	16	Has the Respondent experienced a breach in the last 5 years, and if so, please explain	5.56%	-	No material breaches. We have a cyber defense center that processes 3 Billion events per day.
-	17	Describe any products or services offered under the RFP that will be accessed and/or managed from outside of the United States	5.56%	-	NAVIGATOR has software ops performed in AWS EU West 1. Front end ops support for web app is in US.
-	18	When applicable, explain Respondent's cybersecurity measures regarding remote access to BAS services and products	5.56%	-	Our remote access (cRSP) was developed per ISO/IEC 27001 for remote service and is audited regularly

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Questionnaire Name:	Value Add Offering
Questionnaire Type:	Technical
Questionnaire Description:	Products, Services and Support in addition to the standard product/services offering

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Siemens Industry, Inc.
-	1	* Please describe the training services that are included in your offering.	12.50%	-	In today's competitive market, we stand out from our competition with Siemens Training Academy programs that partner with our customers to provide training to them for every level. Our training offerings integrate best practices with new learning technologies to offer flexibility in maximizing training dollars. Using a combination of lecture, demos and hands-on lab exercises, our instructor-led training courses are designed to mimic real world experiences. Taught by certified technical experts, we deliver an effective classroom experience that allows students an opportunity to become more proficient in a safe and risk-free environment using simulator workstations. The majority of our instructor and local technician-led, classes can be taught onsite at a local branch or at the customer's facility. Our virtual instructor-led training courses delivers the classroom experience directly to the student, in the comfort of their own home or office environment. The courses give students an interactive experience with a live instructor, along with the flexibility, convenience, and cost savings of remote learning. Using the GoToTraining platform, our classes can be delivered anywhere there is an internet connection. Virtual classes are scheduled throughout the year or can be taught on demand. Customers are not all the same and with the ever-changing business needs, Siemens Training Academy has the ability to customize training to meet the goals of your customers. Siemens Training Academy has worked with hundreds of companies from hospitals, universities, government organizations to Fortune 100 businesses to develop and provide customized training.
-	2	* Do you possess a dedicated training organization, staff and facilities?	12.50%	-	Yes, Siemens Training Academy, offers training courses that integrate best practices and new learning technologies through instructor-led training with hands-on training simulators. Siemens Training Academy has developed training paths and tiers to ensure customers have the necessary knowledge to improve productivity, increase job satisfaction, gain confidence, and take the guess work out of course selections. Courses are led by certified technical experts and can be taught onsite, at a local branch, or at the customer's facility. Virtual instructor-led trainings are also offered and include virtual simulations.
-	3	* Can the training be customized to meet the Campuses' needs?	12.50%	Yes; No	Yes
-	4	Please provide your interest in providing scholarships and/or fellowship funding for our undergraduate and graduate students. Please include any restrictions or any areas of academic focus. Please also note any current support you provide students at other institutions.	12.50%	-	While Siemens has a focused effort in working with universities on student career placement and internship programs, we do not currently have any scholarship programs in place. We are open to learning more about how we may better support the University's scholarship program in the future. Siemens extensively supports University engineering programs and – by extension – undergraduate and graduate students. Siemens offers no-cost software grants, funds research and provides and training resources to further advance technology while also helping address the worldwide engineering workforce gap due to aging demographics in most of the developed countries. We partner with dozens of universities across the united states, and have an extensive relationship with the University of California system through organizations like CITRIS and the Banatao Institute. https://citrisc-uc.org/
-	5	Please note your interest in hiring UC students/graduates for internships or full time positions.	12.50%	-	Siemens has a dedicated University Relations team to support internships and development programs for University students. Siemens University Relations team actively participates in Career Fairs where we spend time speaking to students in one-on-one or group settings about Siemens and the positions available. These interactions help identify students' career paths and match them to the open positions. The Siemens Smart Infrastructure RSS Internship Program is an annual summer program built to develop future talent for Siemens. Students will gain real-world, hands-on experience as a Smart Building Sales Intern, Project (Construction) Management Intern or Smart Building Specialist Intern. The Smart Building Sales and Project (Construction) Management Internship Program is designed to recruit talent from four-year universities. Candidates must be majoring in engineering or business-related field with interest in Sales, Project Management, or Construction Management. The internship will focus on sales or project management related activities at least 50% of the time, while the other 50% will be spent learning about other areas of our branch organization (solutions, service, sales, operations, automation, fire, security). Internship applications open in the fall/winter timeframe, and all interns are hired on by spring to start in the summer. Our goal is to hire every intern in a full-time capacity once they graduate from college, so long as the intern demonstrated exemplary performance and wants to work for Siemens post-graduation. Siemens brings on 60-70 interns a year through The Siemens Smart Infrastructure RSS Internship Program and hires a large percentage of these interns into full-time positions after graduation. Siemens actively recruits from the UC System and will continue to do so into the future.
-	6	Please also note your willingness to sponsor and engage with campus Career Centers. Such sponsorships may secure access such as: career fairs, emails to students, on-campus interviews, etc.	12.50%	-	Siemens has a high level of interest in sponsoring and engaging with campus career centers. Siemens has a dedicated University Relations team that participates in a variety of live and virtual recruitment events. The Siemens University Relations team will often post open positions through University platforms such as Handshake and Synchplicity. Other University sponsorships include: information sessions directed toward a target student audience, networking events centered around relationship building, and post job fair interviews with University coordination. Siemens welcomes any further collaboration to support University Career Centers.
-	7	Is your company able to offer additional programs or services in regards to rebates or grants. Check all that apply.	12.50%	State or Federal rebate initiatives ; Utility managed programs; Consulting managed programs; Additional value add programs	State or Federal rebate initiatives; Utility managed programs; Consulting managed programs; Additional value add programs or initiatives
-	8	Are there any other offerings that we haven't highlighted in which your firm is capable to provide? Please respond in succinct text.	12.50%	-	Siemens is helping higher education campuses take control of their energy supply while achieving guaranteed results with distributed energy solutions. Three main challenges face the higher education sector along with commercial industry: costs, security of supply and CO ₂ reduction. With the help of local distributed energy solutions, it is possible to turn these challenges into long-term calculable variables – across all businesses and industrial sectors. The solutions utilize an optimized mix of distributed energy resources (DER) such as renewable energy, combined heating and power stations, or storage systems, supported by sophisticated energy management.

Energy Management Systems

Building Services – Energy

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Supply Side Procurement Services

SIEMENS will provide competitive pricing and purchasing strategies for the Customer. These services will include:

1. Load profiling from historical consumption data to create an energy profile.
2. Market analysis for purchasing opportunities.
3. Development of an RFP with differing pricing structures.
4. Solicitation of price quotes
5. Receipt and analysis of bids jointly with the Customer.
6. Recommendation on a purchasing structure.
7. Negotiation jointly with the Customer of supply contracts.

The result is better insulation from energy market volatility and more effective energy planning.

Energy Master Planning

Siemens' Energy and Sustainability Strategy service integrates goals and priorities across cost reduction, risk management and sustainability performance. Through a consultative process, Siemens works with the customer to define the appropriate mix of energy supply and demand measures to achieve the customer's strategic goals. The end result positions energy and sustainability goals in the context of resource availability, capital access and ROI.

Monitoring Based Commissioning (MBCx)

Monitoring Based Commissioning (MBCx) focuses on monitoring system operation through data analysis and provides direction for maintenance activities within your facility (e.g. optimizing temperature set-points and equipment scheduling, leaking valves and failed damper actuators) to maintain efficiency, with the end goal of using minimal energy consumption drift in your facility while maintaining indoor environmental quality requirements. Siemens Monitoring Based Commissioning programs identify, addresses and fix short falls when your HVAC equipment is not operating optimally.

Monitoring Based Commissioning is critical to verify HVAC systems continue to function at their peak efficiency and effectiveness throughout their lives. It provides valuable documentation of system operation and the effect of these changes on the cost of operating the building. This service may also provide comprehensive training for building engineers and maintenance and building management personnel to ensure they have a solid understanding of post-commissioned building operations.

Utility Bill Management

SIEMENS will collect historical energy data either from the Customer directly or through the utility company with authorization from the Customer. The minimum historical data required for this service will be the data existing for the past 12 months but 3 years historical data will be requested and is preferred. SIEMENS will use this data to project energy consumption patterns based on the Customer's operations. Future energy volumes will be priced according to the market per commodity. SIEMENS will use this pricing to produce a forecasted budget on a monthly basis, the Customer will provide utility invoices to SIEMENS to extract data so that performance-against-budget can be monitored. SIEMENS will incorporate this data into the Customer's budget. In addition, forward market pricing is also updated to provide a revised expectation for the balance of the budget cycle on energy spend. SIEMENS will provide updated budgets on a monthly basis within 10 days of SIEMENS's receipt from the Customer of the Customer's monthly utility invoices. SIEMENS will review any changes with the Customer that SIEMENS observed during the update process.

Smart Building Assessment – Core

About Smart Building Assessments

Your Siemens building automation system is continually generating valuable information from its network of sensors and end-devices. Smart Building Assessment is the first step in our Smart Building Commissioning process and will leverage the value of that data via Siemens proprietary tools and methods. The goal is to provide insights into opportunities for operational and energy efficient improvements specific to your building and situation.

Smart Building Assessment Deliverables

The Smart Building Assessment will provide:

- A Utility Data Analysis report for your building, summarizing overall energy usage.
- An Air Handler Unit Report for the selected systems
- A Zone Controller Analysis report for the zone controllers associated with these airhandlers

Deliverable 1: Utility Data Analysis Report

The Utility Data Analysis report will include:

- A summary of overall energy usage, by utility (client to provide utility bills and/or authorize digital access as necessary)
- An estimated Energy Star score (if applicable; client must provide additional building details)
- Energy Utilization Index (EUI) and carbon footprint analysis
- High-level subsystem energy use disaggregation, identifying how energy is used in the building

If hourly interval data is available, additional time and weather sensitivity analysis will be provided.

Deliverable 2: Air Handler Unit Reports

The Air Handler Unit Report presents operational trend data from the included systems in a logical way to facilitate quick, accurate diagnosis and communication of deficiencies and potential improvements. The proprietary visualizations used in this report put operational data into context with relation to sequence and weather influence that allow for improved detection and diagnosis of issues compared to time-series data on its own. Recommendations from this analysis will include both low-cost keystroke corrections and larger

improvement measures.

Deliverable 3: Zone Controller Data Analysis

The Zone Controller Data Analysis is a unique approach applied to zone controllers such as Siemens TECs and DXRs. Rather than spend time creating trends for dozens of points on hundreds of devices, which can be taxing on the infrastructure of the BAS as well as labor-intensive, the snapshot analysis takes a moment-in-time look at all the operational data on a zone controller and identifies issues with both operations and controller configuration. This snapshot analysis strikes the right balance between issue identification and efficiency.

Upon completion of these reports, the Siemens customer team (consisting of Client Service Manager, Service Technician, and Energy Engineer) will meet with the client to review the findings and help develop an action plan to address the deficiencies and potential improvements that have been identified.

Assessment Scope

The scope of this assessment includes up to 3 air handlers and associated zone controllers (limited to no more than 50 zone controllers per AHU).

Analysis will be limited to temperature control, economizer control, and fan speed control.

Smart Building Assessment – AHUs

About Smart Building Assessments

Your Siemens building automation system is constantly continually generating valuable information from the its network of sensors and end-devices throughout the system. The Smart Building Assessment, is the first step in our Smart Building Commissioning process, and will leverage the value of that data, via Siemens proprietary tools and methods. The goal is to provide insights into opportunities for operational and energy efficient improvements specific to your building and situation.

Smart Building Assessment Deliverables

The Smart Building Assessment will provide a Unit Report for the air handler equipment listed below

Unit Report

The Unit Report presents operational data from the included systems in a logical way to facilitate quick, accurate diagnosis and communication of deficiencies and potential improvements. The proprietary visualizations used in this report put operational data into context with relation to sequence and weather

influence that allow for improved detection and diagnosis of issues compared to time-series data on its own. Recommendations from this analysis will include both low-cost keystroke corrections and larger improvement measures.

Smart Building Assessment Scope

Analysis will be limited to temperature control, economizer control, and fan speed control.

Smart Building Assessment – Zone Controllers

About Smart Building Assessments

Your Siemens building automation system is constantly generating valuable information from the sensors and end-devices throughout the system. The Smart Building Assessment, the first step in our Smart Building Commissioning process, will leverage the value of that data, via Siemens proprietary tools and methods, to provide insights into opportunities for operational and energy efficient improvements specific to your building and situation.

Smart Building Assessment Deliverables

The Smart Building Assessment will provide a Zone Controller Data Analysis report for the zone controllers listed below.

Zone Controller Data Analysis

The Zone Controller Data Analysis is a unique approach applied to zone controllers such as Siemens TECs and DXRs. Rather than spend time creating trends for dozens of points on hundreds of devices, which can be taxing on the infrastructure of the BAS as well as labor-intensive, the snapshot analysis takes a moment-in-time look at all the operational data on a zone controller and identifies issues with both operations and controller configuration. This snapshot analysis strikes the right balance between issue identification and efficiency.

Smart Building Assessment Scope

The scope of this assessment shall include up to 150 zone controllers.

Smart Building Assessment – CHW Plant

About Smart Building Assessments

Your Siemens building automation system is constantly generating valuable information from the sensors and end-devices throughout the system. The Smart Building Assessment, the first step in our Smart Building Commissioning process, will leverage the value of that data, via Siemens proprietary tools and methods, to provide insights into opportunities for operational and energy efficient improvements specific to your building and situation.

Smart Building Assessment Deliverables

The Smart Building Assessment will provide a Unit Report for the chiller plant equipment listed below.

CHW Unit Reports

The CHW Unit Report presents operational trend data from the included systems in a logical way to facilitate quick, accurate diagnosis and communication of deficiencies and potential improvements. The proprietary visualizations used in this report put operational data into context with relation to sequence and weather influence that allow for improved detection and diagnosis of issues compared to time-series data on its own. Recommendations from this analysis will include both low-cost keystroke corrections and larger improvement measures.

Smart Building Assessment Scope

The scope of this assessment shall include up to 3 chillers and its associated central plant equipment:

- Primary chilled water pumps
- Secondary chilled water pumps
- Condenser water pumps
- Cooling towers

Digital Utility Data Analysis

About Utility Data Analysis

Evaluating a building's overall energy performance is a valuable starting point to identify and quantify the value of energy conservation efforts. Siemens will perform a Utility Data Analysis (UDA) to determine key metrics and identify any usage patterns that might point to potential savings measures. These key metrics are:

- Estimated Energy Star score (if applicable; client must provide additional building details)
- Average cost per kWh of electricity and MMBtu of natural gas (if applicable)
- Energy Utilization Index (EUI) (kBtu/sq. ft.)
- Carbon footprint analysis (Mt CO₂e/year)

These metrics will be compared against averages based on location and industry.

The UDA will also include an end-use disaggregation analysis, which estimates the percentage of the total bill being spent in 5 key categories; Heating, Cooling, Ventilation, Lighting, and Miscellaneous. This disaggregation can help prioritize more detailed investigation into specific building systems.

To facilitate the analysis, Siemens will request the client to agree to a digital Utility Data Authorization that will permit Siemens to access data directly from the client's utility provider. This authorization is provided by entering the login credentials for the utility's online account portal. This information is transmitted securely, and is not shared with Siemens or any third party.

Upon completion of the analysis, Siemens personnel will meet with key client staff to review the results. At this time, potential energy optimization strategies can be discussed to reduce the facility's energy usage.

Utility Data Analysis Deliverables

The Utility Data Analysis service shall provide a UDA report for your building, summarizing overall energy usage and key metrics.

Utility Data Analysis Assessment Scope

Standard Utility Data Analysis

About Utility Data Analysis

Evaluating a building's overall energy performance is a valuable starting point to identify and quantify the value of energy conservation efforts. Siemens will perform a Utility Data Analysis (UDA) to determine key metrics and identify any usage patterns that might point to potential savings measures. These key metrics are:

- Estimated Energy Star score (if applicable; client must provide additional building details)
- Average cost per kWh of electricity and MMBtu of natural gas (if applicable)
- Energy Utilization Index (EUI) (kBtu/sq. ft.)
- Carbon footprint analysis (Mt CO₂e/year)

These metrics will be compared against averages based on location and industry.

The UDA will also include an end-use disaggregation analysis, which estimates the percentage of the total bill being spent in 5 key categories; Heating, Cooling, Ventilation, Lighting, and Miscellaneous. This disaggregation can help prioritize more detailed investigation into specific building systems.

To facilitate the analysis, Siemens will request the client to provide at least 12 months of paper utility bills for all meters serving this building. These should be copies of the original utility bills, rather than client-maintained spreadsheets, so that Siemens personnel can obtain all available details regarding rate and tariff structure for each meter.

Upon completion of the analysis, Siemens personnel will meet with key client staff to review the results. At this time, potential energy optimization strategies can be discussed to reduce the facility's energy usage.

Utility Data Analysis Deliverables

The Utility Data Analysis service shall provide a UDA report for your building, summarizing overall energy usage and key metrics.

Utility Data Analysis Assessment Scope

This report will include an estimated Energy Star score only; it is not a replacement for an Energy Star Statement of Performance and cannot be used to obtain an Energy Star label.

Energy Services Building-Level M&V Report

About Measurement and Verification

When implementing Facility Improvement Measures in your building, a measurement and verification report

can provide confidence that systems are responding the way they were expected to. This is accomplished through periodic reporting of whole building energy use compared to a 12-month baseline prior to the implementation of these measures.

This approach is compliant with International Performance Measurement and Verification Protocol (IPMVP) Option C – Whole Facility Measurement and should be used for those projects that are expected to impact building usage by at least 10%. For more information on IPMVP visit www.evo-world.gov.

Building-Level M&V Deliverables

The Building-Level M&V service shall provide an M&V report, summarizing overall building energy usage and key metrics for the previous 12 months (Performance Period) compared to the agreed-upon 12-month Baseline Period

The difference in energy use between the Performance Period and the Baseline Period shall be compared to the expected savings for the energy projects that were implemented.

Building-Level M&V Scope

The equipment included in the scope of this M&V Report is documented in this **List of Included Equipment and Buildings**.

Equipment in Scope	Energy-Saving Measures Implemented (list in separate rows)	Energy savings expected	Baseline Period
Building Address			

Dynamic VAV Optimization

About Dynamic VAV Optimization

Optimizing control of air handlers is a challenging problem. Competing interests and priorities must be balanced. Increasing discharge air temperature at the air handler can reduce cooling load, but increases the amount of air required, thus increasing fan energy. Changing discharge air temperature can also impact space humidity, which impacts occupant comfort and potentially occupant health as well. The proper balance is dynamic and specific to each air handler and space.

In addition to balancing priorities, optimization must also deal with complexities due to time lag because changes at the air handler are not immediately felt in the space due to thermal flywheel effect. As a result, overly aggressive changes result in uncomfortable spaces and unstable system operation.

Dynamic VAV Optimization (DVO) solves these problems by leveraging a machine-learning air handler optimization algorithm. The system adjusts the static pressure and supply air temperature setpoints of the air handling system to reduce the heating, cooling, and fan energy usage based on priorities specified by

building operators.

This is accomplished by assessing space temperature response to changes in AHU setpoints over time. This, in turn, allows the system to accurately predict how space temperature responds to future changes in setpoint. Priorities are dictated by selecting an operating mode.

In **Green Mode**, the machine-learning algorithm solves the static pressure/supply air temperature energy equilibrium, resulting in savings over even the most advanced trim-and-respond strategies. This is done while maintaining space temperature within the designated temperature comfort band.

Defense Mode optimizes a model based indoor air quality metric that incorporates the latest guidelines for maintaining healthy indoor environments while ensuring compliance with the thermal comfort and ventilation requirements of occupants.

Energy Savings

Siemens has completed an energy analysis of the building and has determined that the expected energy savings are \$xxxx per year with the use of DVO. The savings come from the dynamic changing of Supply Air Temperature (SAT) and Supply Static Pressure (SSP) setpoints to provide the exact amount of air and conditioning as required by the space, which can change based on time of day, occupancy, and other factors. The total energy savings represent savings at the fan, heating energy, and cooling energy over a year.

Operational Benefits

There are additional, potential operational benefits including tighter control of set points for the AHUs leading to a more comfortable environment for employees and tenants. In a typical office building, DVO can reduce the number of non-compliant HVAC zones by up to 40% through this tighter control of temperature. A non-compliant HVAC zone is defined as an HVAC zone where the temperature set point is outside the bounds of Current Facility Requirements. For example, if a building requires the room set point to be 68-74 °F, a non-compliant HVAC zone would be a zone outside of this temperature range.

In addition, rogue zones, which are defined as HVAC zones that improperly drive the control of HVAC systems, do not drive the output of the algorithm. If issues arise with the AHUs or zone controllers, these can be identified, and machine learning optimizes the system around the issue until it can be fixed. This is the definition of being proactive—instead of waiting for things to happen, data is used to identify issues and fix them with targeted maintenance before they fully impact the system.

Dynamic VAV Optimization deliverables

The DVO service shall provide:

- Optimized Supply Air Temperature (SAT) and Supply Static Pressure (SSP) setpoints, communicated via remote connection, for the air handlers listed below.
- Cloud hosting of the DVO optimization algorithm
- Software maintenance and security updates
- Remote connection service

- DVO Uptime Report

Optimization Scope

The equipment included in the scope of this M&V Report is documented in this **List of Included Equipment and Buildings**.

Smart Infrastructure Assessment

About Smart Infrastructure Assessments

Traditionally, buildings have been viewed as an expense, simply a place to do business. But changing business models and higher user expectations are driving the need to create agile, flexible, and adaptive environments. Employees, tenants, and customers want technology to improve their experiences within your building, and they are making decisions about where to work, spend their money, and devote their time accordingly. Forward-thinking building owners understand that while operational efficiency improves profitability, a focus on occupant experience creates a competitive advantage and drives revenue growth.

The types of projects which enable these capabilities can seem challenging in older buildings. The Siemens Infrastructure Assessment (SIA) will allow you to identify your building's readiness for these types of projects, as well as identify which areas of investment will help you meet these goals.

Smart Infrastructure Assessment Phase 1 Scope and Deliverables

The SIA phase 1 will provide:

- Survey-based condition assessments of the following existing infrastructure components:
 - Automation
 - Major mechanical systems
 - Electrical distribution
 - Fire and life safety systems
 - Security and access control systems
 - IT environment
 - Cybersecurity systems
- Readiness assessments to determine feasibility of deployment of the following infrastructure concepts:
 - Electric car charging
 - Distributed Energy Systems
 - Strategic energy management and procurement
 - Building IOT systems
- Useful life assessment for major HVAC mechanical systems
- Utility data analysis
- Recommendations for detailed investigation or development of systems based on assessment and customer priority survey results.

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Preventive Maintenance – Automation

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices included under this service are identified in the List of Maintained Equipment in this service agreement.

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.

Preventive Maintenance – Pneumatic Controls

Pneumatic controls can drift out of calibration with changes in mechanical component performance, building use, and climatic conditions. Siemens will provide preventative maintenance in accordance with a program of standard routines that include calibration as determined by our experience, equipment application and location. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Quality Assurance

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Advantage Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

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. The control loops to be included as part of this service are itemized in the List of Maintained Equipment in this service agreement.

Network Health

Optimize the health of the network infrastructure by analyzing network traffic and resolving performance issues.

Network Maintenance

Network Maintenance: Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance helps to ensure the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained Equipment.

Software Maintenance

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

Spare Parts Inventory Management

Siemens will assess your repair parts requirements and provide a recommended inventory of required and frequently used replacement parts. Siemens will replenish these parts on an ongoing basis in order to provide you with an inventory of repair parts. Replacement parts not otherwise covered under this Agreement will be billed as inventory is replenished.

System Documentation Management and Update

With the System Documentation Management and Update Service, Siemens stores and safeguards electronic documents related to the maintenance and support of your system (e.g. system maintenance, inspections and testing reports; installation plans; configuration documentation; user guides and systems inventories). Siemens documents service visits and findings as provided through ongoing services. Specific documentation changes resulting from changes in system design and configuration will be provided as identified in the List of Maintained Equipment or Appendix. On request, documents and other system related data are made available and supplied in electronic form or as a hard copy.

BACnet™ Network Analysis

Using a combination of proprietary diagnostic technologies and network analysis software, Siemens will analyze, and report on the performance of your BACnet networks. Proper BACnet network performance helps to ensure the highest speed of communication and accuracy of control, alarming, and reporting across the facility. Using BACnet network diagnostic and analytic tools, our proactive evaluation of the BACnet data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, misconfigurations, conflicts, sub-optimal setup, and overall operation. Siemens may also make recommendations on changes to the BACnet network infrastructure if structural limitations are identified during the analysis. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained Equipment. Siemens BACnet equipment and third party BACnet equipment is included in this analysis if it is connected on the same network and is visible from our point of connection.



Additional Services

Onsite Equipment Inspection

We will provide physical inspection and preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices included under this service are identified in the List of Maintained Equipment in this service agreement. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Performance Reporting

Through implementing our Performance Reporting, Siemens will help to ensure that we deliver quality service. The reporting criteria are developed between your facility staff and Siemens and will reflect the goals and objectives of the scope of this Service Agreement. These reporting criteria will be agreed upon at the commencement of this Agreement. We will meet with you to discuss our performance. We will discuss the performance of your systems, your facility, and make recommendations for improvement.



Firmware Updates

We will provide you with firmware and documentation updates to your existing field panels upon development. The included training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are itemized in the List of Maintained Equipment. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)

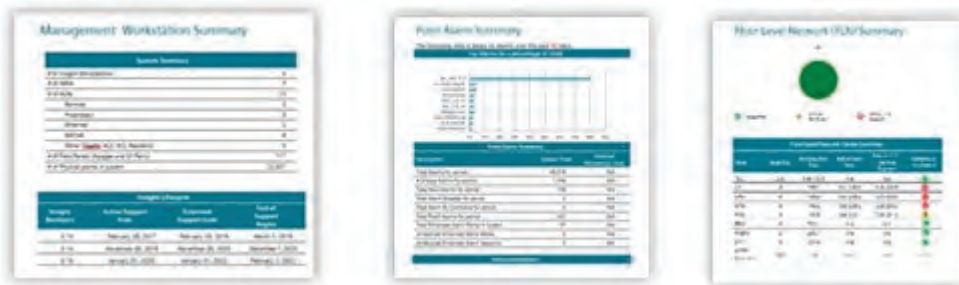
Software Subscription Service - Design CC

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

Automation Health Report

Our Automation Health Report provides a complete view of the Automation system. This includes Asset Management with equipment firmware to ensure your system is up to date with a summary of the panels and floor level equipment installed at your facility.

It also provides a summary of the top alarms and frequency of the last 30 days, 60 days, or 90 days.



Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

On-site System Operator / Staffing Support Services

Adequate staffing plays a significant role in maintaining the integrity and reliability of your building systems, and in achieving the operational goals of your facility, which typically focus on occupant comfort, safety, security, compliance, and cost and energy reduction. Siemens will provide trained and certified personnel for on-site system support, where additional staffing is required to maintain your critical building system. The on-site staff will ensure that your systems operate at peak efficiency, to achieve your facility and organizational goals.

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours, during scheduled visits.

Education Services

If delivered at Siemens Training Center

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training by a certified instructor from the Siemens Customer Training group will provide your staff

with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at one of our national training facilities, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Skills Assessment

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. To properly provide the appropriate training to your staff, Siemens will perform an assessment of the current skill level of your staff pertaining to their use of the system within your facility. The results of this assessment will enable Siemens to recommend specific training which will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. Under this agreement we shall provide the stated number of hours of assessment time

BACnet™ Network Analysis

Using a combination of proprietary diagnostic technologies and network analysis software, Siemens will analyze, and report on the performance of your BACnet networks. Proper BACnet network performance helps to ensure the highest speed of communication and accuracy of control, alarming, and reporting across the facility. Using BACnet network diagnostic and analytic tools, our proactive evaluation of the BACnet data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, misconfigurations, conflicts, sub-optimal setup, and overall operation. Siemens may also make recommendations on changes to the BACnet network infrastructure if structural limitations are identified during the analysis. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained Equipment. Siemens BACnet equipment and third party BACnet equipment is included in this analysis if it is connected on the same network and is visible from our point of connection.



Additional Services

Onsite Equipment Inspection

We will provide physical inspection and preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices included under this service are identified in the List of Maintained Equipment in this service agreement. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Performance Reporting

Through implementing our Performance Reporting, Siemens will help to ensure that we deliver quality service. The reporting criteria are developed between your facility staff and Siemens and will reflect the goals and objectives of the scope of this Service Agreement. These reporting criteria will be agreed upon at the commencement of this Agreement. We will meet with you to discuss our performance. We will discuss the performance of your systems, your facility, and make recommendations for improvement.



Firmware Updates

We will provide you with firmware and documentation updates to your existing field panels upon development. The included training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are itemized in the List of Maintained Equipment. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)

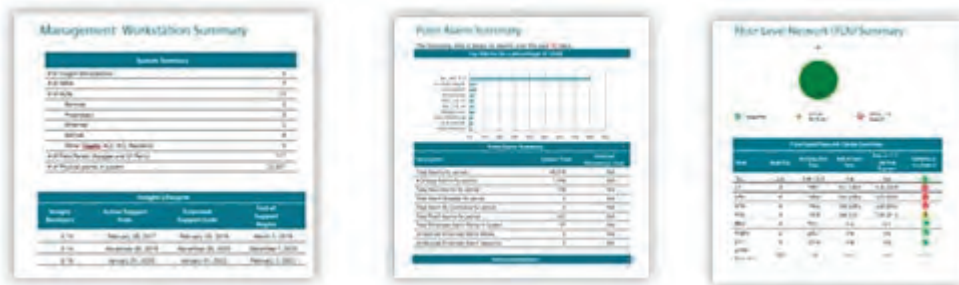
Software Subscription Service - Design CC

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

Automation Health Report

Our Automation Health Report provides a complete view of the Automation system. This includes Asset Management with equipment firmware to ensure your system is up to date with a summary of the panels and floor level equipment installed at your facility.

It also provides a summary of the top alarms and frequency of the last 30 days, 60 days, or 90 days.



Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

On-site System Operator / Staffing Support Services

Adequate staffing plays a significant role in maintaining the integrity and reliability of your building systems, and in achieving the operational goals of your facility, which typically focus on occupant comfort, safety, security, compliance, and cost and energy reduction. Siemens will provide trained and certified personnel for on-site system support, where additional staffing is required to maintain your critical building system. The on-site staff will ensure that your systems operate at peak efficiency, to achieve your facility and organizational goals.

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours, during scheduled visits.

Education Services

If delivered at Siemens Training Center

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training by a certified instructor from the Siemens Customer Training group will provide your staff

with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at one of our national training facilities, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Skills Assessment

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. To properly provide the appropriate training to your staff, Siemens will perform an assessment of the current skill level of your staff pertaining to their use of the system within your facility. The results of this assessment will enable Siemens to recommend specific training which will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. Under this agreement we shall provide the stated number of hours of assessment time.

HVAC SYSTEMS

Building Services – Mechanical

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Air Filter Service

Through this service Siemens will maintain indoor air quality by changing filters and minimizing dust and particles from collecting in the ductwork. This service also helps ensure proper flow through cooling and heating coils thus helping to prevent restrictions in airflow and provide better heat transfer, leading to better system performance and energy efficiency. The air handling equipment in which this air filter service is included is identified in the Mechanical Equipment List. Any filters that require replacement on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph. In the event the air filter service or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Annual Inspection

Siemens will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs. Depending on our findings we will also provide recommendations for additional service(s) that will help to better enhance equipment performance and / or report any other deficiencies that are not corrected within the scope of this agreement. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

Belt Service

Siemens will provide necessary labor and material to change the belt(s) on the listed equipment. The belts will be changed during annual or seasonal inspections once per year

Boiler Fireside Cleaning

Through this service Siemens will clean soot ash and debris from tubes, allowing for better heat transfer and system efficiency. We will open the fire side of the boiler, brush fire tubes, remove soot and debris from the fireside of the boiler, inspect tubes, burners and burner throat, fire box and door refractory, and close boiler doors with new gaskets and door seals. Upon completion of this service we will provide recommendations for corrective action(s), if repair coverage has not been selected. The boilers included under this service are itemized in the Mechanical Equipment List in this service agreement.

Boiler Waterside Cleaning

Through this service Siemens will flush the waterside of the boilers to remove loose scale and debris, allowing for better heat transfer and system efficiency. Upon completion of our service we will provide recommendations regarding water treatment based on conditions found. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Coil Cleaning - Condenser (Refrigeration)

Through this service Siemens will improve airflow across condenser coils and improve heat transfer. This service will help to extend the life of the compressors and improve efficiency. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, or dirt buildup by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash at our discretion based on the condition of the outside environment and coil accessibility. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement. Any Coils that require cleaning on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph.

Coil Cleaning - Evaporator (Refrigeration)

Siemens will clean your air handling unit evaporator coils to help to improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Unless specified elsewhere in this proposal, coils will be cleaned during normal hours at a time that is mutually agreeable between your staff and Siemens. Coil cleaning consists of cleaning the outside surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner, brush, high pressure air, chemical with low pressure wash or other method that allows us to properly clean the coil at our discretion. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement. Any Coils that require cleaning on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph.

Coil Cleaning - Water (H/C)

Siemens will clean your air handling unit Heating and/or Cooling coils to help to improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned during normal hours at a time that is mutually agreeable between your staff and us. Coil cleaning consists of cleaning the outside surface of the Water coil to remove dust and dirt particles that have collected on the coil. Coils will be cleaned using a vacuum cleaner, brush, high pressure water, air, chemical with low pressure wash or other method that allows us to properly clean the coil at our discretion. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement. Any Coils that require cleaning on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph.

Condenser Tube Cleaning

Siemens will provide necessary labor and material to remove the condenser head and manually clean the condenser tubes with the appropriate cleaning equipment and replace the condenser head when cleaning is completed. This is done to maximize heat transfer which should result in efficiently operating equipment. The condenser tubes will be cleaned during normal hours at a time that is mutually agreeable between your staff and Siemens. Acid washing to remove excessive scale build up due to poor water treatment is not included with this service.

Cooling Tower Cleaning

Siemens will drain, clean and remove normal debris from the cooling tower basins and distribution pans. This provides for even water flow and reduces the likelihood that debris will enter the condenser water system that could block chiller condenser tubes and restrict condenser flow, thus helping to prevent nuisance chiller shutdowns and poor system energy efficiency. The cooling towers included under this service are itemized in the Mechanical Equipment List in this service agreement.

Evaporator Tube Cleaning

Siemens will provide necessary labor and material to remove the evaporator head and manually clean the evaporator tubes with the appropriate cleaning equipment and replace the evaporator head when cleaning is completed. This is done to maximize heat transfer which should result in efficiently operating equipment. The evaporator tubes will be cleaned during normal hours at a time that is mutually agreeable between your staff and Siemens. Chemical treatment of the closed loop chilled water system if necessary is not included with this service.

Laser Alignment

In conjunction with the Vibration Analysis and as a part of a predictive/preventative Maintenance program Siemens will use a Laser shaft alignment tool to ensure any identified misaligned equipment is aligned to the manufacturer's specification. All rotating machinery is susceptible to misalignment. This misalignment can shorten the equipment's life expectancy, cause significant waste of energy dollars and in the worst case result in system downtime. Laser alignment service as part of our predictive maintenance program will help you to reduce your overall Owning and Operating cost and help eliminate downtime.

Operating Inspection

Through this service Siemens will help to ensure mechanical equipment continues to operate efficiently, safely and with minimal operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

Quality Assurance

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality

of service that is being provided under your Advantage Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

Refrigerant Analysis

Siemens will perform refrigerant analysis and trend the refrigerant condition to identify contaminants and possible system malfunctions caused by the wear of moving parts, such as bearings and shafts. This predictive wear analysis provides early identification of problems prior to them becoming unplanned and costly. Based on the analysis results, we will make additional recommendations to you regarding the operation and maintenance of your chiller plant. Replacement refrigerant is outside the scope of this service. The chillers included under this service are itemized in the Mechanical Equipment List in this service agreement.

Repair & Replacement Services – Mechanical Services

Repair & Replacement Services: To help to reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. This service helps to simplify and expedite coordination for repairs in collaboration between you and Siemens with the goal of extending the useful life of existing mechanical equipment. Prior to the performance of any services in this agreement, we will conduct an initial inspection of the equipment and assess the condition of the equipment covered by this Repair & Replacement Service. Any equipment that does not meet industry operating standards will be brought to the owner's attention, and you can either make necessary repairs or the equipment will be removed from the Repair & Replacement coverage.

In the performance of our services, Siemens may, at our discretion, repair or replace components that are suspected of being faulty in advance of a failure to minimize system downtime. When appropriate for Medical Process Chillers, on an annual basis, we will replace all essential relays, compressor and pump contactors. Equipment with Repair and Replacement coverage will be identified with a "Yes" under the column labeled "R&R Coverage" in the Mechanical Equipment List. For equipment with VFDs, this coverage will apply if "Yes" appears in the Column Labeled "VFD Incl.". Items not covered will be brought to the owner's attention if deficiencies are found during an annual or operational inspection.

This coverage does not include replacement of an entire piece of equipment. In cases where complete equipment replacement is recommended or required, Siemens will assist the owner in developing a capital equipment replacement budget.

Water Treatment

Systems using water for cooling and heating through water towers, chilled water systems, steam boilers and hot water boilers need a supply of relatively clean water. For conservation and cost reasons, this water is reused in these loops and needs to be treated. Organic growth, fouling, scaling, and corrosion can reduce cooling and heating plant productivity, cause plant downtime, and require costly equipment replacements in the future. Siemens will provide the water treatment necessary to neutralize or remove the damaging impurities from this water. We will ensure the correct configuration of water treatment system is in place and that the correct chemical treatment is being applied. This will help to ensure the Mechanical equipment is

not being fouled or running inefficiently because of the water systems. This service will include the maintenance of the chemical delivery systems, chemical testing and all necessary chemicals associated with the treatment of the listed equipment. The following systems are covered in the Agreement:

- Condenser Water
- Chilled water closed loop
- Hot Water Closed Loop

Protect Lifecycle Investment

Siemens will conduct a review on your building automation, fire and security systems, to determine technology levels and the state and status of their lifecycle. Siemens will utilize the results of the reviews to make specific recommendations regarding the current and recommended technology, so that we can help you receive the full benefit and return from your investment. Siemens will provide you with a recommended technology roadmap and written report of our findings, and conduct a face-to-face debriefing with you. Where requested, Siemens will provide ongoing budget support to assist you in understanding future investment requirements."

Combustion Analysis

Siemens will utilize electronic flue gas analysis to perform combustion analysis, whereby we adjust the burner controls and linkages as required for efficiency and pollution control. If existing equipment cannot meet current pollution requirements, we will make recommendations for system improvements. The boilers included under this service are itemized in the Mechanical Equipment List in this service agreement.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced mechanic who will work under your direction. The intent of this service is to offer the labor assistance necessary to complete a special project, or to meet a facility objectives. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

Eddy Current Testing

Eddy Current Testing helps to ensure heat exchanger tubes are within manufacturer's specifications and tubes are free of defects, thus helping to prevent costly waterside failures. After completion of each test, Siemens shall interpret the results and provide you with a written report including recommendations for corrective action(s). The following systems are covered in the Agreement for chillers itemized in the Mechanical Equipment List:

- Chiller Condenser tubes (once every 3 years)
- Chiller Evaporators tubes (once every 5 years)

On-site System Operator / Staffing Support Services

Adequate staffing plays a significant role in maintaining the integrity and reliability of your building systems, and in achieving the operational goals of your facility, which typically focus on occupant comfort, safety, security, compliance, and cost and energy reduction. Siemens will provide trained and certified personnel for on-site system support, where additional staffing is required to maintain your critical building system. The on-site staff will ensure that your systems operate at peak efficiency, to achieve your facility and organizational goals.

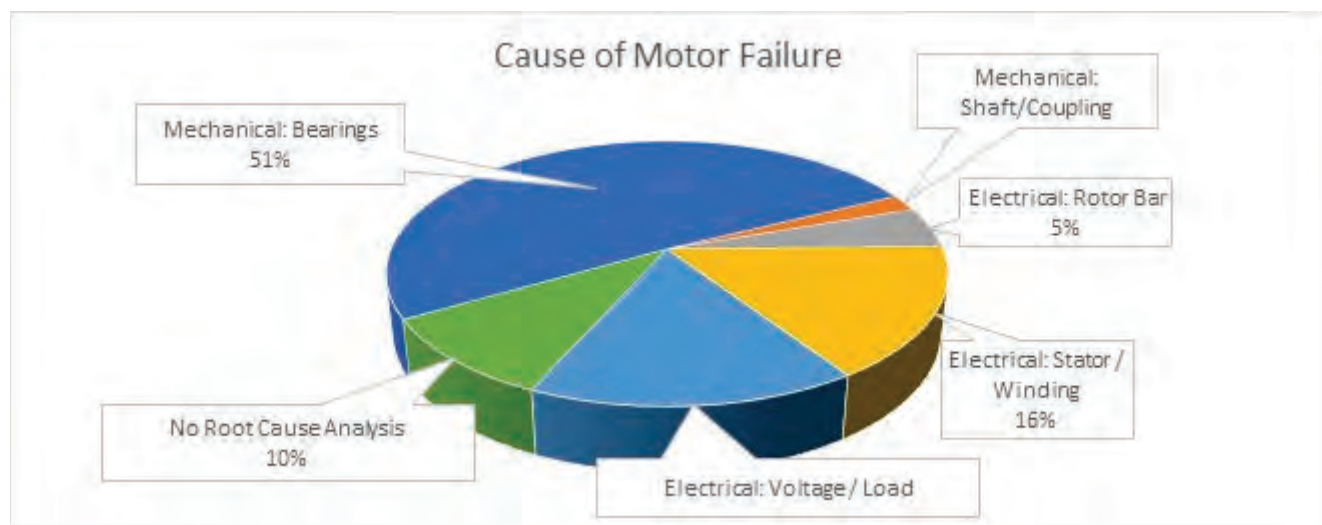
Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours, during scheduled visits.

Siemens Motor Assessment Program (MAP)

Overview

Siemens Motor Assessment Program (MAP) combines several powerful advanced analytic tools to help mitigate the risk of downtime for your critical motors. Most traditional maintenance programs physically inspect a motor regularly and lubricate their bearings when appropriate, however this type of inspection is ineffective at uncovering issues before a failure occurs. Statistically most all motor failures occur due to either mechanical or electrical issues, but these types of failures are difficult to identify through a traditional maintenance program



* Failure distribution statistics from IEEE Petro-Chemical Paper PCIC-94-01

Our MAP Program combines three advanced predictive technologies to identify potential risk of failure early:

- Thermography – Quickly identify severe near-failure conditions when electrical or mechanical

components cause over-heating.

- Vibration Analysis – Provides precise diagnosis of any mechanical issues well in advance of any failure
- Electrical Motor Analysis – Analyzes the wave form of 3 phase motors to provide the early warning if electrical issues begin to degrade motor performance

Motors that successfully pass all of these tests may not need to be visited again for the next 12 months. Those with moderate issues can be reinspected again in 3 to 6 months depending on the severity of the issue and the criticality of the motor. If a motor has a severe condition, immediate action can and should be taken to avoid the high cost of unscheduled down time and the collateral damage associated with a catastrophic motor failure.

Another important aspect of this program is the fact that this testing is performed without disassembling the motor or equipment and removing the motor from the site. Analyzing motors in place can provide additional insights into possible causes for performance issues.

Identifying your critical motors and adding them to the Motor Assessment Program can be a great way reduce costs but also to begin the journey from reactive to proactive / predictive maintenance. The list of motors included in this service are documented in the list of maintained equipment:

- CH-1 Chiller Motor
- CH-2 Chiller Motor
- CH-3 Chiller Motor
- AHU-1 Air Handler Supply & Return Fan Motors
- CHWP-1 Pump Motor

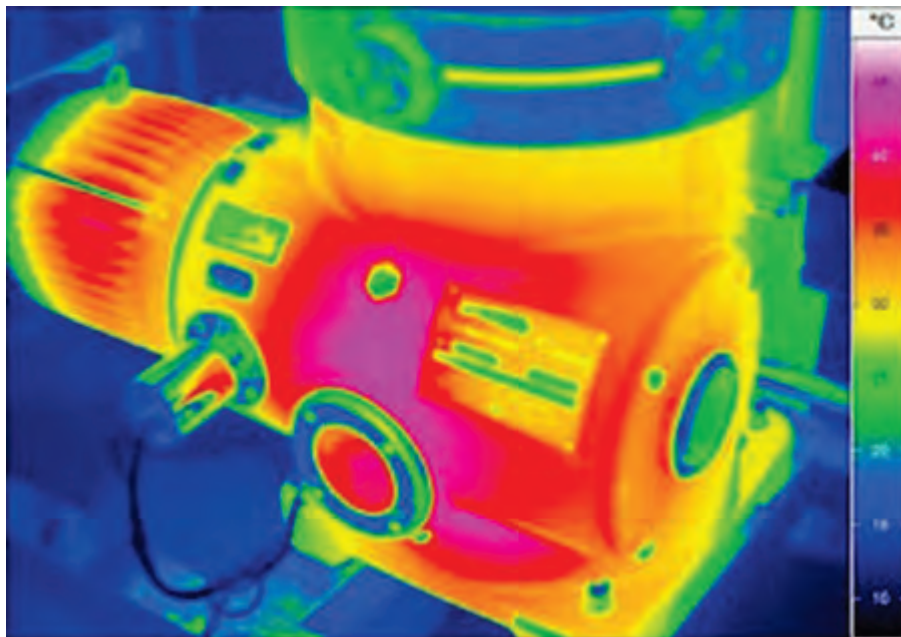
Siemens will deliver scheduled reports on established KPI's below X Number of Times Per Year (1x Normally)

- Overall Motor Health Analysis
- Detailed Fault Reporting
- Identification of Potential Faults in Connected Equipment
- Summary of Findings Recommendations

Motor Analysis Technology

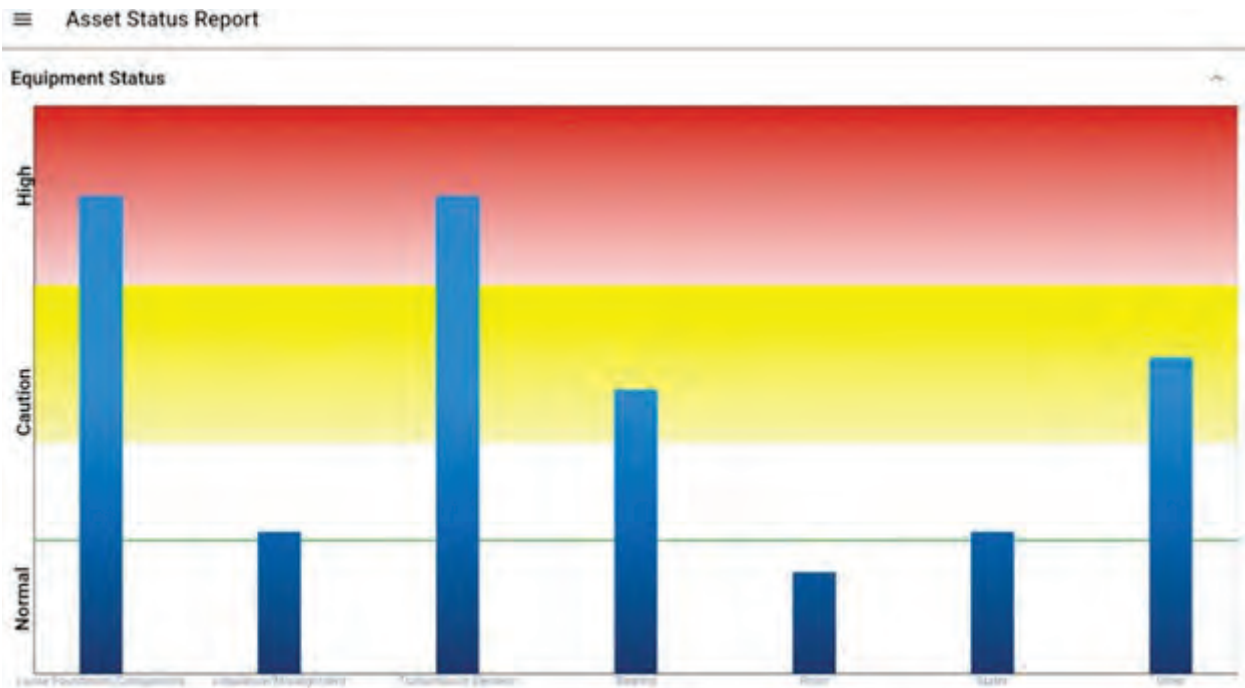
Thermography

Infrared Thermography (IR) is a non-intrusive method used to monitor the condition of equipment while it is operating and is based on temperature values. Infrared is a natural enhancement to the performance of visual inspections and can help to quickly identify issues when motors are under load. Thermal imaging allows one to discover potential problems that might otherwise go unnoticed. This technology can identify issues with motors, couplings, bearings, gearboxes, belt drives, and electrical connections



Electrical Motor Analysis

Electrical issues are a main cause for motor failure. These issues are often detectable well before any mechanical issues. The Electrical Motor Analysis tool analyzes three phase power and can compare the electrical spectra analysis of these inputs to uncover issues in any of seven different faults zones. This section of the report provides a one-page summary of the test results relevant to the seven fault zones.



The seven fault zones include:

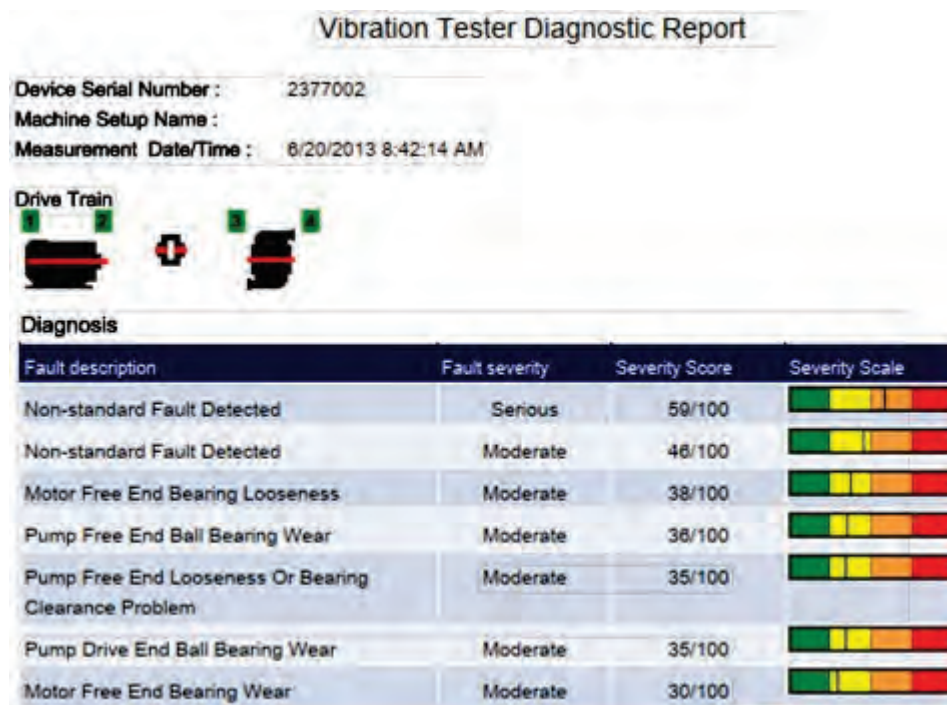
1. Looseness / Foundation: Checks for loose motor foundation, loose motor components, or excessive tolerances in driven components.
2. Unbalance / Misalignment: Checks for misalignment, unbalance as well as bearing, coupling, and motor shaft health.
3. Transmission Elements: Checks for couplings, driven equipment, belts, pulleys, gear box, and fan/pump impeller health.
4. Bearings: Checks for excessive bearing wear and other issues.
5. ***Rotor**: Checks for cracked or loose rotor and rotor bars.
6. ***Stator**: Checks for stator health, short circuits, winding slackness, insulation problems, and partial discharge issues.
7. Other: Pump cavitation and other advanced diagnostics.

*** The main diagnostic capabilities of electrical motor analysis are used to identify electrical issues in the rotor and stator.** The analysis also identifies mechanical issues listed above.

Vibration Analysis

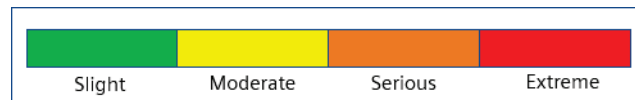
Many motor and driven component failures are directly related to mechanical failure. Vibration analysis can help you uncover mechanical issues well in advance of a failure and before motors are permanently damaged. As mechanical components begin to wear improperly, equipment begins to vibrate. By analyzing the signature of this vibration, the severity of the issues can be determined as well as the likely cause of the problem. The system combines a powerful diagnostic engine with a straightforward data collection process to analyze and report on specific machine faults and their severity. It provides quantifiable proof of equipment condition that drives budget and investment decisions to repair or replace machinery.

The early detection of mechanical issues can help increase uptime and reduce the overall cost of repairs by identifying issues before they cause major damage. When an issue is identified, plans can be implemented to repair and minimize business interruptions.



Severity Scale

The Scale is an indication of the severity for any particular fault machine condition.



Follow these recommended actions for each severity level to avoid failure. In general, the scale may be interpreted as:

- **Slight**

No repair action is recommended. Monitor the machine and retest after regular machine planned maintenance to verify maintenance was performed correctly.

- **Moderate**

(Months, even up to a year) – Repair action may be needed in the future. A machine failure is possible, so plan accordingly. Increase the frequency of vibration testing on this equipment and review spare parts availability.

- **Serious**

(Weeks) – Repair action may be needed before the next planned downtime. There may be other physical evidence of the fault in terms of noise or higher bearing temperatures. Retest the machine within a short period to confirm finds. Limit the run time of the machine, if possible, and determine a fault progression trend to prevent additional component failure.

Note:

Time to failure will vary depending on the equipment type, age, machine load, environmental conditions, and other variables.

- **Extreme**

(Days) – Consider shutting down the equipment and tacking repair action **now** to avoid catastrophic failure. There is likely other physical evidence of the fault in terms of noise, higher bearing temperatures or visible movement. Retest the machine within a short period to confirm finds.

Water Treatment - Non Chemical (Silver Bullet)

For agreements where the a non-chemical water treatment system has been installed, Siemens will take monthly water samples for testing to help ensure the system is operating properly. We will maximize water savings by adjusting conductivity bleed-off rates by increasing cycles of concentration as appropriate. We will also inspect the equipment to determine if it is in proper condition. We will make recommendations for repairs to the system unless repair and replacement coverage is included in the agreement, in which case we will make the necessary repairs.

Education Services

If delivered at Siemens Training Center

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training by a certified instructor from the Siemens Customer Training group will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at one of our national training facilities, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

If delivered at Siemens Training Center

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training by a certified instructor from the Siemens Customer Training group will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at one of our national training facilities, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Skills Assessment

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. To properly provide the appropriate training to your staff, Siemens will perform an assessment of the current skill level of your staff pertaining to their use of the system within your facility. The results of this assessment will enable Siemens to recommend specific training which will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. Under this agreement we shall provide the stated number of hours of assessment time

Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

Manage System Operation & Compliance

Design CC Data Backup and Restore Services

Siemens will perform scheduled database backups of your workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, 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. The equipment to be included as part of this service is itemized in the List of Maintained Equipment in this service agreement.

Quality Assurance

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Advantage Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

Fire Alarm System - Repair & Replacement Services

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

Air Sampling Detection System - Repair and Replacement Services

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

In addition, Siemens will check the VESDA® air sampling detector filter and compare the date of installation on the filter label with the recommended frequencies for filter replacement in the manufacturer's maintenance guide. Based on the manufacturer's recommended frequencies for filter replacement Siemens will replace the filter with a new one and record the date on its label. If VESDA ECO gas detector(s) are included Siemens will replace the gas sensor cartridge(s) based on the sensor life noted in the manufacturer's test gas guide.

Equipment covered under this agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

Spare Parts Inventory Management

Siemens will assess your repair parts requirements and provide a recommended inventory of required and frequently used replacement parts. Siemens will replenish these parts on an ongoing basis in order to provide you with an inventory of repair parts. Replacement parts not otherwise covered under this Agreement will be billed as inventory is replenished.

System Documentation Management and Update

With the System Documentation Management and Update Service, Siemens stores and safeguards electronic documents related to the maintenance and support of your system (e.g. system maintenance, inspections and testing reports; installation plans; configuration documentation; user guides and systems inventories). Siemens documents service visits and findings as provided through ongoing services. Specific documentation changes resulting from changes in system design and configuration will be provided as identified in the List of Maintained Equipment or Appendix. On request, documents and other system related data are made available and supplied in electronic form or as a hard copy.

Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Siemens will perform visual inspection and verify proper operation of the following:

- Identify and document conditions that may compromise the electrical components or operation of the system
- Inspect the fire alarm control panel as well as remote panels, if any
 - Check voltage readings, amperage, and battery capacity
 - Check wire terminals for loose connections on batteries
 - Check fuses, LEDs, and lamps

- Test and Inspect initiating devices
 - Verifying that each device is accurately represented on the fire alarm control panel
- Test and Inspect notification appliances
- Test and Inspect the activation of all output relays
- Test and Inspect condition and operability of tamper switches, low pressure alarms, manual pull stations, and flow switches
- Test central station communication of alarms, if monitored
- Inspect and activate outputs which trigger equipment shutdown, HVAC (smoke control), and equipment startup
- Confirm all devices returned to normal operating conditions
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

Duct Detector – Annual Differential Pressure Testing

Siemens will perform the annual differential pressure test of the duct detector(s) using the locally adopted NFPA 72 edition's recommended methods as guidelines and manufacturers instructions to aid in ensuring the duct detector(s) will properly sample the airstream in duct. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Use a magnehelic gauge or manometer to test the air sampling tube differential – pressure across the sampling tubes (exhaust and intake)
- Record the measured differential pressure value
- Verify the value is within the manufacturer's specified limits

Fire Alarm Battery - Semi-Annual Testing

Siemens will perform the semi-annual battery test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- With battery charger disconnected, load test the batteries following the manufacturer's recommendations.
- Verify the voltage level does not fall below the levels specified
- Verify the battery does not fall below the specified volts per cell under load

Fire Alarm System - Semi-Annual Visual Inspection

Siemens will perform the semi-annual visual inspection of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Verify condition of Fire Alarm Control Panel(s), Remote Annunciator(s), Notification Appliance Control panels and power supplies
 - Remove unauthorized material that may hinder access to panel.
 - Ensure area surrounding Fire Alarm equipment is clean and accessible
 - Inspect LEDs, lamps, fuses for physical condition
 - Verify that control equipment is in a system normal condition
- Inspect batteries for corrosion, leakage and that date is within parameters
- Inspect overall system to ensure no changes that would affect system performance
- Verify location, physical condition, or physical damage, and system normal condition of signaling equipment, notification devices, initiating devices, and control relays
- Produce a complete report acknowledging all inspections, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

Portable Fire Extinguishers - Annual Inspection

Siemens will perform the annual inspection of portable fire extinguisher(s) using the locally adopted NFPA 10 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure portable fire extinguisher is in proper location
- Ensure no obstructions to access or visibility
- Ensure operating instructions are on nameplate, legible and facing outward
- Ensure safety seals and tamper indicators are not broken or missing
- Check fullness by hefting extinguisher
- Check for obvious damage, corrosion, leakage or clogged nozzle
- Check that pressure gauge indicator is in operable range
- Verify condition of hose, nozzle, carriage, housing
- Ensure label is in place
- Examine all mechanical parts
- External examination
- Pull pin and replace tamper seal
- Initial, date, replace inspection card as needed

Kitchen Hood Suppression System - Semi-Annual Test and Inspection

Siemens will perform the semi-annual test and inspection of kitchen hood suppression system(s) using the locally adopted NFPA 17A and NFPA 96 editions' recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure kitchen hood system is in proper working order
- Ensure kitchen hood system is cleaned within proper intervals per IFC 609.2
- Fusible links positioned properly
- Fusible links have proper temp
- Replace fusible links
- Ensure manual pull station is located 10 – 20 ft from protected hood in egress
- Ensure Type K fire extinguisher is located 10 – 30 feet from the protected hood
- Use dry air or nitrogen to blow through the piping and nozzles to verify no clogs or debris
- Ensure nozzle coverage and provisioning
- Disconnect chemical before tripping system
- Trip system
- Replace single use CO2 cartridge as needed
- Ensure make-up air is shut off
- Ensure exhaust fan stayed on
- Ensure gas feed shut off and then required manual reset
- Ensure electrical tripped to all appliances under hood
- Verify signal activates at fire alarm panel
- Restore system to original status

Dry Chemical Industrial Suppression System - Semi-Annual Test and Inspection

Siemens will perform the semi-annual test and inspection of dry chemical industrial suppression system(s) using the locally adopted NFPA 17 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Fusible links positioned properly
- Fusible links have proper temp
- Replace fusible links
- Ensure manual pull station is located in the path of egress
- Use dry air or nitrogen to blow through the piping and nozzles to verify no clogs or debris
- Ensure nozzle coverage and provisioning
- Trip system by cutting the terminal link and by operating the manual pull station
- Replace single use CO2 cartridge as needed
- Ensure exhaust fan stayed on where applicable
- Ensure gas feed shut off and then required manual reset where applicable
- Ensure electrical tripped to all necessary shut downs where applicable

- Verify signal activates at fire alarm panel
- Restore system to original status

Air Sampling Detection System - Annual Test & Inspection

Siemens will perform the annual test of air sampling detector(s) using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, is found in the list of Maintained Equipment.

Siemens will also perform the inspection of each air sampling detector's filter* per NFPA 72 to ensure the filter does not require replacement.

*Filter replacement is not included in this proposal, but can be replaced on a time and material basis.

Please note: Siemens will compare all results to previous recorded tests to determine if there is degradation in performance. If a noticeable change is observed, maintenance of the detector and/or sampling pipe network may be necessary which is not included in this scope and can be performed in a separate scope.

Siemens will perform the following procedures to test the air sampling detectors per the manufacturer's instructions:

- Recorded faults – if any faults are present, record and rectify them before beginning any maintenance
- Power supply – ensure that the input voltage is within the operating requirements
- Backup battery (if installed) – check that the batteries are fully charged, and the charging voltage is functioning correctly
- Airflow – check the airflow for each sampling pipe in use. Compare to previous site visit data to ensure that there is no degradation in performance due to pipe blockages, leaks, breaks or contamination
- Smoke test – inject an appropriate level of smoke into the required sampling holes
- Record transport time – this figure is to be consistent with previous maintenance visit or the original commissioning documentation
- Local detector display – ensure that the detector's front panel display responds appropriately to any faults and smoke levels, within the time specified by the local code guidelines
- Relay performance – ensure that the detector's fire and fault relays are functioning correctly
- Remote detector display – ensure that any associated remote detector displays respond appropriately to any faults and smoke levels, within the time specified by the local code guideline

Air Sampling Detection System - Semi-Annual Visual Inspection

Siemens will perform the semi-annual visual inspection of air sampling detector(s) using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, is found in the list of Maintained Equipment.

Siemens will also perform the inspection of each air sampling detector's filter* per NFPA 72 to ensure the filter does not require replacement.

Siemens will perform the following procedures to inspect the air sampling detectors per the manufacturer's instructions:

- Recorded faults – if any faults are present, record and rectify them before beginning any maintenance
- Power supply – ensure that the input voltage is within the operating requirements
- Check batteries for corrosion or leakage. Verify tightness of connections. Verify markings of the month/year of manufacture are within parameters.
- Visual inspection of filter to verify it is in good condition, not clogged
- Visual Inspect the sampling system piping and ports

Portable Fire Extinguishers - Monthly Visual Inspection

Siemens will perform the monthly visual inspection of portable fire extinguisher(s) using the locally adopted NFPA 10 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure portable fire extinguisher is in proper location
- Ensure no obstructions to access or visibility
- Ensure operating instructions are on nameplate, legible and facing outward
- Ensure safety seals and tamper indicators are not broken or missing
- Check fullness by hefting extinguisher
- Check for obvious damage, corrosion, leakage or clogged nozzle
- Check that pressure gauge indicator is in operable range
- Verify condition of hose, nozzle, carriage, housing
- Ensure label is in place
- Initial, date, replace inspection card as needed

Fire and Smoke Dampers - Test & Inspection

Siemens will perform the test and inspection of fire, smoke and combination fire/smoke damper(s) using the locally adopted NFPA 80 and NFPA 105 editions' recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Based on your drawings and other information provided, Siemens will perform the following:

- Use its commercially reasonable efforts to locate and, once located, operate (i.e., actuate) identified dampers in the facility or otherwise identify inoperable dampers
- Remove and reset fusible links on fire dampers, to verify such fire damper fully closes and if necessary, replace any fusible link that is compromised (per NFPA)
- Clear each damper of any debris that would impede such damper's normal operation
- Coordinate with your representative and local fire department to place your fire alarm system in "test mode" if necessary, to conduct inspection of the smoke dampers

- Manually activate actuators on electric and pneumatic smoke dampers to verify proper operation of such damper
- If there is no existing access to a damper, then a properly sized access door can be installed at an additional charge

Public Safety Distributed Antenna System (DAS) / Emergency Radio Communication Enhancement System (ERCES) - 5 Year Recertification

Siemens will perform the five-year recertification of the ERCES using the locally adopted NFPA 1221 or IFC editions' recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform in-building coverage testing as defined below:

- Notify AHJ prior to testing
- Confirm operational communication frequencies with AHJ
- Test coverage will entail dividing each floor of the building into a grid of 20 approximately equal test areas as defined in NFPA 1221
- System will be quantitatively tested to ensure the system still provides the required Delivered Audio Quality (DAQ) values of 3.0 or better for the inbound and outbound signals. A DAQ value of 3.0 indicates speech is understandable with slight effort: Requires occasional repetition due to noise/ distortion.
- The five-year test shall also confirm that there has been no deviation of coverage more than 5 percent from the initial installation documentation

Public Safety Distributed Antenna System (DAS) / Emergency Radio Communication Enhancement System (ERCES) - Annual Test & Inspection

Siemens will perform the annual test and inspection of Public Safety DAS / ERCES using the locally adopted NFPA 1221 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Notify AHJ prior to testing
- Confirm operational communication frequencies with AHJ
- Perform operational testing of the system in critical areas of the building such as the fire command centers, fire pump rooms, stairwells, elevator lobbies, subterranean floors and other areas deemed critical by the AHJ
- Check signal booster or bi-directional amplifier (BDA) uplink and downlink gain
- Check RF spectrum for harmful noise generation
- Visual inspection of donor antenna and lightning arrestors – verify the antenna direction and vertical tilt, attachment hardware, connections, check for corrosion and possible water intrusion
- Measure the isolation between DAS and the donor antenna to verify a minimum of 20 dB above system gain

- Test backup batteries and power supplies under load for one hour to ensure that they will operate during a power outage
- Generate system faults to ensure proper annunciation at fire alarm panel and BDA annunciator panel

Fire Doors – Annual Test & Inspection

Siemens will perform the annual test and inspection of the fire door(s) using the locally adopted NFPA 80 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Verify fire door releases on alarm and reset
- Verify labels are clearly visible and legible
- Verify no open holes or breaks in surface of door or frame
- Verify glazing is in place if equipped
- Verify door, frame, hardware and threshold is secured and aligned w/ no damage
- Verify no missing or broken parts
- Verify door clearances do not exceed listed values
- Verify self-closing device is operational
- Verify inactive leaf closes before active leaf
- Verify no auxiliary hardware items interfere or prohibit operation and not installed on doorframe
- Verify no field modifications were performed to void the label
- Inspect edge protection, gasketing, edge seals, where required, for presence and integrity
- Verify signage affixed to a door meet requirements listed in NFPA 80

Emergency & Exit Lighting System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the emergency and exit lighting system using the locally adopted NFPA 101 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Siemens will perform the following for battery powered lighting if included:

- 90-Minute functional test
- Check battery for sulfation and lenses
- Adjust beams for proper alignment
- Place testing label on Emergency light and record in testing log if applicable
- Siemens will perform the following for non-battery powered lighting if included:
- 30 second testing
- Check lenses
- Adjust beams for proper alignment
- Place testing label on Emergency light and record in testing log if applicable

Areas of Rescue (Areas of Refuge) System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the area of rescue/refuge system using the locally adopted NFPA 72 and NFPA 101 editions' recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Perform annual area of rescue / refuge inspection per NFPA 101
- Ensure elevator landing or stairwell landing has two-way communications between the landing and the fire command center
- Ensure directions for the use of two-way communications are posted next to the system
- Ensure two-way communications system has both audible and visible signals
- Ensure signage is posted at each area identifying it as "Area of Refuge"
- Ensure signage conforms with ICC/ANSI A117.1
- Ensure signs are illuminated where required
- Ensure two-way communication between each call box and base/central station
- Verify locations and conditions
-

Gaseous Clean Agent Fire Suppression System - Annual Test & Inspection

Siemens will perform the annual test and inspection of the gaseous clean agent fire suppression system using the locally adopted NFPA 2001 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Identify and document conditions that may compromise the electrical and mechanical components or operation of the system
- Disarm the system according to the manufacturers' specifications
- Inspect the releasing control panel as well as remote panels, if any
- Check voltage readings, amperage, and battery capacity
- Check wire terminals for loose connections on batteries
- Check fuses, LEDs, and lamps
- Check disconnect switches and interface equipment where applicable
- Test and Inspect initiating devices
- Verify that each device is accurately represented on the fire alarm control panel
- Test and Inspect notification appliances
- Verify distinct signals for each phase of operation
- Test and Inspect the activation of all output relays
- Test and Inspect condition and operability of tamper switches, low pressure alarms, manual pull stations and abort switches
- Test central station communication of alarms if monitored
- Inspect and activate outputs which trigger equipment shutdown, HVAC (smoke control), and equipment startup

- Verify the system operates correctly based on original sequence of operation, cross-zoning of detectors, appropriate discharge sequence and simulated discharge at the cylinders/control heads all function properly
- Visually inspect agent cylinders, documenting agent type and quantity, verify agent quantity using liquid level indicators (where available) and verify agent pressure
- Confirm all devices and the releasing control panel are returned to normal operating conditions
- Rearm the system according to the manufacturers' specifications
- Notify the appropriate building personnel and monitoring entities that system testing is complete, and the system has been returned to full service
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

Gaseous Clean Agent Fire Suppression System - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the gaseous clean agent fire suppression system, using the locally adopted NFPA 2001 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Disarm the system according to the manufacturers' specifications.
- Visually inspect and verify condition of Releasing Control Panel(s), Remote Annunciator(s), Notification Appliance Control panels and power supplies
- Remove unauthorized material that may hinder access to panel
- Ensure area surrounding fire suppression equipment is clean and accessible
- Inspect LEDs, lamps, fuses for physical condition
- Verify that releasing control equipment is in a system normal condition
- Inspect batteries for corrosion, leakage and that date is within parameters
- With battery charger disconnected, load test the batteries following the manufacturer's recommendations
- Verify the voltage level does not fall below the levels specified
- Verify the battery does not fall below the specified volts per cell under load
- Verify location, physical condition or physical damage, and system normal condition of signaling equipment, notification devices, initiating devices manual pull stations, abort switches and control relays
- Visually inspect system control heads and agent cylinders, documenting agent type and quantity, verify agent quantity using liquid level indicators (where available) and verify agent pressure
- Inspect overall system to ensure no changes that would affect system performance
- Confirm all devices and the releasing control panel are returned to normal operating conditions
- Rearm the system according to the manufacturers' specifications
- Notify the appropriate building personnel and monitoring entities that system testing is complete, and the system has been returned to full service

- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

Protect Lifecycle Investment

Lifecycle Planning

Siemens will conduct a review on your building automation, fire and security systems, to determine technology levels and the state and status of their lifecycle. Siemens will utilize the results of the reviews to make specific recommendations regarding the current and recommended technology, so that we can help you receive the full benefit and return from your investment. Siemens will provide you with a recommended technology roadmap and written report of our findings, and conduct a face-to-face debriefing with you. Where requested, Siemens will provide ongoing budget support to assist you in understanding future investment requirements.

Software Subscription Service - Desigo CC

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

Optimize Performance & Productivity

Alarm Management Services - Fire

Siemens will coordinate and administer off-site monitoring of your fire alarm and life safety system via Siemens or a third-party UL Listed Central Monitoring Station. The fire procedures used in monitoring are in accordance with NFPA 72 and local authorities and can only be altered in writing by the Authority Having Jurisdiction. Daily system tests are standard in fire monitoring to ensure the communication path is operational. All low priority signals to be sent via text/email.

Fire Alarm System - Remote Viewing and Notification with Desigo Fire Portal

Siemens will provide remote viewing and notification capability of your site's Siemens fire alarm system(s) using the Desigo Fire Portal. Please note the use of the Desigo Fire Portal does not remove the need for a code-required central station monitoring connection of your fire alarm system(s). A LAN connection drop located at the gateway cabinet or cellular connectivity to provide Internet access is to be provided by the customer. A list of fire alarm panel(s) remotely monitored via the gateway can be found in the List of Maintained Equipment section of this Agreement.

Specifically, the Desigo Fire Portal will provide the following:

- Ability to see alarm, supervisory, trouble and other events that are displayed on your fire alarm panel
- Ability to receive email and text notifications anytime an event is displayed on your fire alarm panel
- Color coded dashboard to simultaneously show the event status of fire alarm panels at multiple locations
- Flexible user interface to allow use of all portal features on a smartphone or tablet

Fire Remote Diagnostics with System Performance Monitoring (SPM)

Siemens will provide remote diagnostics of your site's Siemens fire alarm system(s) using the Siemens Customer Service Center (CSC). These remote services are intended to proactively identify issues with your fire alarm information from the detailed information that is sent to the Siemens CSC. A LAN connection drop or cellular connectivity located at the gateway cabinet is required to provide Internet access and is to be provided by the customer. Please note that the use of these remote services does not remove the need for a code-required central station monitoring connection of your fire alarm system(s). A list of fire alarm panel(s) remotely connected via the gateway can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will provide the following:

- Ability to remotely see alarm, supervisory, trouble and other events that are displayed on your fire alarm panel
- Contact you with detailed fire alarm event information on your system and discuss with you the appropriate actions

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

On-site System Operator / Staffing Support Services

Adequate staffing plays a significant role in maintaining the integrity and reliability of your building systems, and in achieving the operational goals of your facility, which typically focus on occupant comfort, safety, security, compliance, and cost and energy reduction. Siemens will provide trained and certified personnel for on-site system support, where additional staffing is required to maintain your critical building system. The on-site staff will ensure that your systems operate at peak efficiency, to achieve your facility and organizational goals.

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours, during scheduled visits.

Education Services

If delivered at Siemens Training Center

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training by a certified instructor from the Siemens Customer Training group will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at one of our national training facilities, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Skills Assessment

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. To properly provide the appropriate training to your staff, Siemens will perform an assessment of the current skill level of your staff pertaining to their use of the system within your facility. The results of this assessment will enable Siemens to recommend specific training which will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. Under this agreement we shall provide the stated number of hours of assessment time.

Building Services – Sprinkler

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

Sprinkler System – 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Inspection

- Assessment of internal piping condition on every other system
- Interior Inspection of Alarm Valve
- Inspection of alarm valve strainers, filters, orifices
- Interior inspection of the check valve
- Interior Inspection of Dry Valve
- Interior inspection of backflow preventer
- Interior of Pre-Action/Deluge Valve

Testing

- Gauges
- Sprinklers-extra high temperature
- Sprinklers in harsh environments
- Pressure Reducing Valve
- Pressure Relief Valve
- FDC

The Internal inspection of the piping will be performed on 50% of the total system. Siemens will inspect the internal condition of piping to determine if there is any MIC (Microbiological Influenced Corrosion) within the system. Siemens will not be held responsible for any MIC (Microbiological Influenced Corrosion) found in the sprinkler system or for any other tests that are required outside of the proposed scope in reference to MIC.

An assessment of the internal condition of piping shall be conducted at a minimum of every 5 years for the purpose of inspecting for the presence of foreign organic and inorganic material. If foreign material is found, a recommendation will be made to perform further investigation of the sprinkler system, which is outside of this scope of this agreement.

Sprinkler System - 3 Year Test & Inspection

Siemens will perform the 3 year test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Testing

- Perform full flow trip test on the dry pipe or pre-action system
- Perform Air leakage test on the dry pipe or pre-action systems

Sprinkler System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the fire sprinkler system(s), using the locally adopted

NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Fire sprinkler heads (from floor level)
- Exposed fire sprinkler piping and fittings (from floor level)
- Hangers, bracing and supports of fire sprinkler piping (from floor level)
- Spare fire sprinkler heads, hydraulic name plates and information signs
- Waterflow vane, pressure switch-type devices and water flow mechanical device
- Control valve, valves and associated trim
- Fire department connection
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)
- Pressure reducing valves, master pressure reducing and relief valves

Testing

- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Valve trip test for dry systems, pre-action and deluge systems (Partial Flow)
- Control valve tamper switches, low air device, quick opening device
- Other supervisory switches associated within the fire sprinkler system
- Low/High air pressure switches
- Main drain and to compare to previous tests
- Testing on Back flow preventer (forward flow test if applicable if valves are in place for such)
- Control valves.
- Antifreeze system (on site testing or sample may be sent to lab)
- Air compressors dedicated to water-based fire protection systems
- Automatic air maintenance device (dry system and pre-action systems)
- Priming water level per manufacture instructions (dry system and pre-action systems)
- Pressure reducing valves, master pressure reducing and relief valves by a partial flow test to adequately move the valve from its seat

Sprinkler System - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will provide the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, mechanical water flow devices
- Control valve, valves and associated trim
- Fire department connection
- Air compressors dedicated to water-based fire protection systems
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet system, dry systems, pre-action systems, deluge systems)

Testing

- Main drain and to compare to previous tests (Only applicable if a back-flow device is installed for quarterly testing)
- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Control valve tamper switches
- Testing of other supervisory devices that are directly related to the fire sprinklers system
- Priming water level per manufacturer's instructions (dry system and pre-action systems)
- Quick opening devices
- Low/High air pressure switches

Sprinkler System - Monthly Test & Inspection

Siemens will perform the monthly test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visual inspection on air compressors dedicated to water-based fire protection systems
- Visual Inspection on all gauges
- Visual inspection on control valve, valves and associated trim
- Visual inspection of alarm valves
- Visual inspection of the exterior of dry valves, pre-action valves and deluge systems
- Visual Inspection on back flow device (Reduced-pressure assemblies and reduced-pressure detector) are not leaking from relief port

Fire Pumps – Annual Test & Inspection

Siemens will perform the annual test and visual inspection of the fire pump(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Verify pump suction, discharge, by-pass control valves are free of leaks
- Verify suction line and system line readings are within acceptable range
- Verify suction reservoir has required water travel
- Verify wet pit suction screen in place and unobstructed
- Verify waterflow and hose connection valves are closed, and test valve are free of water
- Compare pressure gauge and sensors to when calibrated
- Inspect alignment of couplings (Angular and Parallel)
- Flexible hoses & connections, fuel tank vents & overflow
- Cable/wire insulation only from outside the controller for electric driven motors
- Engine crankcase breather
- Engine oil level
- Battery cells
- Inspect pump bearings and lubricate if needed
- Inspect packing gland (adjusted if needed)

Testing

- Run pump
- Ensure pump is free of unusual noise or vibration
- Record pump speed (RPM)
- Simulate fire pump alarm and supervisory signals
- Perform annual flow test from hose stream or flow meter
- Ensure relief valve or casing relief are operating
- Inspect and test secondary power if applicable (electric driven fire pumps)
- Exhaust system and drain condensate trap and silencers
- Plumbing parts – in & outside of electrical panels only from outside the controller for electric driven motors
- Printed circuit board corrosion only from outside the controller for electric driven motors
- Fuel tank, float switch, and supervisory signal for interstitial space
- Observe diesel engine performance (time to crank, time reach running speed, engine oil pressure, motor temperature, inspect heat exchanger for cooling water)
- Observe Electrical system for electric driven fire pumps. (time for motor accelerate, record time pump runs after starting)

Fire Pumps - Monthly Test & Inspection

Siemens will perform the monthly test and visual inspection of the fire pump(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Verify pump suction, discharge, by-pass control valves are free of leaks
- Verify suction line and system line readings are within acceptable range
- Verify suction reservoir is full
- Verify wet pit suction screen in place and unobstructed
- Verify waterflow and hose connection valves are closed, and test valve are free of water
- Compare pressure gauge and sensors to when calibrated
- Verify piping if free of leaks
- Inspect pump bearings and lubricate if needed
- Inspect packing gland (adjusted if needed)

Testing

- Run pump at no flow condition
- Ensure pump is free of unusual noise or vibration
- Ensure the fire pump starts automatically
- Ensure relief valve or casing relief are operating
- Run diesel fire pump for 30 minutes
- Run electric fire pump for 10 minutes
- Observe diesel engine performance (time to crank, time reach running speed, engine oil pressure, motor temperature, inspect heat exchanger for cooling water)
- Observe Electrical system for electric driven fire pumps. (time for motor accelerate, record time pump runs after starting)

Fire Pumps - Weekly Test & Inspection

Siemens will perform the weekly test and visual inspection of the fire pump(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Verify pump suction, discharge, by-pass control valves are free of leaks
- Verify suction line and system line readings are within acceptable range
- Verify suction reservoir is full
- Verify wet pit suction screen in place and unobstructed
- Verify waterflow and hose connection valves are closed, and test valve are free of water
- Compare pressure gauge and sensors to when calibrated
- Verify piping if free of leaks

- Inspect pump bearings and lubricate if needed
- Inspect packing gland. (adjusted if needed)

Testing

- Run pump at no flow condition
- Ensure pump is free of unusual noise or vibration
- Ensure the fire pump starts automatically
- Ensure relief valve or casing relief are operating
- Run diesel fire pump for 30 minutes
- Run electric fire pump for 10 minutes
- Observe diesel engine performance (time to crank, time reach running speed, engine oil pressure, motor temperature, inspect heat exchanger for cooling water)
- Observe Electrical system for electric driven fire pumps. (time for motor accelerate, record time pump runs after starting)

Annual Inspection – Portable Fire Extinguishers

Siemens will perform the annual inspection of portable fire extinguisher(s) using the locally adopted NFPA 10 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure portable fire extinguisher is in proper location
- Ensure no obstructions to access or visibility
- Ensure operating instructions are on nameplate, legible and facing outward
- Ensure safety seals and tamper indicators are not broken or missing
- Check fullness by hefting extinguisher
- Check for obvious damage, corrosion, leakage or clogged nozzle
- Check that pressure gauge indicator is in operable range
- Verify condition of hose, nozzle, carriage, housing
- Ensure label is in place
- Examine all mechanical parts
- External examination
- Pull pin and replace tamper seal
- Initial, date, replace inspection card as needed

Monthly Visual Inspection – Portable Fire Extinguishers

Siemens will perform the monthly visual inspection of portable fire extinguisher(s) using the locally adopted NFPA 10 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure portable fire extinguisher is in proper location
- Ensure no obstructions to access or visibility
- Ensure operating instructions are on nameplate, legible and facing outward
- Ensure safety seals and tamper indicators are not broken or missing
- Check fullness by hefting extinguisher
- Check for obvious damage, corrosion, leakage or clogged nozzle
- Check that pressure gauge indicator is in operable range
- Verify condition of hose, nozzle, carriage, housing
- Ensure label is in place
- Initial, date, replace inspection card as needed

Semi-Annual Test and Inspection – Kitchen Hood Suppression System

Siemens will perform the semi-annual test and inspection of kitchen hood suppression system(s) using the locally adopted NFPA 17A and NFPA 96 editions' recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure kitchen hood system is in proper working order
- Ensure kitchen hood system is cleaned within proper intervals per IFC 609.2
- Fusible links positioned properly
- Fusible links have proper temp
- Replace fusible links
- Ensure manual pull station is located 10 – 20 ft from protected hood in egress
- Ensure Type K fire extinguisher is located 10 – 30 feet from the protected hood
- Use dry air or nitrogen to blow through the piping and nozzle to verify no clogs or debris
- Ensure nozzle coverage and provisioning
- Disconnect chemical before tripping system
- Trip system
- Replace single use CO2 cartridge as needed
- Ensure make-up air is shut off
- Ensure exhaust fan stayed on
- Ensure gas feed shut off and then required manual reset

- Ensure electrical tripped to all appliances under hood
- Verify signal activates at fire alarm panel
- Restore system to original status

Sprinkler System - Winterization Test & Inspection

Siemens will perform the winterization of the fire sprinkler system(s). A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this agreement.

The property owner or their designated representative shall ensure that water-filled piping is maintained at a minimum of 40°F (4°C) and follow the NFPA 25 guidelines for freeze protection.

Specifically, Siemens will perform the following:

Inspect

- Inspect dry and pre-action systems for proper priming and in service
- Inspect low point drain for dry and pre-action systems; drain if necessary
- Inspect FDC for residual water
- Inspect heat tracing and verify in service
- Inspect dedicated heater in fire sprinkler riser room and/or pump house
- Inspect backflow preventers
- Inspect hydrants for residual water
- Inspect air supplies for dry and pre-action systems

Test

- Test anti-freeze for proper mix ratios

Semi-Annual Test and Inspection – Dry Chemical Industrial Suppression System

Siemens will perform the semi-annual test and inspection of dry chemical industrial suppression system(s) using the locally adopted NFPA 17 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Fusible links positioned properly
- Fusible links have proper temp
- Replace fusible links
- Ensure manual pull station is located in the path of egress
- Use dry air or nitrogen to blow through the piping and nozzles to verify no clogs or debris
- Ensure nozzle coverage and provisioning
- Trip system by cutting the terminal link and by operating the manual pull station

- Replace single use CO2 cartridge as needed
- Ensure exhaust fan stayed on where applicable
- Ensure gas feed shut off and then required manual reset where applicable
- Ensure electrical tripped to all necessary shut downs where applicable
- Verify signal activates at fire alarm panel
- Restore system to original status

Back Flow – Annual Differential Test

Siemens will perform the annual backflow differential test per AHJ requirements, using the locally adopted codes and the recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Standpipe System - Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the Standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Hose valves
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)
- Backflow device (RPBA) are not leaking from relief port
- Air compressors dedicated to water-based fire protection systems
- Fire department connection
- Control valve and associated trim
- Water flow vane and pressure switch-type devices, water flow mechanical device

Testing

- Main drain and to compare to previous tests. (Only applicable if a back-flow device is installed for Quarterly testing)
- Other supervisory switches associated with the fire sprinkler system. (Not to include control valve tampers)
- Mechanical water flow devices. (Not to include pressure switch-type or vane)
- Priming water level per manufacture instructions. (dry system and pre-action systems)
- Quick opening devices
- Low air pressure switches

Standpipe System - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, water flow mechanical device
- Control valve, valves and associated trim
- Fire department connection
- Air compressors dedicated to water-based fire protection systems
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)

Testing

- Main drain and to compare to previous tests (Only applicable if a back-flow device is installed for quarterly testing)
- Vane and pressure-type water flow devices and mechanical water flow devices
- Mechanical water flow devices
- Control valve tamper switches
- Testing of other supervisory devices that are directly related to the fire sprinklersystem
- Priming water level per manufacture instructions (dry system and pre-action systems)
- Quick opening devices
- Low/High air pressure switches
- Hose Valves

Standpipe System - Annual Test & Inspection

Siemens will perform the annual test and inspection of the standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Hangers, bracing and supports of piping (from floor level)
- hydraulic nameplates and information signs

- Waterflow vane, pressure switch-type devices, and water flow mechanical device
- Control valve, valves and associated trim
- Fire department connection
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)
- Pressure reducing valves, hose pressure reducing valve, master pressure reducing and relief valves
- Hose valve connections, not damage, and threads are in good condition
- Hose valve obstruction
- Hose valve handles, caps and gaskets
- Inspect for mildew, cuts, hose couplings and deterioration of hoses
- Inspect hose cabinets for damage, difficult to operate, damaged, Nozzle clips, and verify hoses are properly racked and rolled
- Inspect Hose nozzles for gasket, obstruction, operate smoothly and not missing

Testing

- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Valve trip test for dry systems, pre-action and deluge systems (Partial flow)
- Control valve tamper switches, low air device, quick opening device
- Other supervisory switches associated with the fire sprinkler system
- Low/High air pressure switches
- Main drain and to compare to previous tests
- Testing on Backflow Preventer. (forward flow test if applicable if valves are in place for such)
- Control valves
- Air compressors dedicated to water-based fire protection systems
- Automatic air maintenance device (dry system and pre-action systems)
- priming water level per manufacture instructions (dry system and pre-action systems)
- Master pressure reducing, pressure reducing, and hose connection pressure, reducing valves by a partial flow test to adequately move the valve from its seat
- Hose valve connections by exercising valves

Standpipe System - 3 Year Test & Inspection

Siemens will perform the 3 year test and inspection of the standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Testing

- Perform full flow trip test on the dry standpipe system
- Perform air leakage test on the dry standpipe system

Wet Foam System – Monthly Test & Inspection

Siemens will perform the monthly test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visual inspection on air compressors dedicated to water-based fire protection systems
- Visual Inspection on all gauges
- Visual inspection on control valve, valves and associated trim
- Visual inspection of alarm valves
- Visual inspection of the exterior of dry valves, pre-action valves, and deluge systems
- Visual Inspection on backflow device (Reduced-pressure assemblies and reduced-pressure detector) are not leaking from relief port
- Visually inspect spray nozzles

Wet Foam System – Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, water flow mechanical device
- Control valve and associated trim
- Fire department connection
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet systems, deluge systems)

- Drainage in the system area
- Foam Concentrate strainers

Testing

- Main drain and to compare to previous tests (Only applicable if a back-flow device is installed for Quarterly testing)
- Other supervisory switches associated with the fire sprinkler system (Not to include control valve tampers)
- Mechanical water flow devices. (Not to include pressure switch-type or vane)

Wet Foam System – Semi-Annual Test & Inspection

Siemens will perform the Semi-Annual test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, water flow mechanical device
- Control valve and associated trim
- Fire department connection
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet systems, deluge systems)
- Drainage in the system area
- Foam Concentrate strainers

Testing

- Main drain and to compare to previous tests. (Only applicable if a back-flow device is installed for Quarterly testing)
- Other supervisory switches associated with the fire sprinkler system. (Not to include control valve tampers)
- Vane and pressure-type water flow devices and mechanical water flow devices.
- Mechanical water flow devices. (Not to include pressure switch-type or vane)

Wet Foam System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Fire sprinkler heads. (from floor level)
- Exposed fire sprinkler piping and fittings. (from floor level)
- Hangers, bracing and supports of fire sprinkler piping. (from floor level)
- Spare fire sprinkler heads, hydraulic nameplates, and information signs.
- Waterflow vane, pressure switch-type devices, and water flow mechanical device.
- Control valve, valves and associated trim.
- Fire department connection.
- Gauges
- Pressure reducing valves, hose pressure reducing valve, master pressure reducing and relief valves

Testing

- Vane and pressure-type water flow devices.
- Mechanical water flow devices.
- Valve trip test for deluge systems (Partial flow)
- Control valve tamper switches, low air device, quick opening device.
- Other supervisory switches associated with the fire sprinkler system.
- Main drain and to compare to previous tests.
- Testing on Backflow preventer. (forward flow test if applicable if valves are in place for such)
- Control valves.
- Operational Test
- Foam water solution
- Manual activation device
- Proportioning valves
- Foam concentrate samples (sent to the lab)
- Foam concentrate fill level (tank)

Wet Foam System - 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Inspection

- Internal Obstruction of Piping
- Interior Inspection of Alarm Valve
- Inspection of alarm valve strainers, filters, orifices
- Interior inspection of the check valve
- Interior Inspection of Dry Valve
- Interior inspection of backflow preventer
- Interior of Pre-Action/Deluge Valve

Testing

- Gauges
- Sprinklers-extra high temperature
- Sprinklers in harsh environments
- Pressure Reducing Valve
- Pressure Relief Valve
- FDC

The Internal inspection of the piping will be performed on every other wet system. Siemens will inspect the internal condition of piping to determine if there is any MIC (Microbiological Influenced Corrosion) within the system. Siemens will not be held responsible for any MIC found in the sprinkler system or if any other test that are required outside of the proposed scope in reference to MIC.

An assessment of the internal condition of piping shall be conducted at a minimum of every 5 years for the purpose of inspecting for the presence of foreign organic and inorganic material. If foreign material is found, a recommendation will be made to perform further investigation of the sprinkler system, which is outside of this scope of this agreement.

Private Fire Service Mains (Hydrants) – Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visually inspect the monitor nozzles for leakage, physical damage, and corrosion

Private Fire Service Mains (Hydrants) - Annual Test & Inspection

Siemens will perform the annual test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visually inspect the monitor nozzles for leakage, physical damage, and corrosion
- Inaccessibility
- Leaks in outlets or at the top of the hydrant
- Crack in hydrant barrel
- The tightness of the outlet cap
- Worn outlets
- Worn hydrant operating nut
- Availability of wrench
- Dry barrel hydrants will inspect for proper drainage
- Each hydrant will be opened fully, and water flowed until all foreign material has cleared. The flow will be for 1 minute.
- Monitor nozzles shall be lubricated

Private Fire Service Mains (Hydrants) - 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Perform flow test of the underground and exposed piping by performing a flow test via yard hydrant.

Water Storage Tank - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the water storage tank(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Catwalks and ladders
- Support structure

- Surrounding area
- Tank-Exterior
- Water level

Testing

- Test Low/High water alarms
- Test Low-temperature alarms

Water Storage Tank - Annual Test & Inspection

Siemens will perform the annual test and inspection of the water storage tank(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Catwalks and ladders
- Support structure
- Surrounding area
- Tank-Exterior
- Water level
- Fill valves exterior

- Vents
- Expansion Joints
- Cracks and leaks
- Hoops and grillage of wooden tanks
- Exterior paint coated or insulated surfaces of the tank and supporting structure.

Testing

- Low/High water alarms
- Low-temperature alarms
- The automatic tank fill valve

Water Storage Tank - 3 Year Test & Inspection

Siemens will perform the 3 year test and inspection of the water storage tank(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Interior of the tank (Performed by draining the tank or Diver, Robotic Camera)
- Pitting
- Corrosion
- Spalling
- Rot
- Deterioration
- Waste material, debris, aquatic growth
- General failure on interior coating
- Anti-vortex plate
- Strainers, filters, and orifices

Testing

- Level indicators
- Heating system

Water Storage Tank - 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the water storage tanks, using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Interior of the tank (Performed by draining the tank, Diver, Robotic Camera)
- Pitting
- Corrosion
- Spalling
- Rot
- Deterioration
- Waste material, debris, aquatic growth

- General failure on interior coating
- Anti-vortex plate
- Strainers, filters, and orifices

Testing

- Level indicators
- Heating system

Water Mist System - Annual Test & Inspection

Siemens will perform the annual test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Enclosure features, interlocks
- Pneumatically operated valves and tubing
- Water supply and storage tanks
- Control valve and associated trim
- Compressed gas storage cylinders, hoses, support, and restraints
- Fire department connection
- Water storage cylinders
- Gauges
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Pneumatic valves
- Additives and Injection system
- Air compressors and receivers
- Testing on back flow preventer (forward flow test if applicable if valves are in place for such)
- Interlocks
- Nozzles
- Pneumatic valve solenoid
- Pneumatically operated standby pumps
- Strainers and filters
- System control valve
- Water mist system
- Water recirculation tanks
- Water supply

Water Mist System – Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water mist system" is defined as a distribution system connected to a water supply or water and atomizing media supplies that is equipped with one or more nozzles capable of delivering water mist intended to control, suppress, or extinguish fires. Water supply and related plumbing infrastructure is excluded from the water mist system.

Specifically, Siemens will perform the following:

Visual Inspection

- Enclosure features, interlocks
- Pneumatically operated valves and tubing
- Water supply and storage tanks
- Control valve and associated trim
- Compressed gas storage cylinders, hoses, support, and restraints
- Fire department connection
- Water storage cylinders
- Gauges
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Pneumatic valves

Water Mist System - Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water mist system" is defined as a distribution system connected to a water supply or water and atomizing media supplies that is equipped with one or more nozzles capable of delivering water mist intended to control, suppress, or extinguish fires. Water supply and related plumbing infrastructure is excluded from the water mist system.

Specifically, Siemens will perform the following:

Visual Inspection

- Water supply and storage tanks
- Control valve and associated trim
- Compressed gas storage cylinders, hoses, support, and restraints
- Fire department connection
- Water storage cylinders
- Gauges
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Water Mist System - 5 Year Test & Inspection

Siemens will perform the 5-Year test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water mist system" is defined as a distribution system connected to a water supply or water and atomizing media supplies that is equipped with one or more nozzles capable of delivering water mist intended to control, suppress, or extinguish fires. Water supply and related plumbing infrastructure is excluded from the water mist system.

Specifically, Siemens will perform the following:

Inspection

- Inspection of strainers, filters, and orifices
- Interior inspection of the check valve
- Interior inspection of backflow preventer

Testing

- Gauges
- Hoses

Water Spray Fixed System - Annual Test & Inspection

Siemens will perform the annual test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Visual Inspection

- Nozzles
- Exposed fire sprinkler piping and fittings (from floor level)
- Hangers, bracing and supports of fire sprinkler piping (from floor level)
- Spare fire sprinkler heads, hydraulic name plates and information signs
- Waterflow vane, pressure switch-type devices and mechanical device
- Deluge valve
- Control valve, valves and associated trim
- Fire department connection

Testing

- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Deluge valve trip test
- Control valve tamper switches
- Main drain and to compare to previous tests
- Testing on back flow preventer (forward flow test if applicable if valves are in place for such)
- Control valves
- Discharge patterns

Water Spray Fixed System - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Visual Inspection

- Waterflow vane, pressure switch-type devices and mechanical device Control valve, valves and associated trim
- Fire department connection

- Deluge valve
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Main drain and to compare to previous tests. (Only applicable if a back-flow device is installed for quarterly testing)
- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Control valve tamper switches
- Low/High air pressure switches

Water Spray Fixed System - Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Visual Inspection

- Waterflow vane, pressure switch-type devices and mechanical device
- Control valve and associated trim
- Deluge valve
- Fire department connection
- Air compressors dedicated to water-based fire protection systems
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Main drain and to compare to previous tests (only applicable if a back-flow device is installed for quarterly testing)
- Mechanical water flow devices (not to include pressure switch-type or vane)
- Low/High air pressure switches

Water Spray Fixed System – 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Inspection

- Interior Inspection of Deluge valve
- Inspection of strainers, filters, and orifices
- Interior inspection of the check valve
- Interior inspection of backflow preventer

Testing

- Gauges
- Fire department connection

Water Spray Fixed System – Monthly Visual Inspection

Siemens will perform the monthly visual inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

- Visual inspection on all gauges
- Visual inspection on control valve, valves and associated trim
- Visual inspection of the exterior of dry valves, pre-action valves and deluge systems
- Visual Inspection on back flow device (RPBA)

Smart Fire Sprinkler Subscription Service with Quarterly Performance Reporting

Siemens Smart Fire Sprinkler Service enables you to move from a reactive to a proactive, predictive service strategy to help maximize system uptime and reliability, extend equipment lifecycle, and increase efficiency to create a smarter and safer facility.

This cloud-based service detects pre-defined abnormal sprinkler operating conditions so issues can be addressed before potentially causing costly emergency repairs, property damage, and business disruptions.

Utilizing cellular connectivity, you will have 24x7 visibility to your fire sprinkler system performance data including live, historical, and trending data via a web portal.

Siemens Fire Sprinkler Service continuously monitors and collects data about your fire sprinkler systems via installed intelligent sensors. Siemens defines the system faults and response protocols in a provided Commissioning Document. When a fault or an abnormal or adverse condition occurs per the Siemens Commissioning Document, an automated notification is sent to Siemens Digital Service Center. Additionally, customers will receive text and emails of faults as defined in the Commissioning Document.

A service professional will then review the information and contact your personnel designated in the Commissioning Document. If onsite service is needed, upon your approval, a local Siemens technician will be dispatched with fees to be invoiced on a time and material basis.

The expected outcomes when implementing this service include:

- Analytics to help you understand the performance and reliability of connected life safety equipment that is installed at your site such as Air Compressor(s), Jockey Pump(s), Fire Pump(s), Fire Sprinkler System(s), etc.
- Customizable definition of system faults that can be tailored for your facility
- Data visualization of system performance via Site Controls® customer portal to aid in identifying faults
- System uptime data
- Monitoring historical environmental conditions and identifying improvements or negative trends
- Quarterly health status reports that provide insight into the performance of your system

Smart Fire Sprinkler Subscription Service

Siemens Smart Fire Sprinkler Service enables you to move from a reactive to a proactive, predictive service strategy to help maximize system uptime and reliability, extend equipment lifecycle, and increase efficiency to create a smarter and safer facility.

This cloud-based service detects pre-defined abnormal sprinkler operating conditions so issues can be addressed before potentially causing costly emergency repairs, property damage, and business disruptions.

Utilizing cellular connectivity, you will have 24x7 visibility to your fire sprinkler system performance data including live, historical, and trending data via a web portal.

Siemens Fire Sprinkler Service continuously monitors and collects data about your fire sprinkler systems via installed intelligent sensors. Siemens defines the system faults and response protocols in a provided

Commissioning Document. When a fault or an abnormal or adverse condition occurs per the Siemens Commissioning Document, an automated notification is sent to Siemens Digital Service Center. Additionally, customers will receive text and emails of faults as defined in the Commissioning Document.

A service professional will then review the information and contact your personnel designated in the Commissioning Document. If onsite service is needed, upon your approval, a local Siemens technician will be dispatched with fees to be invoiced on a time and material basis.

The expected outcomes when implementing this service include:

- Analytics to help you understand the performance and reliability of connected life safety equipment that is installed at your site such as Air Compressor(s), Jockey Pump(s), Fire Pump(s), Fire Sprinkler System(s), etc.
- Customizable definition of system faults that can be tailored for your facility
- Data visualization of system performance via Site Controls® customer portal to aid in identifying faults
- System uptime data
- Monitoring historical environmental conditions and identifying improvements or negative trends

Building Services – Sprinkler

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

Sprinkler System – 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Inspection

- Assessment of internal piping condition on every other system
- Interior Inspection of Alarm Valve
- Inspection of alarm valve strainers, filters, orifices
- Interior inspection of the check valve
- Interior Inspection of Dry Valve
- Interior inspection of backflow preventer
- Interior of Pre-Action/Deluge Valve

Testing

- Gauges
- Sprinklers-extra high temperature
- Sprinklers in harsh environments
- Pressure Reducing Valve
- Pressure Relief Valve
- FDC

The Internal inspection of the piping will be performed on 50% of the total system. Siemens will inspect the internal condition of piping to determine if there is any MIC (Microbiological Influenced Corrosion) within the system. Siemens will not be held responsible for any MIC (Microbiological Influenced Corrosion) found in the sprinkler system or for any other tests that are required outside of the proposed scope in reference to MIC.

An assessment of the internal condition of piping shall be conducted at a minimum of every 5 years for the purpose of inspecting for the presence of foreign organic and inorganic material. If foreign material is found, a recommendation will be made to perform further investigation of the sprinkler system, which is outside of this scope of this agreement.

Sprinkler System - 3 Year Test & Inspection

Siemens will perform the 3 year test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Testing

- Perform full flow trip test on the dry pipe or pre-action system
- Perform Air leakage test on the dry pipe or pre-action systems

Sprinkler System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Fire sprinkler heads (from floor level)
- Exposed fire sprinkler piping and fittings (from floor level)
- Hangers, bracing and supports of fire sprinkler piping (from floor level)
- Spare fire sprinkler heads, hydraulic name plates and information signs

- Waterflow vane, pressure switch-type devices and water flow mechanical device
- Control valve, valves and associated trim
- Fire department connection
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)
- Pressure reducing valves, master pressure reducing and relief valves

Testing

- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Valve trip test for dry systems, pre-action and deluge systems (Partial Flow)
- Control valve tamper switches, low air device, quick opening device
- Other supervisory switches associated within the fire sprinkler system
- Low/High air pressure switches
- Main drain and to compare to previous tests
- Testing on Back flow preventer (forward flow test if applicable if valves are in place for such)
- Control valves.
- Antifreeze system (on site testing or sample may be sent to lab)
- Air compressors dedicated to water-based fire protection systems
- Automatic air maintenance device (dry system and pre-action systems)
- Priming water level per manufacture instructions (dry system and pre-action systems)
- Pressure reducing valves, master pressure reducing and relief valves by a partial flow test to adequately move the valve from its seat

Sprinkler System - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, mechanical water flow devices
- Control valve, valves and associated trim
- Fire department connection
- Air compressors dedicated to water-based fire protection systems
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)

Testing

- Main drain and to compare to previous tests (Only applicable if a back-flow device is installed for

quarterly testing)

- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Control valve tamper switches
- Testing of other supervisory devices that are directly related to the fire sprinkler system
- Priming water level per manufacturer's instructions (dry system and pre-action systems)
- Quick opening devices
- Low/High air pressure switches

Sprinkler System - Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, mechanical water flow devices
- Control valve and associated trim
- Fire department connection
- Air compressors dedicated to water-based fire protection systems
- Back flow device (RPBA) are not leaking from relief port
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)

Testing

- Main drain and to compare to previous tests (Only applicable if a back-flow device is installed for Quarterly testing)
- Other supervisory switches associated within the fire sprinkler system. (Not to include control valve tampers)
- Mechanical water flow devices (Not to include pressure switch-type or vane)
- Priming water level per manufacture instructions (dry system and pre-action systems)
- Quick opening devices
- Low/High air pressure switches

Sprinkler System - Monthly Test & Inspection

Siemens will perform the monthly test and inspection of the fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visual inspection on air compressors dedicated to water-based fire protection systems
- Visual Inspection on all gauges
- Visual inspection on control valve, valves and associated trim
- Visual inspection of alarm valves
- Visual inspection of the exterior of dry valves, pre-action valves and deluge systems
- Visual Inspection on back flow device (Reduced-pressure assemblies and reduced-pressure detector) are not leaking from relief port

Fire Pumps – Annual Test & Inspection

Siemens will perform the annual test and visual inspection of the fire pump(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Verify pump suction, discharge, by-pass control valves are free of leaks
- Verify suction line and system line readings are within acceptable range
- Verify suction reservoir has required water travel
- Verify wet pit suction screen in place and unobstructed
- Verify waterflow and hose connection valves are closed, and test valve are free of water
- Compare pressure gauge and sensors to when calibrated
- Inspect alignment of couplings (Angular and Parallel)
- Flexible hoses & connections, fuel tank vents & overflow
- Cable/wire insulation only from outside the controller for electric driven motors
- Engine crankcase breather
- Engine oil level
- Battery cells
- Inspect pump bearings and lubricate if needed
- Inspect packing gland (adjusted if needed)

Testing

- Run pump
- Ensure pump is free of unusual noise or vibration
- Record pump speed (RPM)
- Simulate fire pump alarm and supervisory signals
- Perform annual flow test from hose stream or flow meter
- Ensure relief valve or casing relief are operating
- Inspect and test secondary power if applicable (electric driven fire pumps)
- Exhaust system and drain condensate trap and silencers
- Plumbing parts – in & outside of electrical panels only from outside the controller for electric driven

motors

- Printed circuit board corrosion only from outside the controller for electric driven motors
- Fuel tank, float switch, and supervisory signal for interstitial space
- Observe diesel engine performance (time to crank, time reach running speed, engine oil pressure, motor temperature, inspect heat exchanger for cooling water)
- Observe Electrical system for electric driven fire pumps. (time for motor accelerate, record time pump runs after starting)

Fire Pumps - Monthly Test & Inspection

Siemens will perform the monthly test and visual inspection of the fire pump(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Verify pump suction, discharge, by-pass control valves are free of leaks
- Verify suction line and system line readings are within acceptable range
- Verify suction reservoir is full
- Verify wet pit suction screen in place and unobstructed
- Verify waterflow and hose connection valves are closed, and test valve are free of water
- Compare pressure gauge and sensors to when calibrated
- Verify piping if free of leaks
- Inspect pump bearings and lubricate if needed
- Inspect packing gland (adjusted if needed)

Testing

- Run pump at no flow condition
- Ensure pump is free of unusual noise or vibration
- Ensure the fire pump starts automatically
- Ensure relief valve or casing relief are operating
- Run diesel fire pump for 30 minutes
- Run electric fire pump for 10 minutes
- Observe diesel engine performance (time to crank, time reach running speed, engine oil pressure, motor temperature, inspect heat exchanger for cooling water)
- Observe Electrical system for electric driven fire pumps. (time for motor accelerate, record time pump runs after starting)

Annual Inspection – Portable Fire Extinguishers

Siemens will perform the annual inspection of portable fire extinguisher(s) using the locally adopted NFPA 10 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure portable fire extinguisher is in proper location
- Ensure no obstructions to access or visibility
- Ensure operating instructions are on nameplate, legible and facing outward
- Ensure safety seals and tamper indicators are not broken or missing
- Check fullness by hefting extinguisher
- Check for obvious damage, corrosion, leakage or clogged nozzle
- Check that pressure gauge indicator is in operable range
- Verify condition of hose, nozzle, carriage, housing
- Ensure label is in place
- Examine all mechanical parts
- External examination
- Pull pin and replace tamper seal
- Initial, date, replace inspection card as needed

Monthly Visual Inspection – Portable Fire Extinguishers

Siemens will perform the monthly visual inspection of portable fire extinguisher(s) using the locally adopted NFPA 10 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure portable fire extinguisher is in proper location
- Ensure no obstructions to access or visibility
- Ensure operating instructions are on nameplate, legible and facing outward
- Ensure safety seals and tamper indicators are not broken or missing
- Check fullness by hefting extinguisher
- Check for obvious damage, corrosion, leakage or clogged nozzle
- Check that pressure gauge indicator is in operable range
- Verify condition of hose, nozzle, carriage, housing
- Ensure label is in place
- Initial, date, replace inspection card as needed

Semi-Annual Test and Inspection – Kitchen Hood Suppression System

Siemens will perform the semi-annual test and inspection of kitchen hood suppression system(s) using the locally adopted NFPA 17A and NFPA 96 editions' recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Ensure kitchen hood system is in proper working order
- Ensure kitchen hood system is cleaned within proper intervals per IFC 609.2
- Fusible links positioned properly
- Fusible links have proper temp
- Replace fusible links
- Ensure manual pull station is located 10 – 20 ft from protected hood in egress
- Ensure Type K fire extinguisher is located 10 – 30 feet from the protected hood
- Use dry air or nitrogen to blow through the piping and nozzle to verify no clogs or debris
- Ensure nozzle coverage and provisioning
- Disconnect chemical before tripping system
- Trip system
- Replace single use CO2 cartridge as needed
- Ensure make-up air is shut off
- Ensure exhaust fan stayed on
- Ensure gas feed shut off and then required manual reset
- Ensure electrical tripped to all appliances under hood
- Verify signal activates at fire alarm panel
- Restore system to original status

Sprinkler System - Winterization Test & Inspection

Siemens will perform the winterization of the fire sprinkler system(s). A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this agreement.

The property owner or their designated representative shall ensure that water-filled piping is maintained at a minimum of 40°F (4°C) and follow the NFPA 25 guidelines for freeze protection.

Specifically, Siemens will perform the following:

Inspect

- Inspect dry and pre-action systems for proper priming and in service
- Inspect low point drain for dry and pre-action systems; drain if necessary
- Inspect FDC for residual water
- Inspect heat tracing and verify in service
- Inspect dedicated heater in fire sprinkler riser room and/or pump house

- Inspect backflow preventers
- Inspect hydrants for residual water
- Inspect air supplies for dry and pre-action systems

Test

- Test anti-freeze for proper mix ratios

Semi-Annual Test and Inspection – Dry Chemical Industrial Suppression System

Siemens will perform the semi-annual test and inspection of dry chemical industrial suppression system(s) using the locally adopted NFPA 17 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered along with test frequencies, is found in the List of Maintained Equipment.

Specifically, Siemens will perform the following:

- Fusible links positioned properly
- Fusible links have proper temp
- Replace fusible links
- Ensure manual pull station is located in the path of egress
- Use dry air or nitrogen to blow through the piping and nozzles to verify no clogs or debris
- Ensure nozzle coverage and provisioning
- Trip system by cutting the terminal link and by operating the manual pull station
- Replace single use CO2 cartridge as needed
- Ensure exhaust fan stayed on where applicable
- Ensure gas feed shut off and then required manual reset where applicable
- Ensure electrical tripped to all necessary shut downs where applicable
- Verify signal activates at fire alarm panel
- Restore system to original status
-

Back Flow – Annual Differential Test

Siemens will perform the annual backflow differential test per AHJ requirements, using the locally adopted codes and the recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Standpipe System - Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the Standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Hose valves
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)
- Backflow device (RPBA) are not leaking from relief port
- Air compressors dedicated to water-based fire protection systems
- Fire department connection
- Control valve and associated trim
- Water flow vane and pressure switch-type devices, water flow mechanical device

Testing

- Main drain and to compare to previous tests. (Only applicable if a back-flow device is installed for Quarterly testing)
- Other supervisory switches associated with the fire sprinkler system. (Not to include control valve tampers)
- Mechanical water flow devices. (Not to include pressure switch-type or vane)
- Priming water level per manufacture instructions. (dry system and pre-action systems)
- Quick opening devices
- Low air pressure switches

Standpipe System - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, water flow mechanical device
- Control valve, valves and associated trim
- Fire department connection
- Air compressors dedicated to water-based fire protection systems
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)

Testing

- Main drain and to compare to previous tests (Only applicable if a back-flow device is installed for quarterly testing)

- Vane and pressure-type water flow devices and mechanical water flow devices
- Mechanical water flow devices
- Control valve tamper switches
- Testing of other supervisory devices that are directly related to the fire sprinkler system
- Priming water level per manufacture instructions (dry system and pre-action systems)
- Quick opening devices
- Low/High air pressure switches
- Hose Valves

Standpipe System - Annual Test & Inspection

Siemens will perform the annual test and inspection of the standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Hangers, bracing and supports of piping (from floor level)
- hydraulic nameplates and information signs
- Waterflow vane, pressure switch-type devices, and water flow mechanical device
- Control valve, valves and associated trim
- Fire department connection
- Gauges (wet systems, dry systems, pre-action systems, deluge systems)
- Pressure reducing valves, hose pressure reducing valve, master pressure reducing and relief valves
- Hose valve connections, not damage, and threads are in good condition
- Hose valve obstruction
- Hose valve handles, caps and gaskets
- Inspect for mildew, cuts, hose couplings and deterioration of hoses
- Inspect hose cabinets for damage, difficult to operate, damaged, Nozzle clips, and verify hoses are properly racked and rolled
- Inspect Hose nozzles for gasket, obstruction, operate smoothly and not missing

Testing

- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Valve trip test for dry systems, pre-action and deluge systems (Partial flow)
- Control valve tamper switches, low air device, quick opening device
- Other supervisory switches associated with the fire sprinkler system
- Low/High air pressure switches
- Main drain and to compare to previous tests

- Testing on Backflow Preventer. (forward flow test if applicable if valves are in place for such)
- Control valves
- Air compressors dedicated to water-based fire protection systems
- Automatic air maintenance device (dry system and pre-action systems)
- priming water level per manufacture instructions (dry system and pre-action systems)
- Master pressure reducing, pressure reducing, and hose connection pressure, reducing valves by a partial flow test to adequately move the valve from its seat
- Hose valve connections by exercising valves

Standpipe System - 3 Year Test & Inspection

Siemens will perform the 3 year test and inspection of the standpipe system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Testing

- Perform full flow trip test on the dry standpipe system
- Perform air leakage test on the dry standpipe system

Wet Foam System – Monthly Test & Inspection

Siemens will perform the monthly test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visual inspection on air compressors dedicated to water-based fire protection systems
- Visual Inspection on all gauges
- Visual inspection on control valve, valves and associated trim
- Visual inspection of alarm valves
- Visual inspection of the exterior of dry valves, pre-action valves, and deluge systems
- Visual Inspection on backflow device (Reduced-pressure assemblies and reduced-pressure detector) are not leaking from relief port
- Visually inspect spray nozzles

Wet Foam System – Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, water flow mechanical device
- Control valve and associated trim
- Fire department connection
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet systems, deluge systems)
- Drainage in the system area
- Foam Concentrate strainers

Testing

- Main drain and to compare to previous tests (Only applicable if a back-flow device is installed for Quarterly testing)
- Other supervisory switches associated with the fire sprinkler system (Not to include control valve tampers)
- Mechanical water flow devices. (Not to include pressure switch-type or vane)

Wet Foam System – Semi-Annual Test & Inspection

Siemens will perform the Semi-Annual test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Water flow vane and pressure switch-type devices, water flow mechanical device
- Control valve and associated trim
- Fire department connection
- Backflow device (RPBA) are not leaking from relief port
- Gauges (wet systems, deluge systems)
- Drainage in the system area
- Foam Concentrate strainers

Testing

- Main drain and to compare to previous tests. (Only applicable if a back-flow device is installed for Quarterly testing)
- Other supervisory switches associated with the fire sprinkler system. (Not to include control valve tampers)
- Vane and pressure-type water flow devices and mechanical water flow devices.
- Mechanical water flow devices. (Not to include pressure switch-type or vane)

Wet Foam System – Annual Test & Inspection

Siemens will perform the annual test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Fire sprinkler heads. (from floor level)
- Exposed fire sprinkler piping and fittings. (from floor level)
- Hangers, bracing and supports of fire sprinkler piping. (from floor level)
- Spare fire sprinkler heads, hydraulic nameplates, and information signs.
- Waterflow vane, pressure switch-type devices, and water flow mechanical device.
- Control valve, valves and associated trim.
- Fire department connection.
- Gauges
- Pressure reducing valves, hose pressure reducing valve, master pressure reducing and relief valves

Testing

- Vane and pressure-type water flow devices.
- Mechanical water flow devices.
- Valve trip test for deluge systems (Partial flow)
- Control valve tamper switches, low air device, quick opening device.
- Other supervisory switches associated with the fire sprinkler system.
- Main drain and to compare to previous tests.
- Testing on Backflow preventer. (forward flow test if applicable if valves are in place for such)
- Control valves.
- Operational Test
- Foam water solution
- Manual activation device
- Proportioning valves
- Foam concentrate samples (sent to the lab)
- Foam concentrate fill level (tank)

Wet Foam System - 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the foam water fire sprinkler system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Inspection

- Internal Obstruction of Piping
- Interior Inspection of Alarm Valve
- Inspection of alarm valve strainers, filters, orifices
- Interior inspection of the check valve
- Interior Inspection of Dry Valve
- Interior inspection of backflow preventer
- Interior of Pre-Action/Deluge Valve

Testing

- Gauges
- Sprinklers-extra high temperature
- Sprinklers in harsh environments
- Pressure Reducing Valve
- Pressure Relief Valve
- FDC

The Internal inspection of the piping will be performed on every other wet system. Siemens will inspect the internal condition of piping to determine if there is any MIC (Microbiological Influenced Corrosion) within the system. Siemens will not be held responsible for any MIC found in the sprinkler system or if any other test that are required outside of the proposed scope in reference to MIC.

An assessment of the internal condition of piping shall be conducted at a minimum of every 5 years for the purpose of inspecting for the presence of foreign organic and inorganic material. If foreign material is found, a recommendation will be made to perform further investigation of the sprinkler system, which is outside of this scope of this agreement.

Private Fire Service Mains (Hydrants) – Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visually inspect the monitor nozzles for leakage, physical damage, and corrosion

Private Fire Service Mains (Hydrants) - Annual Test & Inspection

Siemens will perform the annual test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Visually inspect the monitor nozzles for leakage, physical damage, and corrosion
- Inaccessibility
- Leaks in outlets or at the top of the hydrant
- Crack in hydrant barrel
- The tightness of the outlet cap
- Worn outlets
- Worn hydrant operating nut
- Availability of wrench
- Dry barrel hydrants will inspect for proper drainage
- Each hydrant will be opened fully, and water flowed until all foreign material has cleared. The flow will be for 1 minute.
- Monitor nozzles shall be lubricated

Private Fire Service Mains (Hydrants) - 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the Private Fire Service Main(s) (Hydrants), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

- Perform flow test of the underground and exposed piping by performing a flow test via yard hydrant.

Water Storage Tank - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the water storage tank(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Catwalks and ladders
- Support structure
- Surrounding area
- Tank-Exterior
- Water level

Testing

- Test Low/High water alarms

- Test Low-temperature alarms

Water Storage Tank - Annual Test & Inspection

Siemens will perform the annual test and inspection of the water storage tank(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Catwalks and ladders
- Support structure
- Surrounding area
- Tank-Exterior
- Water level
- Fill valves exterior
- Vents
- Expansion Joints
- Cracks and leaks
- Hoops and grillage of wooden tanks
- Exterior paint coated or insulated surfaces of the tank and supporting structure.

Testing

- Low/High water alarms
- Low-temperature alarms
- The automatic tank fill valve

Water Storage Tank - 3 Year Test & Inspection

Siemens will perform the 3 year test and inspection of the water storage tank(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Interior of the tank (Performed by draining the tank or Diver, Robotic Camera)
- Pitting
- Corrosion
- Spalling

- Rot
- Deterioration
- Waste material, debris, aquatic growth
- General failure on interior coating
- Anti-vortex plate
- Strainers, filters, and orifices

Testing

- Level indicators
- Heating system

Water Storage Tank - 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the water storage tanks, using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Interior of the tank (Performed by draining the tank, Diver, Robotic Camera)
- Pitting
- Corrosion
- Spalling
- Rot
- Deterioration
- Waste material, debris, aquatic growth
- General failure on interior coating
- Anti-vortex plate
- Strainers, filters, and orifices

Testing

- Level indicators
- Heating system

Water Mist System - Annual Test & Inspection

Siemens will perform the annual test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Specifically, Siemens will perform the following:

Visual Inspection

- Enclosure features, interlocks
- Pneumatically operated valves and tubing
- Water supply and storage tanks
- Control valve and associated trim
- Compressed gas storage cylinders, hoses, support, and restraints
- Fire department connection
- Water storage cylinders
- Gauges
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Pneumatic valves
- Additives and Injection system
- Air compressors and receivers
- Testing on back flow preventer (forward flow test if applicable if valves are in place for such)
- Interlocks
- Nozzles
- Pneumatic valve solenoid
- Pneumatically operated standby pumps
- Strainers and filters
- System control valve
- Water mist system
- Water recirculation tanks
- Water supply

Water Mist System – Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water mist system" is defined as a distribution system connected to a water supply or water and atomizing media supplies that is equipped with one or more nozzles capable of delivering water mist intended to control, suppress, or extinguish fires. Water supply and related plumbing infrastructure is excluded from the water mist system.

Specifically, Siemens will perform the following:

Visual Inspection

- Enclosure features, interlocks
- Pneumatically operated valves and tubing
- Water supply and storage tanks

- Control valve and associated trim
- Compressed gas storage cylinders, hoses, support, and restraints
- Fire department connection
- Water storage cylinders
- Gauges
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Pneumatic valves

Water Mist System - Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water mist system" is defined as a distribution system connected to a water supply or water and atomizing media supplies that is equipped with one or more nozzles capable of delivering water mist intended to control, suppress, or extinguish fires. Water supply and related plumbing infrastructure is excluded from the water mist system.

Specifically, Siemens will perform the following:

Visual Inspection

- Water supply and storage tanks
- Control valve and associated trim
- Compressed gas storage cylinders, hoses, support, and restraints
- Fire department connection
- Water storage cylinders
- Gauges
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Water Mist System - 5 Year Test & Inspection

Siemens will perform the 5-Year test and inspection of the water mist system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water mist system" is defined as a distribution system connected to a water supply or water and atomizing media supplies that is equipped with one or more nozzles capable of delivering water mist intended to control, suppress, or extinguish fires. Water supply and related plumbing infrastructure is excluded from the water mist system.

Specifically, Siemens will perform the following:

Inspection

- Inspection of strainers, filters, and orifices
- Interior inspection of the check valve
- Interior inspection of backflow preventer

Testing

- Gauges
- Hoses

Water Spray Fixed System - Annual Test & Inspection

Siemens will perform the annual test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Visual Inspection

- Nozzles
- Exposed fire sprinkler piping and fittings (from floor level)
- Hangers, bracing and supports of fire sprinkler piping (from floor level)
- Spare fire sprinkler heads, hydraulic name plates and information signs
- Waterflow vane, pressure switch-type devices and mechanical device
- Deluge valve
- Control valve, valves and associated trim
- Fire department connection

Testing

- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Deluge valve trip test
- Control valve tamper switches
- Main drain and to compare to previous tests
- Testing on back flow preventer (forward flow test if applicable if valves are in place for such)
- Control valves

- Discharge patterns

Water Spray Fixed System - Semi-Annual Test & Inspection

Siemens will perform the semi-annual test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Visual Inspection

- Waterflow vane, pressure switch-type devices and mechanical device Control valve, valves and associated trim
- Fire department connection
- Deluge valve
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Main drain and to compare to previous tests. (Only applicable if a back-flow device is installed for quarterly testing)
- Vane and pressure-type water flow devices
- Mechanical water flow devices
- Control valve tamper switches
- Low/High air pressure switches

Water Spray Fixed System - Quarterly Test & Inspection

Siemens will perform the quarterly test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Visual Inspection

- Waterflow vane, pressure switch-type devices and mechanical device
- Control valve and associated trim
- Deluge valve
- Fire department connection
- Air compressors dedicated to water-based fire protection systems
- Reduced Pressure Backflow Assembly (RPBA) are not leaking from relief port

Testing

- Main drain and to compare to previous tests (only applicable if a back-flow device is installed for quarterly testing)
- Mechanical water flow devices (not to include pressure switch-type or vane)
- Low/High air pressure switches

Water Spray Fixed System – 5 Year Test & Inspection

Siemens will perform the 5 year test and inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

Inspection

- Interior Inspection of Deluge valve
- Inspection of strainers, filters, and orifices
- Interior inspection of the check valve
- Interior inspection of backflow preventer

Testing

- Gauges
- Fire department connection

Water Spray Fixed System – Monthly Visual Inspection

Siemens will perform the monthly visual inspection of the water spray fixed system(s), using the locally adopted NFPA 25 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Please note: "Water spray fixed system" is defined as an automatic or manually actuated fixed pipe system connected to a water supply and equipped with water spray nozzles designed to provide a specific water discharge and distribution over the protected surfaces or area. Water supply and related plumbing infrastructure is excluded from the water spray fixed system.

Specifically, Siemens will perform the following:

- Visual inspection on all gauges
- Visual inspection on control valve, valves and associated trim
- Visual inspection of the exterior of dry valves, pre-action valves and deluge systems
- Visual Inspection on back flow device (RPBA)

Smart Fire Sprinkler Subscription Service with Quarterly Performance Reporting

Siemens Smart Fire Sprinkler Service enables you to move from a reactive to a proactive, predictive service strategy to help maximize system uptime and reliability, extend equipment lifecycle, and increase efficiency to create a smarter and safer facility.

This cloud-based service detects pre-defined abnormal sprinkler operating conditions so issues can be addressed before potentially causing costly emergency repairs, property damage, and business disruptions.

Utilizing cellular connectivity, you will have 24x7 visibility to your fire sprinkler system performance data including live, historical, and trending data via a web portal.

Siemens Fire Sprinkler Service continuously monitors and collects data about your fire sprinkler systems via installed intelligent sensors. Siemens defines the system faults and response protocols in a provided Commissioning Document. When a fault or an abnormal or adverse condition occurs per the Siemens Commissioning Document, an automated notification is sent to Siemens Digital Service Center. Additionally, customers will receive text and emails of faults as defined in the Commissioning Document.

A service professional will then review the information and contact your personnel designated in the Commissioning Document. If onsite service is needed, upon your approval, a local Siemens technician will be dispatched with fees to be invoiced on a time and material basis.

The expected outcomes when implementing this service include:

- Analytics to help you understand the performance and reliability of connected life safety equipment that is installed at your site such as Air Compressor(s), Jockey Pump(s), Fire Pump(s), Fire Sprinkler System(s), etc.
- Customizable definition of system faults that can be tailored for your facility
- Data visualization of system performance via Site Controls® customer portal to aid in identifying faults
- System uptime data
- Monitoring historical environmental conditions and identifying improvements or negative trends
- Quarterly health status reports that provide insight into the performance of your system

Smart Fire Sprinkler Subscription Service

Siemens Smart Fire Sprinkler Service enables you to move from a reactive to a proactive, predictive service strategy to help maximize system uptime and reliability, extend equipment lifecycle, and increase efficiency to create a smarter and safer facility.

This cloud-based service detects pre-defined abnormal sprinkler operating conditions so issues can be addressed before potentially causing costly emergency repairs, property damage, and business disruptions.

Utilizing cellular connectivity, you will have 24x7 visibility to your fire sprinkler system performance data including live, historical, and trending data via a web portal.

Siemens Fire Sprinkler Service continuously monitors and collects data about your fire sprinkler systems via installed intelligent sensors. Siemens defines the system faults and response protocols in a provided Commissioning Document. When a fault or an abnormal or adverse condition occurs per the Siemens Commissioning Document, an automated notification is sent to Siemens Digital Service Center. Additionally, customers will receive text and emails of faults as defined in the Commissioning Document.

A service professional will then review the information and contact your personnel designated in the Commissioning Document. If onsite service is needed, upon your approval, a local Siemens technician will be dispatched with fees to be invoiced on a time and material basis.

The expected outcomes when implementing this service include:

- Analytics to help you understand the performance and reliability of connected life safety equipment that is installed at your site such as Air Compressor(s), Jockey Pump(s), Fire Pump(s), Fire Sprinkler System(s), etc.
- Customizable definition of system faults that can be tailored for your facility
- Data visualization of system performance via Site Controls® customer portal to aid in identifying faults
- System uptime data
- Monitoring historical environmental conditions and identifying improvements or negative trends

METERS

Navigator Energy Dashboard

Objective

Scope of Digital Services

The Navigator Energy Dashboard offering includes:

- Five Navigator dashboards described below for up to 10 buildings
- Unique access to Navigator for 5 user accounts
- Up to 10 hours of customer support per year for data quality assurance

Dashboards Overview

DE-1 provides map of the portfolio of buildings, the energy usage intensity (EUI) of the entire portfolio, utility consumption overview for the portfolio and a year-over-year consumption tracking of energy consumption.

DE-2 provides more depth into the energy consumed by each building within the portfolio, the building EUI cluster, portfolio demand consumption, and electricity load profile. Demand data is important to monitor for high demand charge utilities.

DE-3 provides more granular view and analysis of the meter data at daily intervals. This dashboard will provide insight into usage for reporting purposes and can be leveraged for tenant billing.

DE-4 provides a heat map of the selected meter. Heat mapping usage can be utilized to observe irregularities in usage pattern such as buildings or equipment running outside of scheduled periods.

DE-5 provides the carbon dioxide emission of the entire site.

Building Services – Security

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Advanced Proactive Services – Security

Through our resources at the Siemens Digital Services Center, Siemens will provide Advanced Proactive Services, based on customer priorities, and leverage system tools and diagnostics reporting and recommended actions to help maintain system optimization. These services will be performed remotely through our Siemens common Remote Service Platform (cRSP) and address the following system areas and/or components:

Data Backup and Restore Services – Online

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed up information or data is lost from your system, Siemens will reload the information or data on-site or remotely, with your backup copy, within a specified time from notification. The frequency and Equipment to be included as part of this service is itemized in the List of Maintained Equipment.

Software Subscription Service - SiPass

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

Software Subscription Service - SiVeillance

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

Firmware Updates

We will provide you with firmware and documentation updates to your existing field panels upon development. The included training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are itemized in the List of Maintained Equipment. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)

Performance Reporting

Through implementation of our Proven Outcomes reporting, Siemens will ensure that our delivered services are of the highest quality. The reporting criteria are developed between your facility staff and Siemens, and will reflect the goals and objectives of the scope of this Service Agreement. These reporting criteria will be agreed upon at the commencement of this agreement. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvement.

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours.

Additional Services

Data Backup and Restore Services

Siemens will perform scheduled database backups of your workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, 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. The equipment to be included as part of this service is itemized in the List of Maintained Equipment in this service agreement.

Preventive Maintenance – Security

Siemens will perform predetermined and/or condition-based maintenance to all components designated in the List of Maintained Equipment, as detailed in this service agreement. Preventive maintenance is performed in accordance with a program of standard routines as determined by technology, application, location, and our experience. These services help preserve the integrity of the customer's equipment, prevent premature failure and assure that code and compliance requirements are met.

Repair & Replacement Services – Labor & Material

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

Network Maintenance

Network Maintenance: Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance ensures the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained Equipment.

Quality Assurance

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Advantage Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

Security Assessment

Using workshops and on-site surveys, Siemens analyzes your current security environment (e.g., systems, organization and processes), identifies weaknesses and suggests possible improvement measures. A high priority is the physical installation and configuration of the security devices and systems. Siemens will also evaluate if the objectives of your Security Management Plan can be achieved with the installed physical security system. Gaps between requirements and capabilities will be identified and documented, along with recommendations for improvement.

Security Compliance and Policy Planning

Security systems are becoming more complex, as they integrate with an increasing number of other building systems to meet the changing needs of the business. You need professional advice regarding issues such as investing in your security systems and ensuring that the security technology and devices are able to support the implementation of your Security Management Plan. You also need to understand the evolving and expanding security regulatory and compliance requirements which must be met in order to minimize business disruptions and ensure business continuity.

Spare Parts Inventory Management

Siemens will assess your repair parts requirements and provide a recommended inventory of required and frequently used replacement parts. Siemens will replenish these parts on an ongoing basis in order to provide you with an inventory of repair parts. Replacement parts not otherwise covered under this Agreement will be billed as inventory is replenished.

System Documentation Management and Update

With the System Documentation Management and Update Service, Siemens stores and safeguards electronic documents related to the maintenance and support of your system (e.g. system maintenance, inspections and testing reports; installation plans; configuration documentation; user guides and systems inventories). Siemens documents service visits and findings as provided through ongoing services. Specific documentation changes resulting from changes in system design and configuration will be provided as identified in the List of Maintained Equipment or Appendix. On request, documents and other system related data are made available and supplied in electronic form or as a hard copy.

Software Subscription Service - Non-Siemens

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

Lifecycle Planning

Siemens will conduct a review on your building automation, fire and security systems, to determine technology levels and the state and status of their lifecycle. Siemens will utilize the results of the reviews to make specific recommendations regarding the current and recommended technology, so that we can help you receive the full benefit and return from your investment. Siemens will provide you with a recommended technology roadmap and written report of our findings, and conduct a face-to-face debriefing with you. Where requested, Siemens will provide ongoing budget support to assist you in understanding future investment requirements.

Software Subscription Service - Desigo CC

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

Video Cloud Service - Arcules

Through a gateway appliance onsite, your compatible cameras and encoders are securely connected to a cloud-based video surveillance platform designed to deliver centralized management and monitoring of all connected sites and video cameras anywhere on any device. This service requires no onsite server or software and utilizes automatic updates making it virtually free from IT maintenance and expensive infrastructure costs. Data is aggregated and stored centrally in the cloud. The data will be fully encrypted

from gateway out to the cloud through a SSL connection. Once in the cloud the data is stored with 256 AES encryption at REST in the cloud. Video Cloud leverages the latest technology to ensure Security by Design as well as continuity with emergency back-up within the onsite gateway. Through the web-based portal, you can view all your sites and cameras live or recorded video, grant viewing rights and privileges to others, conduct investigations with protected video, setup alarm notifications, and much more.

Optional Business Analytics built with cutting-edge Artificial Intelligence and Machine Learning technologies delivers next-generation business insights for your organization.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

On-site System Operator / Staffing Support Services

Adequate staffing plays a significant role in maintaining the integrity and reliability of your building systems, and in achieving the operational goals of your facility, which typically focus on occupant comfort, safety, security, compliance, and cost and energy reduction. Siemens will provide trained and certified personnel for on-site system support, where additional staffing is required to maintain your critical building system. The on-site staff will ensure that your systems operate at peak efficiency, to achieve your facility and organizational goals.

Alarm Management Services - Security

Siemens will coordinate and administer off-site monitoring of your security system via a UL/ULC listed central station. When required Siemens will provide customized alarm activity reports and scheduled reviews to analyze signal transmission history between your facility and the central station. This service will serve to help to identify potential problems, which could result in high or unnecessary alarm incidence. By utilizing a UL/ULC listed central station, you receive the benefits of trained alarm monitoring staff, a 24-hour operation and a standard procedure for notifying you of alarms in your facility. The Appendix of this service agreement outlines which reports you will be receiving and the term of the Agreement.

Video Monitoring and Management

Siemens will coordinate and administer off-site monitoring of your designated system via a UL listed central station. Siemens provides a web portal and Smart Phone APPs to review live cameras and video events seen and responded to by Siemens persons between your facility and the central station. By utilizing a UL listed central station, you receive the benefits of trained security operators, a 24-hour operation and a standard procedure for notifying you of alarms in your facility. The Appendix of this Agreement identifies the video surveillance services that are included in this Agreement, and the term of the Agreement.

Access Control Management

Through Siemens UL Listed Customer Service Center, Siemens will manage the server and application of your access control system. Management of the access control system allows Siemens personnel to configure readers, access levels, and card holder information without requiring the customer to have the training, expertise, or staff to perform this function locally.

Optional Monitoring of the facility helps to ensure that the Customer and/or authorities will be advised of any doors that are forced open without the use of the appropriate card access.

Education Services

If delivered at Siemens Training Center

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training by a certified instructor from the Siemens Customer Training group will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at one of our national training facilities, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Skills Assessment

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. To properly provide the appropriate training to your staff, Siemens will perform an assessment of the current skill level of your staff pertaining to their use of the system within your facility. The results of this assessment will enable Siemens to recommend specific training which will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. Under this agreement we shall provide the stated number of hours of assessment time.

LIGHTING CONTROL SYSTEMS

Repair & Replacement Services – Lighting

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

Diagnostics and Preventive Maintenance - Off-Site - Lighting

Siemens will provide a combination of on-site and remote diagnostics and preventive maintenance in accordance with a program of routines as determined by Siemens' experience, equipment application and location. This service includes trouble shooting Enlighted components, investigating abnormalities of the system, determining root cause and developing a plan to resolve. This service will help to extend equipment life, help to reduce energy consumption, and help to reduce the risk of costly and disruptive breakdowns. The list of Enlighted components included under this service are identified in the List of Maintained Equipment. Siemens will also perform a visual inspection of the Enlighted lighting system during the maintenance of the Enlighted Services. This service will help to ensure that your facility is aware of any deficiencies that are identified during Siemens' visual inspection. The Equipment to be inspected and the frequency of this service are itemized in the List of Maintained Equipment. This service will also serve to provide you with a report on the status of the devices in the in-scope system, what portions of the in-scope system are either nonfunctioning or not functioning as designed, and the results of an end-to-end system test with recommended corrective actions where appropriate.

Siemens will implement adjustments to light levels, delay times, zoning, and programming of the Enlighted lighting system for optimization of the system annually based on your requirements. Recommendations for additional devices or equipment will also be noted during this service.

Software Upgrade Services - Enlighted

Siemens will provide you with software and documentation updates to your existing Enlighted EM (Energy Manager) upon development and release. The updates can be performed either remotely or onsite depending on system architecture and services acquired. The included training will familiarize you with the new features and their associated benefits. These updates help to deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry.

Building Performance Review - Lighting

Siemens will review building lighting energy profile with the customer. Strategies of further energy savings will be provided. This service will also provide you with an outcome-based report on building lighting energy historic profile, energy savings.

LABORATORY AIRFLOW CONTROL SYSTEMS

Bio-Safety Cabinet Certification

In support of your commitment to provide a safe environment for laboratory personnel, comply with the OSHA laboratory and other regulatory standards, we will conduct testing and certification of biological safety cabinets. We will certify the performance of the biological safety cabinets in accordance with NSF-49 standards. This service includes HEPA filter leak tests, down-flow velocity profile, inflow velocity, visual smoke test, ultraviolet lamp intensity, task lighting intensity, sound levels, and cabinet electrical safety. (NOTE: If HEPA filters are found to be damaged during certification, or other maintenance is required, the bio-safety cabinet (BSC) must be decontaminated on a time and material basis.) A written report will be provided with a summary of BSC performance and an explanation of any trends encountered. Service personnel are NSF accredited. The frequency of this service is itemized in the List of Maintained Equipment in this service agreement.

We are not responsible for the safety of the lab occupants beyond our test results and our recommendation. The safety of the facilities' occupants is the sole responsibility of the health and safety officers of the organization and not Siemens.

Calibration Services

To help ensure optimal system performance, Siemens will calibrate specified instrumentation to manufacture specifications or to industry standards. The frequency and instrumentation covered is itemized in the List of Maintained Equipment.

Chemical Fume Hood – ASHRAE 110 Test

In support of your commitment to provide a safe environment for laboratory personnel, comply with the OSHA laboratory and other regulatory standards, we will conduct testing and certification of your chemical fume hoods. The purpose of the testing is to verify the hood's ability to contain hazardous chemical vapors. This test will be performed in accordance with the ASHRAE-110 procedure and will include average face velocity measurement, flow visualization (smoke), and tracer gas containment. A written report will be provided with a summary of hood performance and an explanation of any trends encountered. Service personnel are trained annually in the operation and use of test and safety equipment. The frequency of this service is itemized in the List of Maintained Equipment in this service agreement.

We are not responsible for the safety of the lab occupants beyond our test results and our recommendation. The safety of the facilities' occupants is the sole responsibility of the health and safety officers of the organization and not Siemens.

Chemical Fume Hood – SEFA-1 Test

In support of your commitment to provide a safe environment for laboratory personnel, comply with the OSHA laboratory and other regulatory standards, we will conduct testing and certification of your chemical fume hoods. The purpose of the testing is to verify the ability of the fume hoods to contain hazardous chemicals. We will perform face velocity verification and smoke certification in accordance with the Scientific Equipment and Furniture Association (SEFA-1) guidelines, and provide a written report of the results. Service personnel are trained annually in the operation of test and safety equipment and procedures. The frequency

of this service is itemized in the List of Maintained Equipment in this service agreement. We are not responsible for the safety of the lab occupants beyond our test results and our recommendation. The safety of the facilities' occupants is the sole responsibility of the health and safety officers of the organization and not Siemens.

Laboratory Ventilation Assessment Survey

Through our assessment surveys, we will provide expert advice for regulatory compliance, risk reduction of employee exposure, productivity improvements and subsequent risk reduction of litigation. We will conduct facility audits and outline a program plan for federal, state, provincial and local legislation and industry.

Critical Environments Report Advanced

Siemens will provide enhanced reporting, using documentation of select environmental conditions, against mutually agreed upon standards and performance KPIs. This report is automatically generated on a daily basis. This service includes configuration of the reports, automated report generation and automated user distribution.

Siemens will provide a weekly or monthly summary with KPIs to identify the performance of the system during the last month and a trend comparison with the previous reporting period.

Healthcare Accreditation for Critical Environments

Siemens Healthcare Accreditation for Critical Environments is a compliance service offering designed to help healthcare facilities address the unique challenges of improper temperature, humidity, airflow, and pressure relationships in their most critical spaces.

Association & Regulatory Compliance

The results will be submitted in a written report and in a face-to-face debriefing with clear recommendations for the selection, design, testing, and operation of the laboratory facility.

Room Pressurization Test

We will verify that air flows in the specified direction with respect to corridors. Results are documented for future reference and compliance. The differential pressure for rooms of high purity classifications is measured with a micro-manometer. Directional airflow at entry doorways and other passages for rooms of lower classification is analyzed by smoke generation. For Biosafety Labs, this service will include the verification of door alarms and status. The frequency of this service is itemized in the List of Maintained Equipment in this service agreement.

Test & Inspection Service

Through this service, Siemens will provide:

- An operational inspection of the identified hardware components supporting the identified critical spaces including air handling units, terminal units, temperature and humidity sensors, and differential pressure monitors.
- Testing of air flow, room pressurization, room temperature and humidity in critical spaces.
- Reporting of actual room conditions as compared to your hospital's operational policy for the critical spaces identified.
- Details on specific test results of systems and components including notification of in-range and out-of-range performance and deficiency notifications.

Compliance Reports and Documentation

This service aligns to select Joint Commission Environment of Care Elements of Performance standards noted below:

- EC.02.05.01: The hospital manages risks associated with its utility systems.
- EC.02.05.05: The hospital inspects, tests, and maintains utility systems.
- EC.04.01.01: The hospital collects information to monitor conditions in the environment.

Through this service Siemens will help you organize and manage compliance reports on your most critical spaces through the following:

- Utility System Equipment Testing
 - Selected utility system equipment and components of the system(s) will be tested and/or inspected for proper operation with results fully documented as pursuant to this Agreement so to identify any potential device and space non-compliance.
- Structured Test Reports
 - This service will provide detailed test and inspection reports based on select Joint Commission Elements of Performance and associated Standards.
- Test and Inspection Document and Issues Review
 - This service will assist you in reducing the time and cost incurred preparing for a TJC document review session so to help you demonstrate compliance with the respective Joint Commission Standards.

We will also provide a dedicated binder with our test and inspection reports, an annual delivery schedule, and related standards documentation. The binder will serve as an important reference tool during your next Life Safety Survey document review session.

Quality Assurance and Compliance Review Meetings

As part of this service, Siemens will conduct periodic Quality Assurance and Compliance Review meetings to discuss overall service delivery, review completed test reports, review utility systems and maintenance activities improvement opportunities as well as discuss any recent regulatory compliance changes affecting

this service. These meetings are a key component to the success of this service while also supporting internal documentation requirements for your Environment of Care Committee, Safety Committee, internal survey preparation, and your next accreditation survey.

ANALYTICS & CLOUD SERVICES

Online Data Backup & Protection

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed-up information or data is lost from your system, Siemens will reload the information or data on-site or remotely, with your backup copy, within a specified time from notification. The frequency and Equipment to be included as part of this service is itemized in the List of Maintained Equipment.

HVAC System and Equipment Health

Optimize the health of the HVAC system and equipment using analytics to continuously monitor faults, critical issues, maintenance needs and potential energy savings, thus improving equipment and system performance.

CloudOps Core

This service utilizes data-driven analytics to test the operational performance of selected systems. This is achieved through the application of data analytics intended to identify issues. Often issues are identified that might otherwise go unnoticed. Using fault detection and diagnostics (FDD) we will assess the overall performance of your systems while helping to assist in the troubleshooting of recurring intermittent issues.

Some of the expected outcomes when implementing this service include:

- Operational Key Performance Indicators (KPIs) Reporting
- Data Visualization of system performance
- Mitigating risk of business and facility interruptions
- Minimizing the need for equipment visits until data suggest there is a fault
- Reporting system uptime and mitigating risks of shortened equipment lifecycle
- Monitoring historical environmental conditions and identifying improvements or negative trends to be addressed
- Analytics identifying potential deviation from normal operation through rule-based algorithms on selected systems and identified equipment
- Delivery of reports, through Siemens, at the frequency identified in the Maintained Equipment Table

Once systems, equipment, and spaces are included under this service offering, they are analyzed remotely and periodic reports are provided, helping to improve system reliability, enabling focused maintenance activities, and helping prioritize resolution of pending faults. This conditioned based maintenance approach not only supports a more advanced maintenance strategy, ultimately, building owners can be more proactive

and mitigate risks that manifest when systems, equipment, or spaces do not perform as designed.

Siemens will establish Key Performance Indicators (KPIs) aligned with your equipment, spaces, and goals. This service provides the transparency that many executives expect in today's data driven world. Results are always documented and shared through Navigator™ and other customer reporting platforms at the frequency specified in the Maintained Equipment Table

Siemens will implement CloudOps Core on equipment within your facility as specified by the Maintained Equipment Table.

To take advantage of CloudOps Core, cRSP and Navigator™ are recommended.

CloudOps Advanced

This service utilizes data-driven analytics to test the operational performance of selected systems and ensure that critical faults are addressed by our remote services team whenever possible. This is achieved through the application of data analytics intended to identify issues and a prioritization of faults based upon their impact on your operations and equipment. Often issues are identified that might otherwise go unnoticed and often they can be resolved remotely.

Using fault detection and diagnostics (FDD) we will assess the overall performance of your systems while assisting in the troubleshooting of recurring intermittent issues. The result is quicker response time to correct faults effecting the overall performance of your systems.

Siemens will leverage our highly skilled remote service specialists to either resolve issues rapidly or to provide a branch technician with the results of their initial troubleshooting. This reduces the time it will take to make repairs when an on-site professional is required.

Some of the expected outcomes when implementing this service include:

- Operational Key Performance Indicators (KPIs) Reporting
- Data Visualization of system performance
- Mitigation of risk of business and facility interruptions
- Minimizing the need for equipment visits until data suggest there is a fault
- Reporting system uptime and mitigate risks of shortened equipment lifecycle
- Monitoring historical environmental conditions and identifying improvements or negative trends to be addressed
- Analytics that help to identify potential deviation from normal operation through rule-based algorithms on selected systems and identified equipment
- Leveraging the Siemens Digital Service Center to help to remotely resolve common issues and optimize equipment performance with your consent when the option to do so is available
- Remotely interrogating the system to help to reduce the likelihood of misdiagnosing controls issues versus mechanical or design issues before dispatching the customer's or Siemens repair resources
- When issues are not resolved remotely, passing along troubleshooting efforts to help to reduce the time it takes to correct faults on site.
- Delivery of reports, through Siemens, at the frequency identified in the Maintained Equipment Table

CloudOps Advanced engages our remote experts to supplement your operational staff and our traditional building automation system controls service for improved proactive and condition-based services. We will help to optimize and help to enable precise system control for improved operation of both the building automation system and its peripheral controlled devices.

Once systems, equipment, and spaces are included under this service offering, they are analyzed remotely and periodic reports are provided, helping to improve system reliability, enabling focused maintenance activities, and helping prioritize resolution of pending faults. Furthermore, any critical faults are routed to a remote service specialist for troubleshooting and resolution. Even if the facility staff has not noticed the critical fault, we will seek to identify the fault and get to work correcting the issue. This conditioned based maintenance approach not only supports a more advanced maintenance strategy but, ultimately, building owners can be more proactive and mitigate risks that manifest when systems, equipment, or spaces do not perform as designed. Our remote service team helps augment your staff with advanced skills that many facilities struggle to find in the labor market today.

Siemens will establish Key Performance Indicators (KPIs) aligned with your equipment, spaces, and goals. This service provides the transparency that many executives expect in today's data driven world. Results are always documented and shared through Navigator™ and other customer reporting platforms at the frequency specified in the Maintained Equipment Table.

To take advantage of CloudOps Advanced, cRSP and Navigator™ are a pre-requisite.

CloudFIMs Core

This service uses performance data and trends from the building automation system to identify Facility Improvement Measures (FIMs) and to implement them remotely. By identifying and correcting schedule and programming issues, buildings can maintain an efficient and continuously optimized environment. Siemens Digital Service Center team can remotely help to identify faults as they relate to these FIMs and provide analysis to implement corrections.

The objective of the CloudFIMs Core digital service is to provide guided insight and data analytics on your building. Through this systematic data-driven approach this service can provide:

- Energy Key performance indicators (KPIs) Reporting
- Data Visualization of system performance
- Through Siemens analytics and data acquisition, near real time equipment performance can be compared to the intended system operations
- Analytics identify potential deviation from normal operation through rule-based algorithms on selected systems & identified equipment
- Can proactively identify energy efficiency improvements
- Can help to reduce total cost of building ownership
- delivery of reports, though Siemens, at the frequency identified in the Maintained Equipment Table
- Monitoring of historical environmental conditions and identify improvements or negative trends to be addressed

CloudFIMs Core focuses on common building efficiency issues and using the latest in building analytics.

CloudFIMs Core has been designed to show quick and high-impact energy savings results. CloudFIMs Core proactive services provide visibility into building performance by deploying analytics to help to track and help to report operational issues.

Siemens will establish key performance indicators (KPIs) aligned with your equipment, spaces, and goals.

Results are always documented and shared through Navigator™ and other customer reporting at the frequency specified in the Maintained Equipment Table.

To take advantage of CloudFIMs Core, cRSP and Navigator™ are recommended.

CloudFIMs Advanced

This service uses performance data and trends from the building automation system to identify Facility Improvement Measures (FIMs) and to implement them remotely. By identifying and correcting schedule and programming issues, buildings can maintain an efficient and continuously optimized environment. Siemens Digital Service Center team can remotely help to identify faults as they relate to these FIMs and provide analysis to implement corrections whenever possible.

The objective of the CloudFIMs Advanced digital service is to provide guided insight and data analytics on your building. Through this systematic data-driven approach this service can provide:

- Energy Key performance indicators (KPIs) Reporting
- Data Visualization of system performance
- Through Siemens analytics and data acquisition, near real time equipment performance can be compared to the intended system operations
- Analytics identify potential deviation from normal operation through rule-based algorithms on selected systems & identified equipment
- Can proactively identify energy efficiency improvements
- Can help to reduce total cost of building ownership
- Delivery of reports, through Siemens, at the frequency identified in the Maintained Equipment Table
- Monitoring of historical environmental conditions and identifying improvements or negative trends to be addressed
- Leveraging the Siemens Digital Service Center to remotely help to resolve common issues and help to optimize equipment performance with customer consent when the option to do so is available

CloudFIMs Advanced focuses on common building efficiency issues and takes proactive, corrective action remotely, where available, using the latest in building analytics. CloudFIMs Advanced has been designed to show the possibilities for quick, high-impact energy savings results and includes repairs that can be identified and diagnosed remotely. CloudFIMs Advanced proactive services provide visibility into building performance by deploying analytics to track and report operational issues, as well as track savings that result from remote corrections.

Additionally, Siemens will leverage the Siemens Digital Service Center to remotely help to resolve common issues and help to optimize equipment performance with customer consent when the option to do so is available.

Siemens will establish key performance indicators (KPIs) aligned with your equipment, spaces, and goals.

Results are always documented and shared through Navigator™.

Remote resolutions are implemented using Siemens common Remote Service Platform (cRSP) by our remote services team within the United States located Digital Service Center. The remote services team members are top tier control technicians, who implement the identified changes and fixes to identified faults and root causes, only after customer approval. Items not able to be resolved remotely will be brought to the owner's attention.

Siemens will implement CloudFIMs Advanced on equipment within your facility as specified by the Maintained Equipment Table in this Proposal.

To take advantage of CloudFIMs Advanced, cRSP and Navigator™ are a pre-requisite.

CloudOps Mechanical

CloudOps Mechanical utilizes data-driven analytics to test the operational performance of key selected system parameters. This is achieved through the application of data analytics intended to identify issues - often issues that might otherwise go unnoticed.

In addition, some of these analytics may identify and measure fault duration for more critical faults that have already negatively impacted the equipment or indoor environment. By assessing these more critical faults we can assist in troubleshooting intermittent issues and assessing the overall performance of your systems.

Through this approach we can augment your on-site staff and management with ongoing analysis of equipment performance, thereby freeing up resources and reducing the impact of issues such as employee turnover or retirement of deeply experienced system experts.

Some of the expected outcomes when implementing this service include:

- Critical equipment and High Priority environments have been jointly identified
- Data Visualization of system performance
- Mitigate risk of business and facility interruptions
- Minimize the need for equipment visits until data suggests there is a fault
- Report system uptime and mitigate risks of shortened equipment lifecycle
- Monitor historical environmental conditions and identify improvements or negative trends to be addressed
- Analytics identify potential deviation from normal operation through rule-based algorithms on selected systems & identified equipment
- Siemens will deliver reports on established KPIs below, at the frequency identified in the Maintained Equipment Table
- Operational Key Performance Indicators (KPIs) reporting

CloudOps Mechanical can supplement traditional building automation system controls services to help optimize and enable precise system operation of both the building automation system and its peripheral controlled devices.

Once systems, equipment, and spaces are included under this service offering, they are analyzed remotely and regular reports are provided, helping to improve system reliability, enable focused maintenance activities, and prioritizing resolution of pending faults. This conditioned-based maintenance approach not only supports a more advanced maintenance strategy, but ultimately, building owners can be more proactive and mitigate risks caused when systems, equipment, or spaces do not perform as desired

This service provides the transparency that many executives expect in today's data-driven world. Results are always documented and shared through Navigator and other customer reporting platforms at the frequency specified in the Maintained Equipment Table.

CloudOps Mechanical Clarifications:

- cRSP remote connectivity and data integration to the Navigator platform, if not already provided, will be included as part of this proposal.
- CloudOps Mechanical will in no way change the scope of any existing service agreements. Periodically, issues uncovered by the system that are included in an existing service agreement will be addressed by your service team under the direction of your Client Service Manager. For items not covered under any existing service agreement we will provide remediation under our time and material rates or under a proposal for more extensive work.
- CloudOps Mechanical may have a positive impact on energy efficiency, but these KPIs are not reported under this offering. Should you desire energy savings information, this is included under our CloudFIMs offering.

System Performance Monitoring

Through System Performance Monitoring, the Siemens Digital Service Center remotely monitors the Building Automation System's performance 24 hours per day, 365 days per year. Monitored systems include:

- **Critical points and alarms:** Limit violation alarm: Monitoring of operational parameters (e.g. temperature, air quality, humidity; Equipment, sensor failures); Detect usage changes (e.g. manual operation mode); Monitoring of frequency of events (event cluster)
- **Server:** Insight and Desigo CC Server: CPU – utilization; Hard disk space; RAM – utilization; Network bandwidth; Failure network interface; Heartbeat
- **Applications:** cRSP; Insight and Desigo CC Server, Clients, Periphery; Insight and Desigo CC PX Controller; Insight and Desigo CC Server: Communication failure (BACnet™) and Services / applications

In the event of an alarm condition at any of the designated monitored points or infrastructure, System Performance Monitoring initiates the alarm and associated response instruction to the Siemens Digital Service Center. When an alarm is received, Siemens specialists implement a customer specific response process.

Siemens will implement the required software protocols and service technology to enable performance of this service. The number of points and infrastructure to be monitored and managed, are itemized in the applicable Implementation Plan section in this Agreement.

This service supplements the Customer's staff in monitoring the facility with a focus on conditions that if not quickly recognized and resolved, could possibly result in significant damage to the facility and/or cause potential interruption of business. This service is not a guarantee against damage or business interruption from these conditions and does not insure against the same occurring. Instead, this service helps to provide problem detection and also helps to enable a timely response by the Customer's facility staff.

The System Performance Monitoring platform uptime target is 97% on an annual basis with an expectation of no more than 3% non-planned downtime.

Application Update

To assure your HVAC Control System meets your changing needs, Siemens will provide you with of applications engineering, to modify and/or add additional or updated points, code, control strategies, graphics, or applications. Hardware and hardware installation labor necessary to make these modifications or additions, is outside the scope of this service.

Activity Central as a Service

Activity Central is a cloud hosted, software-as-a-service ("SaaS") platform that provides access to an intuitive portal with a simple yet robust dashboard view that provides an organization with transparency and insight into its certain Building Automation System (BAS) alarms and faults. Activity Central can be easily embedded into standard operating procedures and can provide a dynamic real-time view which is capable of consolidating alarms and faults from multiple connected sites into a single interface. The Activity Central dashboard can be accessed from a browser, tablet, or mobile device. The pre-defined BAS alarms or faults are transmitted into Activity Central via email or Application Programming Interface (API) and transformed into a "ticket" that contains all of the relevant details. Customer Facility managers can then view each alarm or fault ticket, see documentation and take appropriate action. With Activity Central, the most relevant information is available to make informed decisions for triage and resolution, in order to help meet business goals. Over time, existing building management procedures can be optimized by building and viewing reports on performance metrics and other pre-defined KPIs.

OTHER (EV CHARGING & ELECTRICAL)

Building Services – Electrical

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens use the Proven Outcomes service approach to help you achieve the outcomes you expect.

Preventive Maintenance – Low Voltage Distribution

Depending on the options you choose, this Electrical Services Plan may include periodic inspections, preventative maintenance, predictive maintenance, emergency response and associated engineering services to keep your equipment in good operating condition, improve reliability and reduce the occurrence of unplanned forced outages. Optional premium services may include power quality analysis for reliability improvement, electrical safety training for OSHA regulatory compliance, power monitoring, remote monitoring services and Arc Flash hazard analysis.

Preventive Maintenance – Medium Voltage Distribution

Depending on the options you choose, this Electrical Services Plan may include periodic inspections, preventative maintenance, predictive maintenance, emergency response and associated engineering services to keep your equipment in good operating condition, improve reliability and reduce the occurrence of unplanned forced outages. Optional premium services may include power quality analysis for reliability improvement, electrical safety training for OSHA regulatory compliance, power monitoring, remote monitoring services and Arc Flash hazard analysis.

Preventive Maintenance – Power Monitoring Systems

Depending on the options you choose, this Electrical Services Plan may include periodic inspections, preventative maintenance, predictive maintenance, emergency response and associated engineering services to keep your equipment in good operating condition, improve reliability and reduce the occurrence of unplanned forced outages. Optional premium services may include power quality analysis for reliability improvement, electrical safety training for OSHA regulatory compliance, power monitoring, remote monitoring services and Arc Flash hazard analysis.

Test and Inspection

This service will provide you with a report on the status of the devices in the system, what portions of the in-scope system are either nonfunctioning or not functioning as designed, and the results of an end-to-end system test. The test and inspection service includes both visual inspection of the system devices and hardware to check for damage and proper electrical connections, and functional testing of the devices and the system as per the manufacturers' specification to document their compliance to operating and performance requirements. A written report will be provided, which notes this information as well as recommended corrective actions where appropriate. This service will help to ensure that you are aware of the current state of your devices and systems and what should be done to reduce any inherent or potential risks.

Spare Parts Inventory Management

Siemens will assess your repair parts requirements and provide a recommended inventory of required and frequently used replacement parts. Siemens will replenish these parts on an ongoing basis in order to provide you with an inventory of repair parts. Replacement parts not otherwise covered under this Agreement will be billed as inventory is replenished.

Quality Assurance

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Advantage Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

Transformer Oil Sampling/Testing

Oil Testing is a proven loss prevention technique which should be a part of any condition-based predictive maintenance program. This early warning service can allow facilities management to identify maintenance priorities, plan work assignment schedules, arrange for outside service, and order necessary parts and materials.

Preventive Maintenance – eMobility Car Charger

eMobility Services

Today, there are already more than one million electric vehicles on the road in North America—a number that's expected to surge to about 18 million by 2030 — helping us achieve a cleaner, more efficient world. In fact, more than 900 North American corporations, federal facilities, and many local municipalities have committed to reducing their overall carbon footprint and energy costs with smart technology – including electric vehicle (EV) fleets.

But charging electric vehicles must become as easy and convenient as refueling traditional vehicles, making intelligent EV charging infrastructure an essential feature of your smart building strategy. Siemens VersiCharge electric vehicle chargers provide reliable and fast EV charging with compact designs and custom installations.

Once you've determined that your smart building strategy depends on these systems, it's not enough to simply implement them. For example, integrating charging systems and infrastructure into your Desigo® CC building management system enables centralized command and control, visibility, scheduling, and a range of additional benefits for your smart building strategy—benefits that help you create the ideal experience for tenants and building occupants.

Perhaps just as important as offering this EV charging technology are the services that enable them to function as part of your smart building strategy while extending their lifecycle.

Preventative Maintenance

Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of EV Car Chargers included under this service are identified in the List of Maintained Equipment in this service agreement.

General Service Tasking:

- Enclosure – Inspections and verifications
- Power Wiring – inspections and testing
- Communications – verifications and testing
- Ethernet cable – inspections and testing

Cloud Service License – Connect Package

With the Connect Package you are provided with the Care Package (provided during installation) which includes technical support, device updates, driver onboarding, setup configuration, and a mobile app for monitoring and basic control for the year.

In addition users and owners are able to get a holistic view of the chargers they control along with an aggregated view of data gathered by those chargers. They also gain access to the Location Manager that shows where and how the chargers are being used, a Driver App, RFID setup for groups of chargers, and advanced remote diagnostics to give the charger owner more detailed information to manage the charging infrastructure.

Cloud Service License – Charge Package

With the Charge Package you are provided with the Care Package (provided during installation) which includes technical support, device updates, driver onboarding, setup configuration, and a mobile app for monitoring and basic control for the year.

In addition users and owners are able to get a holistic view of the chargers they control along with an aggregated view of data gathered by those chargers. They also gain access to the Location Manager that shows where and how the chargers are being used, a Driver App, RFID setup for groups of chargers, and advanced remote diagnostics to give the charger owner more detailed information to manage the charging infrastructure.

Also included are comprehensive financial and consumption reporting, billing, and payment management for owners. This package is perfect for collecting revenue from charging stations within areas for the general public, or at a workplace environment where fleet and employee charging times and rates are different.

The Charge package also enables charging stations to be seen and accessed within other charging networks. This allows public charging stations to be seen from other networks, when they are part of the Siemens Charge package solution, increasing visibility and usage.

Cloud Service License – Control Package

With the Control Package you are provided with the Care Package (provided during installation) which includes technical support, device updates, driver onboarding, setup configuration, and a mobile app for monitoring and basic control for the year.

In addition users and owners are able to get a holistic view of the chargers they control along with an aggregated view of data gathered by those chargers. They also gain access to the Location Manager that shows where and how the chargers are being used, a Driver App, RFID setup for groups of chargers, and advanced remote diagnostics to give the charger owner more detailed information to manage the charging infrastructure.

Also included are comprehensive financial and consumption reporting, billing, and payment management for owners. This package is perfect for collecting revenue from charging stations within areas for the general public, or at a workplace environment where fleet and employee charging times and rates are different.

The Control package also enables charging stations to be seen and accessed within other charging networks. This allows public charging stations to be seen from other networks, when they are part of the Siemens Charge or Control package solution, increasing visibility and usage.

As our premium package, the Control package provides cloud-based smart charging capabilities. The smart charging feature provides dynamic load management and maximum load control for situations where limited power is available for chargers or maximum demand constraints where tariffs are in place. This package allows peace of mind that power-sharing chargers are not exceeding equipment load, or that the facility's peak demand levels are not exceeded.

Low & Medium Voltage Cable Testing

In order to reduce the costs of downtime, in terms of both lost of productivity and need for equipment replacement, Siemens will perform preventative maintenance and testing as recommended by the equipment manufacturer and industry standards on the following covered equipment to ensure maximum uptime, efficient performance and a safe system environment. The attached associated tasking is an abbreviated summation of standard manufacturer tasking for your reference.

Thermographic Studies – Electrical

As a result of your request, we are pleased to offer this proposal for an INFRA-SCAN Thermographic Survey. This service offers a reliable and economical means of identifying potential maintenance problems without the necessity of scheduling shutdowns, as surveys are performed while the equipment is in operation.

The thermographic inspection equipment is not able to "see" through barriers and covers; these must be removed in most cases. In order to expedite this work, the maintenance personnel should remove the covers and back panels from the equipment to be surveyed well in advance of the thermographic inspection to permit uninterrupted scanning of equipment and maximum utilization of the service.

Our engineer will also identify and make recommendations on any equipment that their experience dictates needs further testing or maintenance. Upon completion of the inspection, a report will be issued identifying any problems found. The report will include digital photographs of the "hot spots" and recommendations as to possible remedies. Please note that digital photographs will only be provided for areas with "hot spots". **Siemens Responsibility:**

- Provide required safety equipment, and documentation upon request.
- Provide a report including findings upon completion of work.
- Insert other Siemens responsibilities as required here.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours, during scheduled visits.

Education Services

If delivered at Siemens Training Center

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training by a certified instructor from the Siemens Customer Training group will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at one of our national training facilities, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Skills Assessment

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. To properly provide the appropriate training to your staff, Siemens will perform an assessment of the current skill level of your staff pertaining to their use of the system within your facility. The results of this assessment will enable Siemens to recommend specific training which will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. Under this agreement we shall provide the stated number of hours of assessment time.

Manufacturing or Trade Affiliations and Partnerships

Confidential Information - Siemens can
provide upon specific request from
Participating Public Agency

Confidential Information - Siemens can
provide upon specific request from
Participating Public Agency

Confidential Information - Siemens can
provide upon specific request from
Participating Public Agency



CERTIFICATE



This is to certify that

Siemens Industry, Inc.

3617 Parkway Lane
Peachtree Corners, GA 30092
United States of America

with the organizational units/sites as listed in the annex

has implemented and maintains an **Environmental Management System**.

Scope:

The environmental activities and supporting processes associated with the design, manufacture and assembly of switchboards, power panels, low voltage switchgear, meter centers, load centers, panel boards, lighting controls, bus plugs, bus way, switches, metal stamping, painting and plastic parts molding. The central office, located in Peachtree Corners, provides oversight, administration and site management.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 14001 : 2015

Certificate registration no.	10014431 UM15
Date of original certification	2008-01-09
Date of revision	2020-12-10
Date of certification	2020-09-16
Valid until	2022-10-31



DQS Inc.

Brad McGuire
Managing Director





**Annex to certificate
Registration No. 10014431 UM15**

Siemens Industry, Inc.

3617 Parkway Lane
Peachtree Corners, GA 30092
United States of America

Location

Scope

10005416

**Siemens Industry, Inc.
501 Fountain Parkway
Grand Prairie, TX 75050
United States of America**

The environmental activities and supporting processes associated with the design, manufacture and assembly of switchboards, power panels and low-voltage switch gear and the procurement, manufacturing, final assembly and distribution of power circuit breakers, molded case circuit breakers and associated accessories and components and warehousing of components .

10005548

**Siemens Industry, Inc.
1320 Old Georgia Rd
Roebuck, SC 29376
United States of America**

The environmental activities and supporting processes associated with the design, manufacture, and assembly of bus way panel boards and lighting controls, the assembly of switchboards.

10010798

**Siemens ITESA
Av Aerojuez No. 7251
Parque Industrial Aerojuez
Ciudad Juarez, Chihuahua C.P. 32696
México**

The environmental activities and supporting processes associates with the manufacturing of meters, load center, bus plugs, switches assembly, etal stamping, painting, plating and plastic parts molding.

10014336

**Siemens Canada Limitée
1500, rue Janelle
Drummondville, PQ J2C 3E5
Canada**

Design and manufacturing of industrial and residential electrical equipment.

10014431

**Siemens Industry, Inc.
3617 Parkway Lane
Peachtree Corners, GA 30092
United States of America**

Peachtree Corners is the sight location of the IMS Central Office which provides oversight, administration, and site management.

SIEMENS AG (GROUP)

Germany | Manufacture of electric motors, generators, transformers and electricity distribution and control apparatus

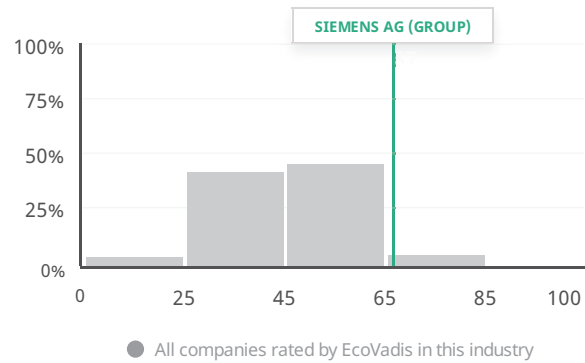
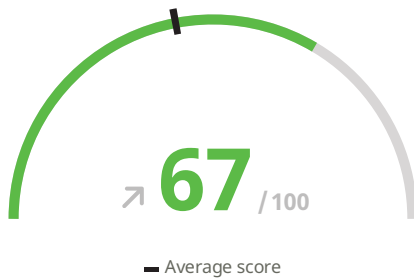
Publication date: 2 Jun 2022

Valid until: 2 Jun 2023

67 /100

92nd
percentile

Overall score distribution



HIGHLIGHTS

Overall score

SIEMENS AG (GROUP) is in the top **4%** of companies rated by EcoVadis in the Manufacture of electric motors, generators, transformers and electricity distribution and control apparatus industry.

Environment

SIEMENS AG (GROUP) is in the top **2%** of companies rated by EcoVadis in the Manufacture of electric motors, generators, transformers and electricity distribution and control apparatus industry.

Sustainable Procurement

SIEMENS AG (GROUP) is in the top **2%** of companies rated by EcoVadis in the Manufacture of electric motors, generators, transformers and electricity distribution and control apparatus industry.

Ethics

SIEMENS AG (GROUP) is in the top **22%** of companies rated by EcoVadis in the Manufacture of electric motors, generators, transformers and electricity distribution and control apparatus industry.



* You are receiving this score/medal based on the disclosed information and news resources available to EcoVadis at the time of assessment. Should any information or circumstances change materially during the period of the scorecard/medal validity, EcoVadis reserves the right to place the business' scorecard/medal on hold and, if considered appropriate, to re-assess and possibly issue a revised scorecard/medal.

SIEMENS AG (GROUP)

Germany | Manufacture of electric motors, generators, transformers and electricity distribution and control apparatus

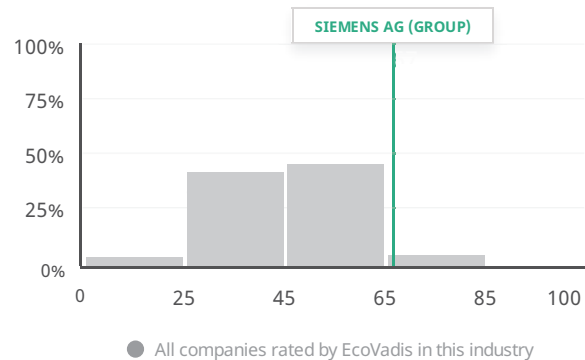
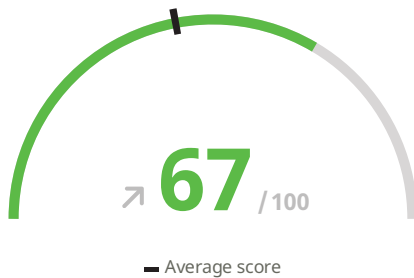
Publication date: 2 Jun 2022

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Overall score distribution



HIGHLIGHTS

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Sustainable Procurement

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Attachment M

Building Services

Introduction:

Siemens takes a data-driven, integrated approach to building services that are designed and delivered to help you achieve your business objectives. With our outcomes-based approach and a comprehensive portfolio of onsite and remote services, we are your trusted partner to create and implement a data-driven service program tailored specifically to help improve your business.

In addition to our local experts, an integrated team of IT, analysts and smart building experts are prepared to keep a digital eye on your space 24/7/365, identifying and prioritizing your building's needs using real-time performance data.

Our building services are designed to help you:

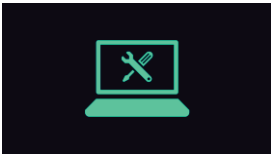
- Reduce costs
- Meet sustainability and regulatory requirements
- Optimize performance
- Enhance occupant experience
- Drive revenue and growth



Energy and sustainability

How to reduce energy costs and drive sustainability:

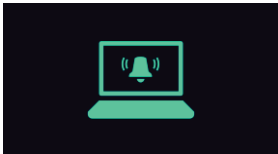
- Energy saving, compliance and standardization
- Reduced carbon footprint
- Use case: Optimize your environment with performance data



Asset maintenance

How to enhance operations and maintenance of your assets:

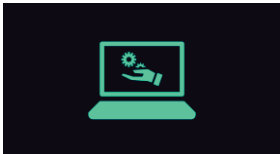
- Precise system control and optimization
- Reduction of operational cost
- Repair and maintenance
- Use case: Increase automation system reliability



Monitoring, reporting and event resolution

How to create transparencies to address event efficiently:

- Incident management
- Facility protection and safety
- Lifecycle management
- Use case: Increase uptime through critical events monitoring & response



Scalable managed services

Let us take responsibility to achieve your desired outcomes:

- Workforce optimization
- Budget consistency, energy management
- System assurance, smart buildings transparency
- Use case: Achieve precise building automation system control

Contact your Siemens Account Management Team for further details regarding any building services.



Building Automation Services

Optimizing your HVAC operations with a holistic service strategy to maintain occupant comfort and maximize productivity and energy efficiency.

[> Learn more](#)



Mechanical Services

Extends the life of mechanical equipment and maintains optimal performance for increased energy savings and occupant comfort.

[> Learn more](#)



Electrical Services

Ensures the reliability, uptime, performance, safety, and lifecycle management of the electrical systems infrastructure.

[> Learn more](#)



Fire Safety Services

Ensures critical systems are operating properly and are in compliance with local and national codes and industry specific requirements.

[> Learn more](#)



Security Services

Ensures systems are fully functional and optimized to provide protection of people, assets, and property with minimal business interruption.

[> Learn more](#)



Energy Services

Ensure buildings and infrastructure conserve energy, maximize efficiency, minimize operating costs and reduce environmental impact.

[> Learn more](#)



Digital Services

By using data to focus activities on the highest priorities, we help you optimize maintenance workflow and enhance staff productivity. With a comprehensive portfolio of digital services—including cloud-based technology, highly-trained building engineers and service technicians, and proven processes, Siemens helps your building reach new levels of performance. By continuously analyzing your facility's data, we gain new insights into building conditions and operations.

[> Learn more](#)

Contact your Siemens Account Management Team for further details regarding any building services.

Services that deliver the outcomes you want to achieve.

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



Manage System Operation & Compliance

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

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

Facility Assessment & Planning

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

Test & Inspection

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

Preventive Services

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

Documentation Management

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

Corrective Services

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



Optimize Performance & Productivity

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

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning

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

Predictive Services

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

System Improvements & Integration

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

Training & Operational Support

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

Managed Services

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



Protect Lifecycle Investment

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

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

Technology Planning

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

System Updates / Upgrades

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

System Migration / Modernization

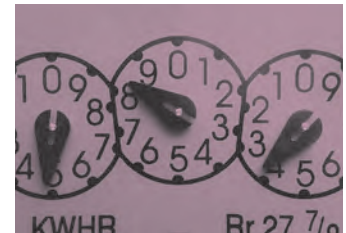
Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions

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

New Installation Services

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



Enhance Energy Management & Sustainability

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

Energy & Sustainability Master Planning

Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs

Energy Conservation

Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption

Energy Production & Storage

Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction

Energy Procurement

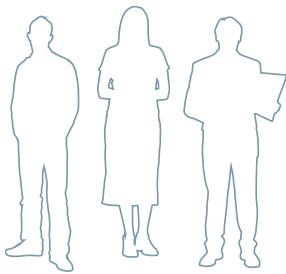
With advanced procurement technologies and beneficial contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty

Why Siemens? For the service you deserve.

With the challenges you face every day, you deserve a service provider able to deliver results through a robust and reliable program. With Advisory and Performance Services from Siemens, you have both. You can count on us as your single source for reliable service that ensures system operation, optimizes performance, and protects your facility investment, long-term.

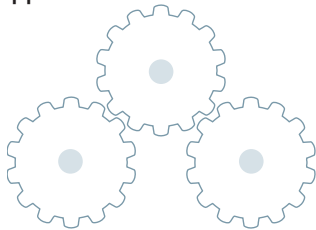
Through services from Siemens, you'll gain the peace of mind that comes from knowing your building is in the right hands. Only Siemens offers the proven combination of expertise, approach, and service delivery: working together to deliver the business outcomes you need.

Expertise



- An industry leader in building technologies for over 100 years, recognized for delivering service and technology innovations
- Expertise that is proven in the field with more than 30,000 service customers and the most highly trained professionals in the industry
- A single-source partner with a complete service portfolio and turnkey capabilities for immediate and long-term success
- Resolution of over 72% of calls received from customers with remote access capabilities, typically within 30 minutes

Integrated Approach



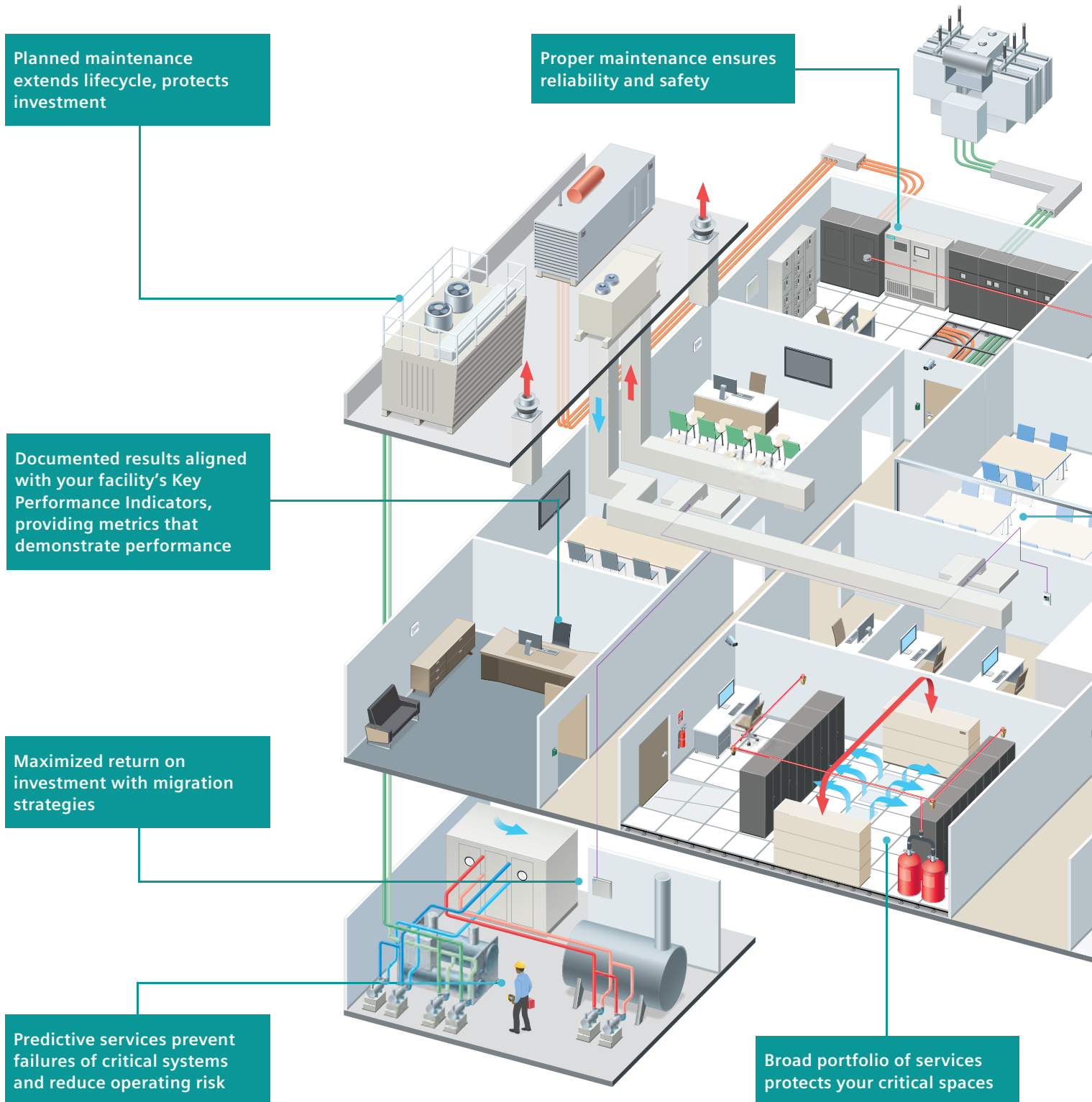
- A flexible, scalable approach that aligns services with your unique situation and business goals
- A tailored service program based on an integrated portfolio of services that delivers value throughout the lifecycle of your facility
- Regular reporting that demonstrates results and ensures achievement of your goals

Service Delivery



- More than 3,100 local service experts at 100+ offices in North America, committed to delivering world-class service
- Dedicated, experienced, and highly trained service professionals that know your systems and building codes
- Smart building and IT experts in our North American Digital Services Center
- Fully-staffed, state-of-the-art, North American Customer Service Center for 24/7 emergency remote response and technical support
- Certification of company-owned branch offices, proven workflow standards and processes for reliable service delivery
- A tradition of superior customer service, satisfaction, and loyalty

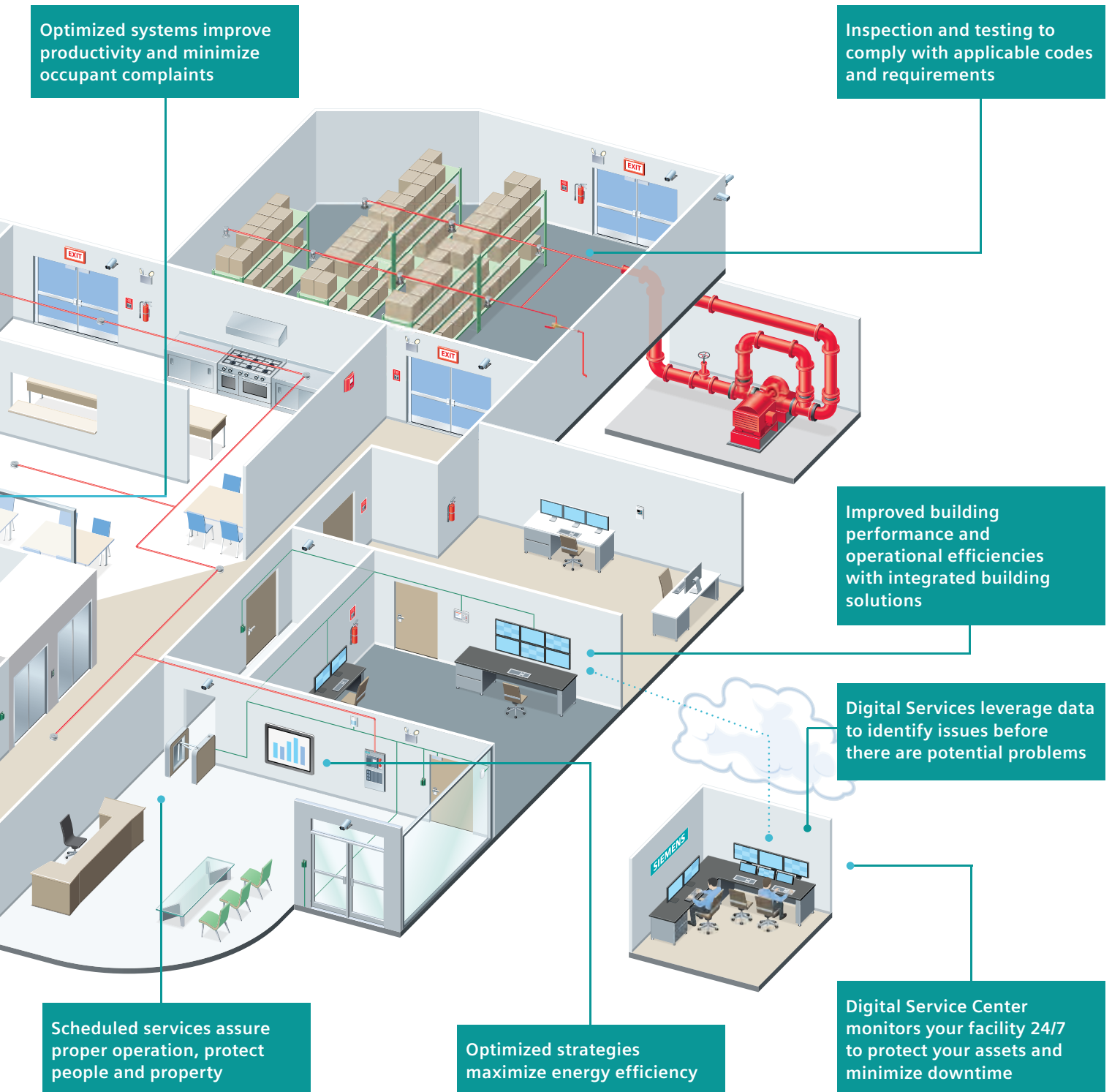
Siemens comprehensive service portfolio helps you achieve all of your service goals.



We know building systems inside and out. Through Advisory and Performance Services, you have access to more than 100 services that address every facet of your building. With a tailored approach, we apply our comprehensive service portfolio to meet your specific facility objectives and business goals.

We support systems from Siemens and other providers for:

- Building Automation
- Energy
- Mechanical
- Electrical
- Fire Safety
- Security





UC SYSTEMWIDE REQUEST for PROPOSAL (RFP)



Issued By: The Regents of the University of California
RFP ID: UC System-wide Building Management Systems RFP 002815
RFP Date: June 27, 2022
RFP Contact:

| |

The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.

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REQUEST FOR PROPOSAL (RFP) EVENT AND PROCESS SUMMARY

SECTION I: ORGANIZATIONAL CONTEXT

1.1 University of California

The University of California (UC), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to academic excellence in teaching, research, health care and public service. Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources, education and innovation for the public good. The UC has approximately 285,000 undergraduate and graduate students, a workforce of 216,000, and encompasses ten campuses, six academic health centers, four law schools, a statewide Division of Agriculture and Natural Resources and is also involved in the operation and management of three national laboratories for the U.S. Department of Energy (DOE), as further detailed herein:

- **Ten Campuses:** UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz.
- **Six Health Centers:** UC Davis, UC Irvine, UC Los Angeles, UC Riverside, UC San Diego, UC San Francisco.
- **The UC Office of the President:** a central systemwide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
- **The Division of Agriculture and Natural Resources:** a statewide research and public service organization that serves a large and diverse agricultural community. The division collaborates on research with all campuses and conducts studies at nine research and extension centers and on private land in cooperation with California producers. In addition, research and educational programs are conducted in each of the state's 58 counties.
- **UC Hastings College of Law**
- **Lawrence Berkeley National Lab:** owned by the Federal Government but managed by the University of California.
- Additional centers and offices as further detailed at:
<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>

Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

UC Procurement Services

UC Procurement Services is the centralized procurement/supply chain hub for the University of California. UC Procurement Services develops and implements systemwide supply chain strategies and policies that leverage UC's purchasing power to optimize systemwide spend.

UC Procurement Services coordinates with the entire UC system to establish systemwide agreements for goods and services that are commonly purchased at UC locations. UC systemwide agreements are created through a competitive RFP and award process that considers

the business requirements and policies of the University, along with the quality and price of goods and services.

UC Procurement Services also acts as a lead agency for OMNIA Partners (see Section 1.2 below) to create a portfolio of competitively bid contracts that benefit from the scale of UC's purchasing power. UC Procurement Services' broad range of contracts can be used by UC campuses, other higher education institutions, K-12 education systems, local and state government and nonprofit agencies nationwide.

UC Sustainable Practices Policy

The University of California, as part of its commitment to sustainability and in alignment with its mission of teaching, research and public service will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations, and laws. The UC values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, goods, services, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

i. **Corporate Social Responsibility (CSR) monitoring platform**

To better assess our supply chain impacts, we conduct assessments of our supplier's Corporate Social Responsibility (CSR) performance using the EcoVadis CSR monitoring platform (<https://www.ecovadis.com/>). This platform combines CSR assessment best practices and data management tools that allow organizations to demonstrate CSR management and performance. Suppliers responding to this RFP are invited to participate in an assessment through the EcoVadis platform. The supplier's acceptance and participation in this CSR assessment requires the company to agree to share their scorecard with UC. The CSR assessment of each supplier will be managed through the EcoVadis online platform, and will focus on four main themes: Environment, Labor Practices & Human Rights, Fair Business Practices and Sustainable Procurement.

ii. **Packaging Requirements**

Packaging for all products procured by UC must be designed, produced, and distributed to the end user in a sustainable manner. The UC requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) to be free of any intentionally introduced lead, cadmium, mercury, or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. Also, UC requires all packaging meet at least one of the criteria listed below:

- Uses bulk packaging
- Uses reusable packaging (e.g., totes reused by delivery service for next delivery)
- Uses innovative packaging to reduce the weight of packaging, reduce packaging waste, or utilizes packaging that is a component of the product
- Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#)
- Uses locally recyclable or certified compostable material.

The UC prohibits the sale, procurement, or distribution of expanded plastic foam materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids) in all packaging other than for medical or laboratory goods where there is no alternative.

iii. **Environmental Marketing Claims:**

The UC requires all sustainability related purchasing claims to be supported with UC recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the [Federal Trade Commission's \(FTC\) Green Guides](#) for the use of environmental marketing claims.

1.2 OMNIA Partners – National Program

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto as Exhibit C, or as otherwise agreed to. Exhibit A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibits A through G).

The University of California anticipates spending approximately \$130,000,000.00 over the full potential Master Agreement term for building automation systems equipment, services, and parts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of services and parts purchased under the Master Agreement through OMNIA Partners is approximately \$50,000,000.00. This projection is based on the current annual volumes among the other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made

available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

The goal of this RFP is to establish a national contract(s). If Supplier is unable to propose a national program due to conflicts with legal obligations or coverage area, Supplier may indicate so and propose a regional or direct solution. The UC will evaluate responses in their entirety, may require patronage fees for direct solutions and determine award based on the most advantageous proposal.

SECTION II: Purpose & Objectives of the RFP

2.1 RFP Objectives

The UC invites qualified and responsible Suppliers to prepare and submit proposals to this Request for Proposal (RFP) to acquire Building Automation Systems (BAS), HVAC, HVAC-R Equipment, Supplies and Services, pertaining to the components for configuration and in correlation of installation preventative maintenance, diagnostics, repairs, and replacements of a BAS, as well as for deferred maintenance programs (together, the "Goods and Services") all in accordance with Federal and State of California laws and the requirements of UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies across the country will be able to utilize.

The overall objective of this RFP is to 1) obtain the absolute lowest cost; 2) best value in configuration of BAS programs and services; and 3) establish a strategic sourcing partnership with selected manufacturer(s), authorized dealers, service suppliers, and small business partners. Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards. Qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to meet the needs of UC and national participating agencies most effectively.

Historically, UC systemwide annual spend for Building Management Systems has been approximately \$12,000,000.00 each year for the last two (2) fiscal years.

There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Supplier shall provide the best pricing for this RFP in Goods and/or Services.

2.2 Issuing Office and Communications Regarding the RFP

This RFP, and any subsequent addenda to it, is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. UC Procurement Services is also the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Suppliers are not permitted to communicate with any UC employee regarding this solicitation during the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below.

All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the Discussion Forum section of this RFP within CalUsource, the University of California supplier registration and sourcing web system as further detailed herein.

If a Supplier is found to be in violation of this provision, the UC reserves the right to disqualify that Supplier from further consideration.

SECTION III: SCOPE OF SERVICES

3.1 General Scope

Suppliers are requested to respond to the breadth of their capabilities and presenting proposals that can be offered to indicate their building management system programs, full range of services, and/or innovative solutions specifically for this contract.

Although this section reflects the needs and requirements of UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their Building Management System products and or services nationally. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the UC Agreement. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The following scope of work must be provided:

A. Service & Maintenance

Provide a definition of programs, scope of services and maintenance occurrence, along with pricing

- a) Preventative and Full Maintenance Contracts
- b) Scheduled Maintenance
- c) Emergency Services
- d) On-site
 - i. Inspection, cleaning, and adjustment of field control panels
 - ii. Calibration of sensor inputs and signal outputs
 - iii. Review of system internal diagnostics
 - iv. Diagnose existing control sequence
 - v. Troubleshooting and recommended repair of control system components
 - vi. System Configuration Database backups, archiving, and disaster recovery
 - vii. Review of historical trend data, sequences of operation, and alarms

B. Remote Monitoring

Provide the services offered for support of factory hardware & software.

- a) Emergency Troubleshooting and diagnostics provided remotely 24/7 service with 4hr emergency response time.
- b) Other

C. Deferred Maintenance Program

What type of program structure could be offered to streamline the various projects in timeline and in cost?

- a) Replace, upgrade, or modernize building automation controls of various HVAC equipment and parts, including but not limited to:
 - i. Central Station Controls
 - ii. Air Handler Controls
 - iii. DDC Systems
 - iv. Chiller Systems
 - v. HVAC Controls
 - vi. Laboratory Airflow Control Systems
 - vii. Networks and Software
 - viii. Other

D. BMS Professional Services

Specific to Design, Installation, Startup and Commissioning Services of a BMS system, provide a general communication plan to support existing Facilities Management teams with upcoming projects and/or new systems. Examples of Scope of Work are listed below. University of California guidelines for Facility & Maintenance and Construction bid communications are to remain in place.

As well, with regards to the communication plans described above, describe your firm's ability and process to provide backward compatibility,

- a) New Construction
- b) Turnkey Contracting
- c) Site Surveys
- d) Upgrade Controls
- e) Equipment Startups
- f) System Checkouts
- g) Control Verifications
- h) Commissioning Retrofits
- i) Applicable Software and Revisions
- j) Other

E. Warranty Services

BAS may be on original warranty service programs. What can be offered to transition or augment current warranty programs? For new warranty programs what is the general outline of what may be offered?

- a) Extended Parts & Labor
- b) New Warranty Programs
- c) Other Warranty Services
- d) Proposed Penalties for Delayed Response and/or Start-up
- e) Assumed Systems Warranty Programs

F. Professional Services – Hourly Rates

Provide brief description, credentials, and hourly labor costs. Include any differing rates by region/state as applicable.

- a) Design Engineering
- b) Engineering
- c) Drafting
- d) Network Architect
- e) Project Manager
- f) Commissioning Specialist/Agent
- g) Training Specialist (on site or remote)
- h) Fire Alarm Systems Engineer
- i) Fire Alarm Technician
- j) HVAC Technician
- k) Electrical Technician
- l) Programmer
- m) Other

G. Other Services/ Utility Meters

Where applicable provide standard programs & services associated with these controls.

- a) Energy Management Systems
- b) HVAC Systems
- c) Air Handling Units, local thermostats
- d) Boilers & Water Heaters
- e) Pumps
- f) Chillers. Water, Air, or Hybrid
- g) Variable Frequency Drives. AC Motor, Controller
- h) Fire Alarm Services
- i) Utility Meters
- j) Security and CCTV
- k) Lighting Controls
- l) Laboratory Airflow Control Systems
- m) Analytics System
- n) Cloud Based Services
- o) Other

H. Manufacturing or Trade Affiliations

As your company may have acquired other affiliate companies to your portfolio and/or have created preferred partnership agreements with other manufacturers, provide a list of general BMS/BAS equipment or parts in which your company would be able to provide discount pricing.

I. Digital Pricing Systems

Indicate if your company along with your manufacturing partners have an existing digital pricing catalog or platform that may be used to create quotes or purchase orders. Provide responses to the E-commerce questionnaire.

J. Educational or Internship

Describe what your programs are for internship education and for industry trade training for our Facilities & Management or Construction staff. Provide responses to the Value Add Offering questionnaire.

K. Vendor Proposed Programs

What programs are you able to offer in this Contract? Example programs may be i.e., Rebate initiatives; Utility Programs; Consulting Programs; etc. Provide responses to the Value Add Offering Questionnaire, Q8.

Several UC campuses have enabled e-commerce using hosted catalogs and punch-outs. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis but must adhere to UC systemwide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the [UC Sustainable Procurement Guidelines](#), in both hosted and punch-out catalog e-procurement environments, where enabled.

Although this section reflects the needs and requirements of UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their building management system of goods and/or services] nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

UC also recognizes that information technologies and services are rapidly evolving and advancing, and that Suppliers may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, UC desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at UC's sole and absolute discretion.

3.2 Agreement Term

The term of the Agreement shall commence upon execution of the Agreement and will be for a period of five years (the "Initial Term") with five optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of ten years. Category discounts shall remain firm for the Initial Term and all Renewal Terms of any Agreement which may be awarded pursuant to this RFP. All pricing must be verifiable and auditable from the date of the contract award. The Supplier shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed 10 years. Any local agreements, project agreements, or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Supplier and Participating Public Agency.

SECTION IV: RFP REQUIREMENTS & PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 Timeline

Suppliers interested in submitting proposals in response to this RFP should do so according to the schedule in the Timelines section in the CalUsource portal, tabulated below. A Supplier may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC.

RFP Activity	Date
RFP Issuance	June 27, 2022
Pre-Proposal Conference – 10:00AM PT	July 6, 2022
Supplier Questions and Clarifications	July 18, 2022
UC Response to Supplier Questions	July 26, 2022
RFP Response Due - 5:00PM PT	August 11, 2022

The UC reserves the right to modify the above schedule of events in the Timelines section for this RFP in the CalUsource portal and make changes to other provisions in this RFP.

4.2 Pre-proposal conference

A pre-proposal virtual conference will be held on Wednesday, July 6th at 10am via Zoom.

The purpose of this conference will be to clarify the contents of this RFP to prevent any misunderstanding of the RFP, as well as provide Suppliers the opportunity to ask questions about the RFP, OMNIA program, and UC's requirements. Attendance at the pre-proposal conference is highly recommended for Suppliers who intend to submit a proposal. Attendance at the conference is limited to two representatives from each participating company. Please contact the RFP Commodity Manager by email for Zoom meeting instructions. Any changes to the pre-proposal conference call requirements are at the sole discretion of the University.

4.3 Intent to Respond to RFP

Suppliers must confirm their intent to respond to this RFP by confirming their participation in CalUsource.

4.4 Addenda to the RFP

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by UC via the CalUsource portal. Any addenda to this RFP will be distributed to all participating Suppliers via the CalUsource portal. The UC will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda will become part of the RFP.

4.5. Method of Submission

Proposals in response to this RFP must be submitted online using CalUsource **no later than the time and due date stated in the Timelines section in CalUsource portal.** No mailed, telephone, emailed, facsimiled, or late proposals will be considered.

Responses will take time to enter into the CalUsource portal. It is highly recommended that Suppliers review the [Supplier Resources](https://CalUsource.net/supplier-resources/) at <https://CalUsource.net/supplier-resources/> for guidance on how to navigate and use CalUsource. Supplier's inability to enter their response into the CalUsource portal will not be accepted as a reason for a late response.

For questions about CalUsource, please contact UC Procurement Support at support@ucprocure.zendesk.com. For technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.

4.6 Proposal Submission Process

Suppliers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Price Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Suppliers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Supplier's eligibility to participate in future UC business.

4.6.1 Guidelines

This is a prerequisite section for accessing the complete RFP package. Suppliers must read and follow the instructions for each of the following Guidelines documents.

- 1) RFP Event and Process Summary
- 2) Purchasing Agreement
- 3) UC Terms and Conditions of Purchase
- 4) NDA
- 5) Supplier Bidding Guide for CalUsource
- 6) UC Required Supplier Information
- 7) UC Appendix – Data Security and Privacy
- 8) OMNIA Partners Exhibit A, F, & G require acknowledgement. Exhibits B – E, & H for reference.

4.6.2 Questionnaires

This section contains a set of questionnaires, and Suppliers are required to respond to all questionnaires listed below. Your responses will be evaluated and graded.

- 1) Company Profile and Capabilities
- 2) UC Sustainability
- 3) Product and Services Pricing
- 4) UC E-Commerce for Goods
- 5) IT Security
- 6) Value Add Offering

4.6.3 Attachments

Attachments will not be accepted unless requested by UC. For Questions requiring attachments requested by UC, please label the attachments with your company name so evaluators can easily find the referenced attachment. Attachment Naming Convention example is provided below:

Questionnaire title_ Q #
E.g. Supplier Information_Q#3

4.7 Superfluous Materials

Supplier must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.

4.8 Collusion

Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, all proposals involved in the collusive action will be rejected.

4.9 Late Proposals

Late proposals will not be accepted unless it is UC's determination that UC's technical issues or other similar issues are responsible for the delay or failure.

4.10 Supplier Questions

Each Supplier is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to determine whether additional clarification is necessary or desirable before responding. If there are discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource "Discussion Forum" by the stated deadline. Responses to individual Supplier questions will be made available via the CalUsource "Discussion Forum" to all Suppliers that confirm their intent to participate in this RFP.

4.11 Proposal Preparation Costs

All costs incurred in the preparation and submission of the proposals and related documentation, including Supplier's presentations, interviews, demonstrations, and provision of the Services to UC for independent testing purposes, will be borne by the Supplier.

4.12 Proposal Validity Period

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.

4.13 Errors and Omissions

If the Supplier discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Suppliers who have access to this RFP. No Supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UC was not notified, and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal.

4.14 General Conditions

Please note the following requirements regarding this RFP:

- 4.14.1 Information and data distributed from UC to participating suppliers is to be used by the supplier solely for the purposes of responding to this RFP and cannot be used for any other purpose.
- 4.14.2 The initial proposals will be considered binding. Financial negotiations will continue throughout the evaluation process; however, suppliers' original financial proposals are binding.
- 4.14.3 Additional information may be solicited and accepted during the evaluation process. Modifications or corrections of oversights to the original proposal may be allowed at UC's sole discretion; however, UC cannot guarantee that revised proposal elements will be accepted.
- 4.14.4 Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RFP.

4.15 OEM & VAR Partnership

It is UC's strong preference to do business directly with the Original Equipment Manufacturer (OEM). However, if an OEM is unable to offer a direct sales model, then UC will consider responses submitted in partnership with partners/resellers.

In the event the OEM does not have a direct sales model, the RFP response submitted as a partnership must:

- Execute the OEM/Partner Joint Certification signed by both parties identifying the parties by name and confirming their partnership and both parties' accountability for the RFP response including, but not limited to, acceptance of all RFP Guidelines in CalUsource. Attach as part of your response to Question 1 in the Supplier Information Questionnaire.
- For each RFP question, include: 1) A response from the pertinent party ("OEM" or "Partner" or both); and 2) Identify the party providing the portion of the response to the question by labeling as "OEM" or "Partner".

For RFP responses in which an OEM collaborates with a partner, if awarded as a result of this RFP, then UC will require a direct underlying Agreement with both the OEM and the partner.

4.16 OMNIA Partners Response for National Cooperative contract

4.16.1 Line of Business (LOB) Offering

Within the National Program, each Supplier awarded an item under this solicitation may offer their complete product and service offering / Line of Business (LOB). Pricing for complete product and service offering / LOB items will be determined by a percentage discount reduced from the Supplier's current published MSRP (as defined in the RFP). The pricing percentage discount offered must be entered on the LOB in the applicable price sheet(s) in the Supplier's response. The Participating Agency reserves the right to accept or reject any or all LOB items offered. Additionally, The University of California reserves the right to either accept or reject either the full or a partial product offering of LOB items for use within the UC system from awarded suppliers.

4.16.2 Federal Funds

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include 'cost plus a percentage of cost' or pricing based on time and materials. If time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. For goods and services provided in a situation where an agency is eligible for federal funding, Supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to, the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

4.16.3 Special Offers and/or Promotions

In addition to decreasing prices for the balance of the Agreement term due to a change in market conditions, Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

4.16.4 **Exhibit A- Response for National Cooperative contract**

Include a detailed response to Exhibit A – OMNIA Partners Response for National Cooperative Contract included in the OMNIA Questionnaire. Responses should highlight experience, demonstrate a strong national presence, and describe how Supplier will educate its national sales force about the contract. Supplier should also describe how products and services will be distributed nationwide and include a plan for marketing the products and services nationwide, as well as describe how volume will be tracked and reported to OMNIA Partners.

The successful Supplier will be required to sign Exhibit B – OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement

SECTION V: PROPOSAL EVALUATION AND AGREEMENT AWARD**5.1 Most Responsive and Responsible Supplier**

Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Supplier(s) whose proposal, in UC's opinion, offers the greatest benefit to UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive and responsible Supplier is one whose offer satisfies the requirements of this RFP, is considered capable of performing, and is otherwise eligible and qualified to perform in the manner stated in this RFP.

5.2 Best Value

Proposals will be evaluated by the UC using a Best Value evaluation methodology which is the most advantageous balance of price, quality, service, performance and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by the following objective performance criteria that may include technical capabilities, financial capabilities, past experience, quality control, price, life-cycle costs, sustainable offerings and practices, supplier diversity and National program requirements. The UC Evaluation team will examine each proposal to determine through the application of uniform criteria the ability of each Supplier to meet the UC's specifications. For the purposes of this RFP, Supplier responses will be evaluated using the following criteria:

Criteria	Weight
Company Profile and Capabilities	20
UC Sustainability	15
Product and Services Pricing	25
U E-Commerce for Goods	5
IT – Security Questionnaire	15
Value Add Offering	20

5.3 Investigations

The UC may request additional information either from the Supplier or others, utilize site visits, Supplier presentations, interviews, sandbox testing, and make any other investigations as it deems necessary to verify the Supplier's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports or similar independent reports for further indications of the Supplier's ability.

5.4 Right to Reject

The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Supplier is unable to provide the information or documentation within the period requested. Any submitted proposal that does fails to comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.

5.5 Waiver

The UC may waive irregularities in a proposal if UC judges that such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Supplier from full compliance with the RFP specifications in the event the Agreement is awarded to that Supplier.

5.6 Right to Award

The UC reserves the right to award an Agreement to Supplier(s) if deemed to be in the best interests of UC, solely at the discretion of UC. The UC reserves the right to accept or reject any or all proposals, make more than one award, split the award or make no award. The UC also reserves the right to award any number of local or national Agreement(s) at the same time.

5.7 Agreement Award

Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as the contents of the proposal response as accepted by UC and will be in writing.

5.8 Right to Interview

The UC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, UC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the response.

5.9 Right to Negotiate and Withdraw

The UC's selection may be made based on initial proposals or UC may elect to negotiate with Suppliers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Supplier offering the best value to the UC prior to the execution of an Agreement. Additionally, UC reserves the right to withdraw this RFP at any time.

5.10 Multi-Phased Initiative

This Initiative will consist of the following separate phases:

5.10.1 Phase I: Prerequisites

Supplier must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines section in CalUSource before advancing in the proposal process.

5.10.2 Phase II: Selection of Finalists

Finalists will be identified based on the quality and responsiveness of the written proposals.

5.10.3 Phase III: Finalist Presentations (at UC discretion)

a. The identified finalists resulting from Phase II will advance to Phase III.

b. Suppliers may be requested to conduct a virtual presentation to demonstrate Suppliers' ability to provide the Services. However, UC may determine that presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for any costs associated with the Phase III process.

5.11 Pricing and Incentives

5.11.1 Pricing for Goods and Services is being requested within Product and Services Pricing – Questionnaire to this RFP and is to be completed and uploaded within the Products Pricing CalUSource Section.

5.11.2 Pricing/Discount Structures resulting from this RFP process shall remain firm for the initial period of any Agreement awarded pursuant to this RFP. Suppliers are encouraged to provide details of and propose additional discounts for volume orders, special

manufacturer offers, minimum order quantity, free goods program, total annual spend, etc.

5.12 No Mandatory Use

Supplier is advised that there is no mandatory use policy at the University of California for Agreements. Thus, UC does not guarantee any specific amount of business forthcoming from this RFP. A winning Supplier may still see competition at any given UC location for any given Service. However, by providing outstanding prices, service, and the best overall total cost and quality to UC systemwide, the winning Supplier is expected to garner a large percentage of total available UC business.

5.13 Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing Agreements with other Suppliers or may be outside the scope of this RFP and may not be included in any awarded contract or may be included on a limited basis.

5.14 Offshoring of Services

UC will not, as a part of a contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agrees to the warranties in Article 6 of UC's Terms & Conditions of Purchase. Additionally, Supplier must do one of the following in its proposal:

- 5.14.1 Certify under penalty of perjury that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
- 5.14.2 Describe in its proposal any parts of the services that will be performed by workers outside of the United States.

5.15 Disclosure of Records/Confidentiality of Information

- 5.15.1 All Proposal responses and related documents, submitted to UC in response to this RFP become the exclusive property of UC upon receipt and will not be returned.
- 5.15.2 Proposal response(s), which are incorporated into any resulting Agreement(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, will be kept for a period of one (1) year from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."
- 5.15.3 Should a request be made of the University of California for access to information designated confidential or trade secret by the Supplier, and UC denies the request based on that designation, the Supplier may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.16 Specifications and Exceptions

Unless documented as an Exception, the submission of a proposal will confirm Supplier's acceptance of all RFP specifications. In documenting an Exception to the RFP specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFP specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard

ATTACHMENT A
EXHIBIT A

catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFP specifications. If Supplier does not document an Exception regarding the RFP specifications and it is found that goods and/or services delivered do not meet the RFP specifications, Supplier will be required to correct same at Supplier's expense. Supplier is cautioned that if UC does not approve Supplier's request for exception to the RFP specifications, and Supplier does not withdraw the request, the proposal may be deemed non-responsive and ineligible for award.

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN 37067

Account Number: 600131948
Order Number: 0004212334
Order Invoice Text: Building Management

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

06-27-2022



06/27/2022

Denise R. LaCoppola

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Sworn to before me, this

27

day of

June

2022



Notary Public
Albany County

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at:
<http://www.universityofcalifornia.edu/>

ATTACHMENT A EXHIBIT A

VIRTUAL PRE-PROPOSAL CONFERENCE: Wednesday, July 6, 2022, 10:00 am local time.
See RFP for more details.

PROPOSAL DUE DATE:
AUGUST 11th, BEFORE 5:00 PM LOCAL TIME. CONTACT: Marilyn Biscotti, Senior Commodity
Manager, 510-587-6095 or Marilyn.biscotti@ucop.edu.

TU1t 4212334

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

**OMNIA PARTNERS
840 CRESCENT CENTRE DR # 600
FRANKLIN, TN 37067-4687**

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Pub: June 30, 2022

This is not an invoice

Order # 0005312001 # of Affidavits 1

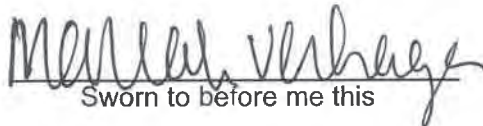
P.O #

Issues Dated:

06/30/22

STATE OF WISCONSIN }
COUNTY OF BROWN } SS.

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.


Sworn to before me this

30 TH day of
JUNE 2022

Notary Public

My Commission expires: 1-7-25

KATHLEEN ALLEN
Notary Public
State of Wisconsin

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910



PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

OMNIA Partners
OMNIA Partners
840 Crescent Centre Dr #600
Franklin, TN 37067

ACCOUNT NUMBER

56342

ACCOUNT NAME

OMNIA Partners

TELEPHONE

615-786-1149

ORDER #

DN0016852

CUSTOMER REFERENCE NUMBER

RFP NO. 002815

CAPTION

REQUEST FOR PROPOSALS The University of California,
Office of the President is requesting proposals from qualified and
experienced firms to provide Building Management Systems (RFP
No. 002815).

TOTAL COST

\$39.29

REQUEST FOR PROPOSALS

The University of California, Office of
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LOCAL TIME. CONTACT: Marilyn
Biscotti, Senior Commodity Manag-
er, 510-587-6095 or Marilyn.biscotti@ucop.edu.
DN0016852

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF
LEGAL NOTICE FOR OMNIA PARTNERS WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENG-
LISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE
OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND
REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 07/01/2022

DATE 07/05/2022

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 5th DAY OF JULY IN THE YEAR 2022

BY KARYN VIGIL

SIGNATURE


NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

BUILDING MANAGEMENT SYSTEMS

University of California; Bid Location San Diego County; Due 08/11/2022 at 05:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

6/27/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **27th** DAY OF **June, 2022**

Nick Bjork

Notary Public-State of Oregon



UNIVERSITY OF CALIFORNIA
BUILDING MANAGEMENT SYSTEMS
Proposals due 5:00 pm
August 11, 2022

REQUEST FOR PROPOSALS

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

VIRTUAL PRE-PROPOSAL CONFERENCE: Wednesday, July 6, 2022, 10:00 am local time. See RFP for more details.

PROPOSAL DUE DATE:

AUGUST 11th, BEFORE 5:00 PM LOCAL TIME. CONTACT: Marilyn Biscotti, Senior Commodity Manager, 510-587-6095 or Marilyn.biscotti@ucop.edu.

Published Jun. 27, 2022. 12131983

Susan Passman
Omnia Partners
840 Crescent Centre Dr Ste 600
Franklin, TN 37067-4687

Order No.: 12131983
Client Reference No:

*** Proof of Publication ***

ATTACHMENT A
EXHIBIT A

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

OMNIA Partners
Susan Passman
840 Crescent Centre Dr Suite 600
Franklin, TN 37067

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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June 29, 2022 #112614 **MAXLP**

ORDER NUMBER 112614

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The Helena Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the Advertisements thereof.

Mark below if certification for the State of Montana

I hereby certify that I have read sec. 18-7-204 and 18-7-205, MCA, and subsequent revisions, and declare that the price or rate charged the State of Montana for the publication for which claim is made in printed copy in the amount of \$_____ is not in excess of the minimum rate charged any other advertiser for publication of advertisement, set in the same size type and published for the same number of insertions, further certify that this claim is correct and just in all respects, and that payment or credit has not been received.

Mandy Schilling
STATE OF MONTANA
County of Lewis & Clark

On this day of JUNE 29, 2022 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mandy Schilling known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Section: Legal

Category: 0701 Legals Helena

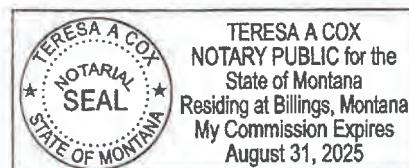
PUBLISHED ON: 06/29/2022

TOTAL AD COST: 62.92

FILED ON: 6/29/2022

Teresa A Cox
NOTARY PUBLIC for the State of Montana
Residing at Billings, MT

My commission expires: 8/31/2025



Certificate of the Publisher

The Herald-News

Description: RFP 002815
1995017
RFP 002815

OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067

Shaw Media certifies that it is the publisher of The Herald-News.
The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 06/27/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 27th day of June, A.D. 2022

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037

Amount \$72.92

PUBLIC NOTICE

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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PROPOSAL DUE DATE: AUGUST 11th, BEFORE 5:00 PM LOCAL TIME.

CONTACT: Marilyn Biscotti, Senior Commodity Manager, 510-587-6095 or Marilyn.biscotti@ucop.edu.

(Published in Herald-News June 27, 2022) 1995017

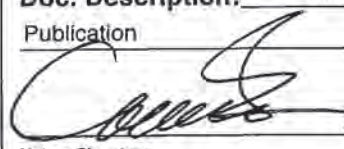
AFFIDAVIT OF PUBLICATION

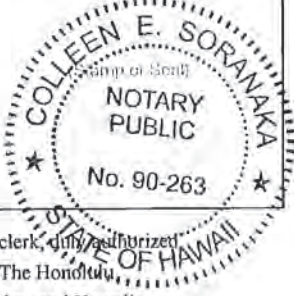
IN THE MATTER OF
(RFP No. 002815) Building Management Systems

STATE OF HAWAII

} SS.

City and County of Honolulu

Doc. Date:	<u>JUN 27 2022</u>	# Pages:	<u>1</u>
Notary Name:	<u>COLLEEN E. SORANAKA</u>	First Judicial Circuit	
Doc. Description:	<u>Affidavit of Publication</u>		
	<u>JUN 27 2022</u>		
Notary Signature	Date		



The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

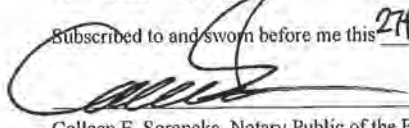
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AUGUST 11th, BEFORE 5:00 PM LOCAL TIME.
CONTACT: Marilyn Biscotti, Senior Commodity Manager,
510-587-6095 or Marilyn.biscotti@ucop.edu.
(SA1376906 6/27/22)

Lisa Sakakida being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:06/27/2022MidWeek 0 times on:The Garden Island 0 times on:Hawaii Tribune-Herald 0 times on:West Hawaii Today 0 times on:Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.


Lisa SakakidaSubscribed to and sworn before me this 27th day of June A.D. 20 22
Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2024

Ad # 0001376906



ICSP NO.: _____



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

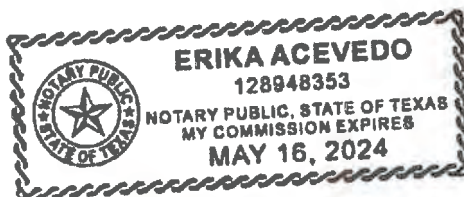
OMNIA PARTNERS
RAN A LEGAL NOTICE
SIZE BEING: 1 x24 L

0034210283

Product	Date	Class	Page
HCN Cypress Creek Champions	Jun 29 2022	Bids and Proposals	A 11
HCN Cypress Creek Cypress	Jun 29 2022	Bids and Proposals	
HCN Tomball Potpourri	Jun 29 2022	Bids and Proposals	
HCN Cypress Creek Champions	Jul 6 2022	Bids and Proposals	A 9
HCN Cypress Creek Cypress	Jul 6 2022	Bids and Proposals	
HCN Tomball Potpourri	Jul 6 2022	Bids and Proposals	

Victoria Bond & R Clark
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 6th Day of July A.D. 2022



Erika Acevedo
Notary Public in and for the State of Texas


The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

VIRTUAL PRE-PROPOSAL CONFERENCE:
Wednesday, July 6, 2022, 10:00 am local time. See RFP for more details.

PROPOSAL DUE DATE:
AUGUST 11th, BEFORE 5:00 PM LOCAL TIME. CONTACT: Marilyn Biscotti, Senior Commodity Manager, 510-587-6095 or Marilyn.biscotti@ucop.edu.

STATE OF MAINE

County of Kennebec
City of AUGUSTA

Being duly sworn, says he/she is Dawn Tatum 
Of the Kennebec Journal/Morning Sentinel, daily newspapers in the City of Augusta /
Waterville, State of MAINE:

PUBLIC NOTICE:

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Has been published in the said Kennebec Journal:

06/28/22, 06/29/22, 06/30/22

Has been published in the said Morning Sentinel:

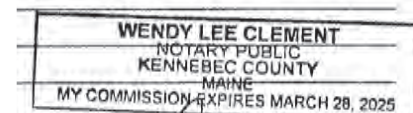
06/28/22, 06/29/22, 06/30/22

Subscribed and sworn before me this:

06/30/22

Wendy Lee Clement

My Commission Expires



Name OMNIA Partners
Caption: Racine County, Wisconsin
Ad Number 0362564



AFFIDAVIT OF PUBLICATION

**ATTACHMENT A
EXHIBIT A**

STATE OF NEVADA)
COUNTY OF CLARK) SS:

**OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067**

**Account # 191420
Ad Number 0001197527**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 06/27/2022 to 06/27/2022, on the following days:

06 / 27 / 22

REQUEST FOR PROPOSALS

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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LOCAL TIME.

CONTACT:
Marilyn Biscotti, Senior
Commodity Manager,
510-587-6095 or
Marilyn.biscotti@ucop.edu.

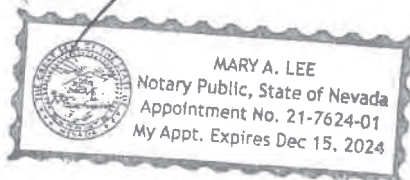
PUB: June 27, 2022
LV Review-Journal

/S/

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 27th day of June, 2022

Notary



LOCALiQ

Observer-Dispatch
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Susan Passman
OMNIA Partners
840 Crescent Centre DR # 600
Franklin TN 37067-4687

STATE OF NEW JERSEY, COUNTY OF SUSSEX

The New Jersey Herald, a newspaper printed, published and of general circulation in the County of Sussex, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

06/28/2022

and that the fees charged are legal.
Sworn to and subscribed before on 06/28/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$19.20

Order No: 7452705

Customer No: 721509

PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



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(\$11.70) 6/28/2022

Richmond Times-Dispatch

Advertising Affidavit

ATTACHMENT A
EXHIBIT A

Account Number

6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

June 28, 2022

OMNIA PARTNERS
840 CRESCENT CENTRE DRIVE
SUITE 600
FRANKLIN, TN 37067

Date	Category	Description	Ad Size	Total Cost
07/06/2022	Propos-Sld Bids-RFP	The University of California, Office of the President is requestin	2 x 0 L	117.80

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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**Publisher of the
Richmond Times-Dispatch**

This is to certify that the attached The University of California was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:

06/27/2022

The First insertion being given ... 06/27/2022

Newspaper reference: 0001345841

Sworn to and subscribed before me this Tuesday, June 28, 2022

Notary Public

Billing Representative

State of Virginia
County of Hanover
My Commission expires

Richard A. Hundley
Notary Public
Commonwealth of Virginia
Notary Registration No. 7904041
Commission Exp. Jan 31, 2024

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

SUSAN PASSMAN
OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN - 37067

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 002815

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/27/2022, 07/05/2022

Executed on: 07/05/2022
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

* A 0 0 0 0 0 6 0 6 1 0 2 0 *

SB #: 3599295

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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SBS-3599295#

STATE OF WASHINGTON -- KING COUNTY

--SS.

407284

No.

OMNIA PARTNERS

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:BLDG MGMNT SYSTEMS

was published on

06/27/22

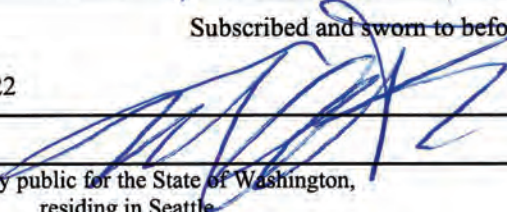
The amount of the fee charged for the foregoing publication is the sum of \$84.80.



Affidavit of Publication


Subscribed and sworn to before me on

06/27/2022


Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

University of California Building Management Systems

Proposals Due: August 11

The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide Building Management Systems (RFP No. 002815). In order to be considered, the Offeror must complete and submit a proposal to the University of California, Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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Date of publication in the Seattle Daily Journal of Commerce, June 27, 2022.

6/27(407284)

CAPITAL CITY PRESS

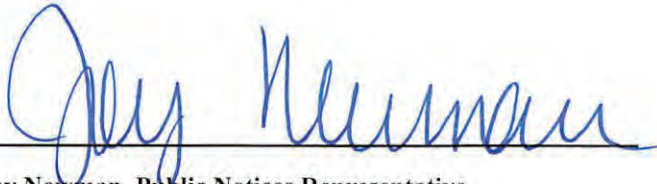
ATTACHMENT A
EXHIBIT A

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in
THE ADVOCATE, a daily newspaper of
general circulation published in Baton Rouge,
Louisiana, and the Official Journal of the
State of Louisiana, City of Baton Rouge, and
Parish of East Baton Rouge or published daily in
THE TIMES-PICAYUNE/
THE NEW ORLEANS ADVOCATE, in
New Orleans Louisiana, or published daily in
THE ACADIANA ADVOCATE in

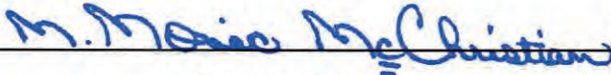
06/27/22



Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

6/27/22



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



OMNIA PARTNERS

82229

528 River Estates Pkwy
ATTN: SUSAN PASSMAN
Canton, GA 30115

PUBLIC NOTICE

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82229-Jun 27-Lt



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
85724	280870	Print Legal Ad - IPL0078475	RFP#002815	\$137.40	1	19 L

Attention: Susan Passman

OMNIA Partners
840 Crescent Centre Dr #600
Franklin, Tennessee 37067

REQUEST FOR PROPOSALS

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LOCAL TIME. CONTACT: Marilyn Biscotti,
Senior Commodity Manager, 510-587-6095
or Marilyn.biscotti@ucop.edu.
IPL0078475
Jun 27 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 06/27/2022

Ending Issue of: 06/27/2022

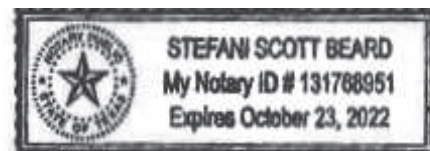
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 27th day of June in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

July 15, 2022

To Whom It May Concern:

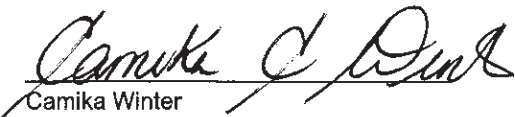
I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

The University of California (RFP No. 002815) public notice was published within said newspaper in the Public Notice Section of the on the following dates:

6/27/2022

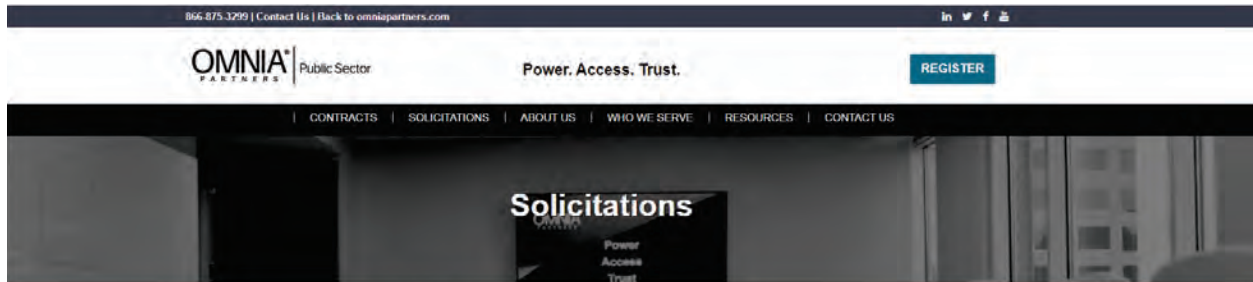

Anthony Pacini

On this the 15th day of July 2022, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.


Camika Winter
State of Florida
County of Pinellas

CAMIKA C WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2026
No. HH 253170

Web Postings



Home > Solicitations > View Solicitations

SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

Current Solicitations

Software Marketplace including Cloud Services

UC System-wide Building Management Systems RFP 002815

**UNIVERSITY
OF
CALIFORNIA**

Lead Agency:

University of California

Responses Due: Thursday, August 11, 2022 before 5:00 PM PT

[Click here for additional information from CalUSource](#) (Scroll down to locate specific RFP)

CALUSOURCE		Help	Login	Register
PUBLIC BID SITE		Search	Filter	Sort
ACTIVE EVENTS (15)		CLOSED EVENTS (713)		
12	RFP 2212GO UC San Diego SIO MARFAC Maintenance Dredging Contact: Lynda Te (Email: LyndaTe@ucsd.edu) (Start: 6/15/2022 Pacific Standard Time (End: 7/29/2022 Pacific Standard Time)	View		
12	UC Systemwide Environmental Consulting and Brokerage Services RFP 002837-Jun2022 Contact: Jean Parker (Email: JeanParker@ucop.edu) (Start: 6/15/2022 Pacific Standard Time (End: 7/15/2022 Pacific Standard Time)	View		
12	RFI SV-2022-040 UC San Diego Health Case Management Software: Market Assessment Contact: Lynda Te (Email: LyndaTe@ucsd.edu) (Start: 6/22/2022 Pacific Standard Time (End: 7/25/2022 Pacific Standard Time)	View		
12	UC System-wide Building Management Systems RFP Contact: Marilyn Bisconti (Email: Marilyn.Bisconti@ucop.edu) (Start: 6/27/2022 Pacific Standard Time (End: 8/11/2022 Pacific Standard Time)	View		

From: Solicitations
Bcc: "PAUL@123ENGINEERING.COM"; "kintakchan@yahoo.com"; "holley@49er.cc"; "aarfsh@earthlink.net"; "jalonsorice@advancedciviltech.com"; "barb@actnowstrategies.com"; "jgianos@advsoc.com"; "Gboveya@aeko.com"; "rgbadosi@afraconsulting.com"; "drue@aqcel.com"; "raja@agileglobal.com"; "phuong@agiletee.com"; "mickey@aguirre-inc.com"; "copies@airportblueprint.com"; "tjanvelyan@albat.co"; "asevilla@alisto.com"; "tkamakaala@gmail.com"; "christa@alliantconsulting.net"; "cschott@alliantconsulting.net"; "tj_liem@AlliedGeo.org"; "Glenele@AltaCMGC.com"; "alrodama@verizon.net"; "wendy@acs-llc.us"; "jfries@americaindustrial.com"; "restimo@amsconsulting.net"; "vboone@amtek.net"; "anilverma@earthlink.net"; "HBaribeau@AQUALityeng.com"; "suzannebaker@ahc-heritage.com"; "info@ahc-heritage.com"; "hmontoya@arconse.com"; "ardor@innercite.com"; "ttefero@ascendeng.net"; "luish@atlasdconsolidated.com"; "kshockley@auroraih.com"; "info@auroraih.com"; "hercon7774511@aol.com"; "auxcr@aol.com"; "lcaa@msn.com"; "avkcnsl@sbcglobal.net"; "abdullae@awkengineers.com"; "nsuan@brgeng.net"; "lisalondon@bae1.com"; "baymetrics@gmail.com"; "mbello@mabse.com"; "md@bengalengineering.com"; "deborah@bergcm.com"; "kcampbell@bithgroup.com"; "Vvillard@bgi1.com"; "cboudreau@boudreaullc.com"; "teresa@brginc.net"; "sharben@aol.com"; "mkatzin@bronnergroup.com"; "cgoconst2@msn.com"; "ck.management@aol.com"; "carlas@kell-smith.com"; "eddie.cabrera@comcast.net"; "carl@caddsqad.com"; "stella.samples@cadstarinc.com"; "rfynboh@cihservices.com"; "cshohet@gmail.com"; "carmen@camsconsultingservices.com"; "carmenskip@sbcglobal.net"; "rosalina@cardenasgroup.net"; "ingridcarmean@sbcglobal.net"; "cascade@saber.net"; "cat@cecilio-consulting.com"; "nita.groves@catsge.com"; "cdi@cdi-engr.com"; "WKAM@CETENGINEERING.COM"; "arlene@chaves-associates.com"; "lutedington@cdgla.com"; "ccho@chodesignassociates.co"; "info@chodesignassociates.com"; "chshao@chsconsulting.net"; "lperrine@cibolasystems.com"; "Henry@Civil-Sense.com"; "Ctrans@verizon.net"; "amy@civil-source.com"; "ckennedy@geologist.com"; "christine@clear-path.net"; "normaapolan@gmail.com"; "voj@pacbell.net"; "shelli@csg-web.com"; "jeff@csstudios.com"; "christi.banks@creativeplanningsolutions.org"; "patrick@crossbygroup.com"; "office@eastonarchitects.com"; "dleon.engineers@verizon.net"; "debbyh@ddiinc.com"; "RPKaur@dabri.com"; "dkaur@dabri.com"; "qvu@dahlitaylor.com"; "apstaats@gmail.com"; "daly_rvrsde@sbcglobal.net"; "darolyn@davis-pr.com"; "dk@dcipacific.com"; "dburris@ddbe.com"; "linda@deanzamfg.com"; "jennifer@demartinomapping.com"; "dduffy@ddaplanning.com"; "perryshen@thedmg.com"; "lindashen@thedmg.com"; "cherie@diazyourman.com"; "ddacosta@dirimkt.com"; "ltrevino@duratechusa.com"; "courtney@dyriso.com"; "ebaker@ebi-ltd.com"; "reasley@e-squared.org"; "elemkul@sprintmail.com"; "wkazi@ecostmanage.com"; "egretinc@yahoo.com"; "lthomas@eicelinc.com"; "info@eigertech.com"; "bo@envirocal.com"; "zolothe@sbcglobal.net"; "accounting@escdesign.com"; "lutenhouse@escdesign.com"; "hadieh.elias@eseweb.com"; "sanjay.vaze@esense-inc.com"; "ht@eventswebpage.com"; "elizajane@ewconsultinginc.net"; "mrhodes@xltech.com"; "mfong@fwa-inc.com"; "stephen.fan@fanasset.com"; "habtemariam_kandas@yahoo.com"; "khabtema_kandas@yahoo.com"; "dofwono@firstoncompliance.com"; "lois@fishertowndesign.com"; "flx.sb@cox.net"; "RACOUGH@PACBELL.NET"; "fplee@fpilandassociates.com"; "drasca@frascallc.com"; "laureta@freyerlaureta.com"; "nurkasdi@gmail.com"; "hmagudia@frontier-engineers.com"; "murrayconsult@aol.com"; "jody@gallawayenterprises.com"; "jimgallego@gallegoconsulting.com"; "gbsassoc@aol.com"; "anita@gardenswartzrowe.com"; "winslow@garniergroup.com"; "traci.stephens@gpmcivil.com"; "agastelum@gateway-sci-eng.com"; "mjackson@geconsulting.com"; "rcamacho@gemsenvironmental.com"; "sandra@geocaddsurveys.com"; "neel@gtcgeotech.com"; "cwockner@geo-techniques.com"; "luis@geotecnia.com"; "raewyn@ghirardelliassoc.com"; "alice@ghirardelliassoc.com"; "GKhan@GKandassociates.com"; "Basu@gesusa.org"; "mohan@globalgeo.net"; "globalprobe@aol.com"; "GTSATLA@SBCGLOBAL.NET"; "shannon@globaltransloading.com"; "kweddie@jps.net"; "dgonzales@gsaeng.com"; "tgwhite@sprintmail.com"; "info@gooddaymedia.com"; "andrea@gpaconsulting-us.com"; "graceconsulting@earthlink.net"; "birutegurcinas@gurcinas.com"; "habitatgal@habitatwest.com"; "jterai@harboroffshoreinc.com"; "bestman10@hique.com"; "ouren@hqeinc.net"; "ddalesio@hqeinc.net"; "celia@hunterpacificgroup.com"; "xwu@ldcengineers.com"; "SUE@IBISENVIROMENTAL.COM"; "maria@icengoclem.com"; "rrelente@icengoclem.com"; "bzanjani@iemcm.com"; "mbraun@iemcm.com"; "irl@irlanswers.com"; "ihmnc@hotmail.com"; "debrahunter@ldcinc.net"; "lisam@ingageincentives.com"; "VGUPTA@IITUS.COM"; "delinda@icesd.com"; "equintero@iec-corporation.com"; "intcadd@aol.com"; "info@isarchitecture.com"; "ivy.lane@islengr.com"; "jew@j-and-m.com"; "dmckay@j-and-m.com"; "alice@jahnengineeringinc.com"; "jill@jbresearchco.com"; "juliegaa@cox.net"; "jdf Franz@jdf Franz.com"; "ecchan@jmecengr.com"; "jmasamoto@jtmconcepts.com"; "javed.siddiqui@jtsengineering.com"; "bossclay@ca.rr.com"; "jean@jwalcher.com"; "kpeterson@kjpeteronconsulting.com"; "robin@kwata.com"; "susana@k2geotech.com"; "kallawaydesign@aol.com"; "kpadilla@katherinepadilla.com"; "dhopkins@katzandassociates.com"; "marketing@katzandassociates.com"; "cfowler@kbenv.com"; "kimberly.demartino@kdpconconsulting.com"; "accounting@kellco.com"; "kcrjobs@gmail.com"; "chet.wang@keygentcorp.com"; "ellen@keystone4u.com"; "sknapp@kfhgroup.com"; "koneil@kko.com"; "lkosmont@kosmont.com"; "ksbassociatesinc@gmail.com"; "Irish@lhnviroinc.com"; "lгалlegos@lsgallegos.com"; "kstewart@lsgallegos.com"; "cransdell@lccsc.net"; "shirley@landcmgroup.com"; "laurens@lsconsult.com"; "ldacwdc@aol.com"; "gregory.holmes@lee-ro.com"; "kdaavid-park@leeandrewsgroup.com"; "SGraves@LeeAndrewsGroup.com"; "el@leel.com"; "yelena.zeetser@lenax.net"; "cheryl@lenhardtengineering.com"; "leothacue@gmail.com"; "ops@lesardevelopment.com"; "lewisengineering@sbcglobal.net"; "inbox@linconsulting.com"; "lterry@lkgcmc.com"; "jlopez@lopezengineering.com"; "ehills@san.rr.com"; "Lan@LRSProgramDelivery.com"; "alugoenengineering@outlook.com"; "jackie@lukassociates.com"; "Lckronzek@sbcglobal.net"; "eaddante@cs.com"; "rubina@marrscorp.com"; "MALYNCH316@AOL.COM"; "masoto@mastek-inc.com"; "mary@mbimedia.com"; "icano@mbimedia.com"; "Jrarias@ms-ae.com"; "elaine@mccloudtrans.com"; "meadowconsult@verizon.net"; "minola.anghel@mds-sf.com"; "michelle@misenbeg.com"; "mindy@mfbccommunication.com"; "mehrasa@socal.rr.com"; "gabriela@moradowconsulting.com"; "joe@moraespham.com"; "motek@motek.com"; "cindy@naturalinvestigations.com"; "natalie@nbaeng.com"; "ksivakumaran@enveeconsultants.com"; "stacyg@nelaw.com"; "jeffs@northgrove-engineering.com"; "cbrown.chico@gmail.com"; "tomg@nwgeotech.com"; "lori@oakridgegeo.com"; "mkeeton@odmesolutions.com"; "alice@okalii.com"; "mlo@olsoncommunications.com"; "allen.maxwell@omni2max.com"; "kpreston@omsberg.com";

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"acct@procongp.com"; "peakintl@aol.com"; "j.adams@perceptivelcp.com"; "info@petil-pce.com";
"garrett@pgadesign.com"; "lynn@polarislandsurveying.net"; "lynn@positractraction.com";
"tiffany@premierconserv.com"; "monica@premiereenvironmental.com"; "nttucker.nt@gmail.com";
"nkamiya@pacbell.net"; "anita.venkataraman@prodigiq.com"; "edwosb@gmail.com"; "smpmgmt@yahoo.com";
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"ricky@rcjandassociates.com"; "ricky@rcjsafety.com"; "rmoore@rmooreassociates.com";
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"yvette@rocksolidengineers.com"; "reginat@rtengineering.net"; "rebeccaaj@safeworkinc.com";
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"selenard@secutracengineering.com"; "papa_bear@citlink.net"; "jmulheim@sgicm.com"; "shornoise@aol.com";
"sipartners@sipartners.com"; "senthil.k@sierradigitalinc.com"; "info@sierraeng.com";
"m.anthony@silverbacq.com"; "marianne@secteam.com"; "cathy@secteam.com"; "shelley@sjrconsultants.com";
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"tierraenv@aol.com"; "titan-services@cox.net"; "info@tkgadvisors.net"; "tmengineers@sbcglobal.net";
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"julie@trestlesec.net"; "omr@tricityengineering.com"; "tvce@tvce.biz"; "frank@tuckertech.com";
"estimating@tullygroup.com"; "ugadiinc@gmail.com"; "blindsay@ultrasystems.com"; "jumerani@umerani.com";
"umerani@sbcglobal.net"; "rodolfo.niere@uniplan-engineering.com"; "wendy@urbanapreservation.com";
"urbana@urbanapreservation.com"; "marcia@vallierdesign.com"; "rudu_vargasandco@yahoo.com";
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"gvivian@vrpatechnologies.com"; "KJAIN@vsaassociates.com"; "leslie@wadecomunications.com";
"mail@wesinc.org"; "mike.deas@watercourseinc.com"; "wendy@transformativaleadership.net";
"anthony@westcoastcivil.com"; "alex@westpower.com"; "info@w-trans.com";
"susan@whittakerplanningservices.com"; "Marketing@WildscapeRestoration.com"; "winifred.au@waucorp.com";
"winsteadco@aol.com"; "jan@withersandsandgren.com"; "lacey@withersandsandgren.com"; "info@wreco.com";
"hanbin_liang@wreco.com"; "DYAU@YCTTRANSPORTATION.COM"; "syoo@ydgengineers.com";
"PMallillin@yeiengineers.com"; "GCheung@yeiengineers.com"; "yukiak@jps.net"; "tengrasl@zaxonusa.com";
"info@zcubed.com"

Subject: HUB Notification - UC System-wide Building Management Systems RFP 002815
Date: Wednesday, June 29, 2022 10:04:00 AM
Attachments: [image003.png](#)

Good morning,

In cooperation with The University of California, the following RFP was listed on our website:

UC System-wide Building Management Systems RFP 002815

You may view a copy of this solicitation at <https://public.omniapartners.com/solicitations>.

If you have any questions, please follow the instructions provided in the RFP document.

If you are not interested or unable to fulfill the services outlined in this RFP, please disregard this e-mail.

Thank you,



<https://www.omniapartners.com/publicsector>

PROPOSAL

City of Stockton Automation Service Agreement, 2025-2028

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

City of Stockton

DELIVERED ON

June 11, 2025

SMART BUILDINGS

Transforming the Everyday



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Contact Information

Proposal #:	9647595
Date:	June 11, 2025

Sales Executive:	Tanya Bradley
Branch Address:	2969 Prospect Park Dr Suite 100 Rancho Cordova, CA 95670
Telephone:	(858) 322-7459
Email Address:	tanya.bradley@siemens.com

Customer Contact:	Cristina Pfeffer
Customer:	City of Stockton
Address:	425 N El Dorado St
	Stockton CA 95202-1951
Services shall be provided at:	City of Stockton
	1465 S Lincoln St Stockton CA 95206

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for City of Stockton, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services.

Service Description

Customer Directed Support

Smart Building Assessment - Core

Firmware Updates

Control Loop Tuning

Network Maintenance

Smart Building Assessment

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Network Health

Optimize the health of the network infrastructure by analyzing network traffic and resolving performance issues.

Network Maintenance Report

Network Maintenance: Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance helps to ensure the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. The number of networks to be analyzed and the frequency of the service are documented in the List of Equipment Related Services.

Additional Services

Firmware Updates

We will provide you with firmware and documentation updates to your existing field panels upon development. The included training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are itemized in the List of Equipment Related Services. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)

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. The control loops to be included as part of this service are itemized in the List of Equipment Related Services in this service agreement.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement. An estimated two hours per Planned Maintenance day of Customer Directed Support can be provided.

Emergency Response Times – Automation

Emergency Online/Phone Response

Standard

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

Emergency On-site Response

Premium

Monday through Sunday, 24 hours a day, Emergency Onsite Response will 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 emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Building Services – Energy

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Smart Building Assessment – Core

About Smart Building Assessments

Your Siemens building automation system is continually generating valuable information from its network of sensors and end-devices. Smart Building Assessment is the first step in our Smart Building Commissioning process and will leverage the value of that data via Siemens proprietary tools and methods. The goal is to provide insights into opportunities for operational and energy efficient improvements specific to your building and situation.

Smart Building Assessment Deliverables

The Smart Building Assessment will provide:

- A Utility Data Analysis report for your building, summarizing overall energy usage
- An Air Handler Unit Report for the selected systems (up to 3)
- A Zone Controller Analysis report for the zone controllers associated with these air handlers

Deliverable 1: Utility Data Analysis Report

The Utility Data Analysis report will include:

- A summary of overall energy usage, by utility (client to provide utility bills and/or authorize digital access as necessary)
- An estimated Energy Star score (if applicable; client must provide additional building details)
- Energy Utilization Index (EUI) and carbon footprint analysis
- High-level subsystem energy use disaggregation, identifying how energy is used in the building

If hourly interval data is available, additional time and weather sensitivity analysis will be provided.

Deliverable 2: Air Handler Unit Reports

The Air Handler Unit Report presents operational trend data from the included systems in a logical way to facilitate quick, accurate diagnosis and communication of deficiencies and potential improvements. The proprietary visualizations used in this report put operational data into context with relation to sequence and weather influence that allow for improved detection and diagnosis of issues compared to time-series data on its own. Recommendations from this analysis will include both low-cost keystroke corrections and larger improvement measures.

Deliverable 3: Zone Controller Data Analysis

The Zone Controller Data Analysis is a unique approach applied to zone controllers such as Siemens TECs and DXRs. Rather than spend time creating trends for dozens of points on hundreds of devices, which can be taxing on the infrastructure of the BAS as well as labor-intensive, the snapshot analysis takes a moment-in-

time look at all the operational data on a zone controller and identifies issues with both operations and controller configuration. This snapshot analysis strikes the right balance between issue identification and efficiency.

Upon completion of these reports, the Siemens customer team (consisting of Client Service Manager, Service Technician, and Energy Engineer) will meet with the client to review the findings and help develop an action plan to address the deficiencies and potential improvements that have been identified.

Assessment Scope

The scope of this assessment includes up to 3 air handlers and associated zone controllers (limited to no more than 50 zone controllers per AHU).

Analysis will be limited to temperature control, economizer control, and fan speed control.

The reports shall be delivered at a frequency of 1 time(s) per year.

Exclusions

Any pneumatically controlled equipment is excluded from the scope of this analysis.

Any 3rd party controllers integrated into the Siemens BAS are excluded from the scope of this analysis.

Analysis of AHU controls not included in the assessment scope (such as humidification, CO2 control, and heat recovery systems) are excluded from the scope of this analysis.

Smart Building Assessment

Your Siemens building automation system is continually generating valuable information from its network of sensors and end-devices. Smart Building Assessment is the first step in our Smart Building Commissioning process and will leverage the value of that data via Siemens proprietary tools and methods. The goal is to provide insights into opportunities for operational and energy efficient improvements specific to your building and situation.

Smart Building Assessment Deliverables

The Smart Building Assessment will provide:

The reports shall be delivered at a frequency of 1 per year.

Exclusions

Any pneumatically controlled equipment is excluded from the scope of this analysis.

Any 3rd party controllers integrated into the Siemens BAS are excluded from the scope of this analysis.

Any controllers not integrated into the Siemens BAS are excluded from the scope of this analysis.

Analysis of AHU controls not included in the assessment scope (such as humidification, CO2 control, and heat recovery systems) are excluded from the scope of this analysis.

Emergency Response Times – Energy

Emergency Online/Phone Response

Billable Service

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, 24 Hours per Day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, 24 hours per day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

<https://serviceportal.btcloud.siemens.com/#/>

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Agreement Contract Characteristics

Description	AUTOMATION	ENERGY
Hours of Coverage	24 x 7	24 x 7
Response Times (Phone/Online)	4 Hours	N/A
Response Times (Onsite/Emergency)	4 Hours	N/A
Remote Services	No	Yes
Third Party Systems	No	No
Monitoring	No	No
Labor Discount	20.0%	20.0%
Material Discount	61.5%	60.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Material discounts do not apply to 3rd party or non-Siemens Building Products manufactured components.

General Services

Automation

Service Description	Qty	Frequency	Year
Customer Directed Support	1	1	1,2,3
Firmware Updates	5	1	1,2,3
Control Loop Tuning	1	2	1,2,3
Network Maintenance	13	2	1,2,3

Energy

Service Description	Qty	Frequency	Year
Smart Building Assessment - Core	1	1	1,2,3
Smart Building Assessment	1	1	1,2,3

Service Team

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

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

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

Your Assigned Team of Service Professionals will include:

Sales Executive - Tanya Bradley manages the overall strategic service plan based upon your current and future service requirements.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Client Services Manager - Jason Osborn is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Service Operations Manager - Joel Moreno is responsible for managing the delivery of your entire support program and service requirements.

Primary Service Specialist - Jeremy Towner is responsible for performing the ongoing service of your system.

Service Coordinator - Daphne Taylor is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Secondary Service Specialist - Andrew Vue who will be familiarized with your building systems to provide in-depth backup coverage.

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

Service Energy Engineer is responsible for delivering analysis and improvement recommendations related to the performance of in-scope mechanical systems.

Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Click on addendum below to read/download

[Software License Warranty](#)

(www.siemens.com/software-license-addendum)

[Web-Based Offering](#)

(www.siemens.com/rider-enl-web-offering)

[Enlighted Data Processing Agreement](#)

(www.siemens.com/enl-data-process)

[Enlighted Service Level Agreement](#)

(www.siemens.com/enl-sla)

[Enlighted Acceptable Use Policy](#)

(www.siemens.com/enl-accept-use)

[Digital Service Offerings](#)

(www.siemens.com/digital-service-addendum)

[Exclusions and Clarifications](#)

(www.siemens.com/clarification-addendum)

Siemens software-based products and services offered under this agreement carry Siemens and/or third party end-user license agreements (EULAs). Accepting this order means you have reviewed and accept the terms of the applicable EULAs.

Agreement Terms for Investments

Services shall be provided at:

1465 S Lincoln St
Stockton, CA 95206

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within. Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning July 1, 2025. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.



PROJECT: Siemens Automation Service Agreement

Proposal Submitted under OMNIA Contract #:
2023003490_UC

Cost Summary Sheet

MATERIALS:

QTY	Part Number	Description	List Price	Applicable % Discount off List	Unit Cost	Final Cost
5	545-486	Field Panel Firmware Flash Upgrade	\$ 576.12	61.5%	\$ 221.81	\$ 1,109.03
2	LSM-ADAPT	Adapt License	\$ 665.59	61.5%	\$ 256.25	\$ 512.50
1	TBD	Open (Parts) Bucket	\$5,194.81	61.5%	\$ 2,000.00	\$ 2,000.00
Total Material						\$ 3,621.54

LABOR:

Labor Category	Hours	Rate	Final Cost
Energy Engineer	24	\$ 333.83	\$ 8,011.92
Client Service Manager	27	\$ 312.53	\$ 8,438.31
Specialist	56	\$ 262.80	\$ 14,716.80
ZTE Remote Service Specialist	8	\$ 219.25	\$ 1,754.00
Total Labor			\$ 32,921.03

Total Price \$ 36,542.57

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2025 - Jun 30,2026	Annually (In Advance)	\$37,500.00
2	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	\$37,996.08
3	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	\$40,271.69

Multi-Period Investment Total \$115,767.77*

Amount Due In Advance Based On Billing Frequency

Net 30 Payment Terms. Customer's OMNIA Member ID must be listed on Purchase Order.

Estimated sales taxes have been included in the investment amount. The exact amount will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

****Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).***

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2025 - Jun 30,2026	Annually (In Advance)	\$37,500.00
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3	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	\$40,271.69

Proposed by:

Siemens Industry, Inc.

Company

Tanya Bradley

Name

9647595

Proposal #

\$115,767.77

Proposal Amount

June 11, 2025

Date

Accepted by:

City of Stockton

Company

Name (Printed)

Signature

Title

Date

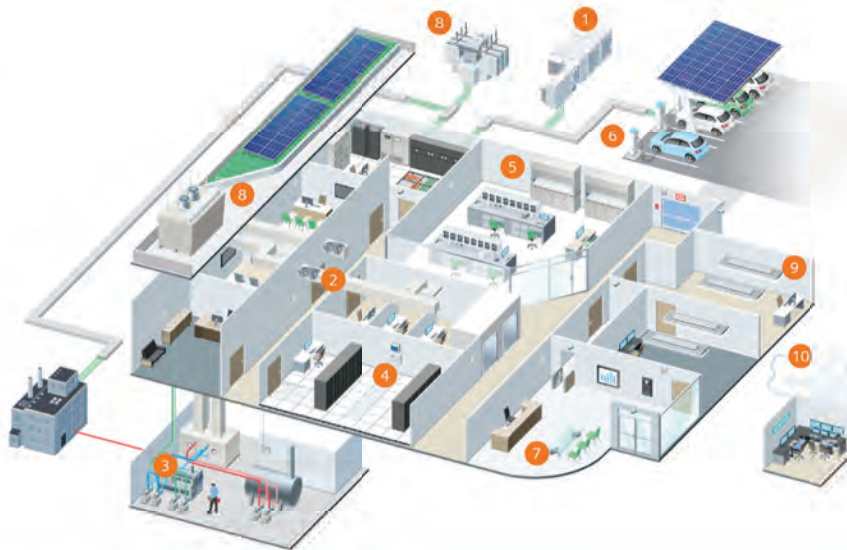
Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Energy Service Offerings

Energy Services to Achieve Your Goals

Comprehensive services to conserve energy, maximize efficiency, minimize operating costs and achieve your decarbonization goals.

SIEMENS



With more than 100 field offices staffed with 3,100 service employees, we have the resources to help you achieve your goals.



Siemens energy engineers provide expert analysis and recommendations to maximize your savings and efficiency.



Siemens Digital Service Center is staffed with more than 300 professionals to provide remote monitoring and response to ensure improvements persist and grow over time.

Comprehensive Energy & Decarbonization Services

- | | | |
|---|--|-------------------------|
| 1. Smart Building Commissioning | 5. Green Labs | 9. Peak Demand Limiting |
| 2. Dynamic VAV Optimization | 6. eMobility Charging Services | 10. Holistic Services |
| 3. Demand Flow Central Plant Optimization | 7. Energy Supply & Decarbonization Advisory Services | |
| 4. White Space Cooling Optimization | 8. Distributed Energy Systems | |

PROPOSAL

Delta Water Supply Project

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

City Of Stockton

DELIVERED ON

April 28, 2025

SMART BUILDINGS

Transforming the Everyday



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Contact Information

Proposal #:	4690483
Date:	April 28, 2025

Sales Executive:	Christopher M Saia
Branch Address:	2969 Prospect Park Dr. Suite 100 California, 95670
Telephone:	916-849-7799
Email Address:	chris.saia@siemens.com

Customer Contact:	Joshua Mireles
Customer:	City Of Stockton
Address:	11373 N. Lower Sacramento Rd., Lodi, CA 95242
Services shall be provided at:	

Executive Summary



The City of Stockton's Delta Water Supply Project (DWSP) site plays a crucial role in ensuring a dependable and high-quality water supply for Stockton's residents and businesses. With surface water sources dwindling, the DWSP is essential in bolstering water supply reliability while safeguarding and restoring groundwater resources. This project not only meets current water demands but also prepares for future needs in the Stockton Metropolitan area.

The resilience, security, and operational efficiency of the DWSP site are paramount. Originally constructed with significant public investment between 2009-2010, the site now faces challenges as its aging building automation controls system is beginning to falter. This deterioration disrupts site operations, affects the working environment for DWSP staff, and strains city resources allocated to manage these issues reactively.

Siemens is dedicated to preserving the public's investment in the Delta Water Supply Project.

Siemens has outlined a comprehensive plan to replace the DWSP site's outdated building automation system with a modern, future-proof control system. This includes focusing on three key buildings: the Administration Building, Membrane Building, and Ozone Building. Siemens will upgrade the front-end systems, migrate the Administration Building, and integrate the new system with the Membrane and Ozone Buildings. As part of this migration, Siemens will define a phased migration path for the Membrane and Ozone Buildings to facilitate budget planning and seamless implementation.

In addition to system replacement and migration, Siemens commits to retro-commissioning the building automation programming to ensure precise system functionality and resolve persistent automation control issues that hinder site operations. This initiative will deliver superior building automation control, enhance operational performance, and establish a resilient system to support the DWSP's mission well into the next decade.

In alignment with our commitment to the City of Stockton, Siemens will also develop a strategic infrastructure upgrade and replacement roadmap for the site. This includes addressing the aging field panel infrastructure and building automation control equipment, critical for sustaining long-term system resilience

and performance. As a comprehensive solutions provider, Siemens will collaborate closely with the city to identify and prioritize essential infrastructure upgrades, ensuring a cost-effective and sustainable solution for the future of the DWSP site.

Advantages of Designo CC

Designo CC brings your existing APOGEE System into the digital age with a modern integration platform ready to meet your changing needs.



Cloud Ready

Modern web service interfaces let your building system take part in the Internet of Things (IoT)



KPI Dashboard

Customized views enable smarter, more efficient control strategies



Backward Compatible

The full range of field panel controllers are supported continuing the strong legacy of backwards compatibility and investment protection provided by the APOGEE System



Open Development Platform

Extend the functionality of your system and freely exchange your valuable data with external applications



Latest IT Standards

Support for newest operating systems, current IT environments, latest UI trends



Mobile Accessibility

Enables operators on-the-go to monitor and control facilities remotely



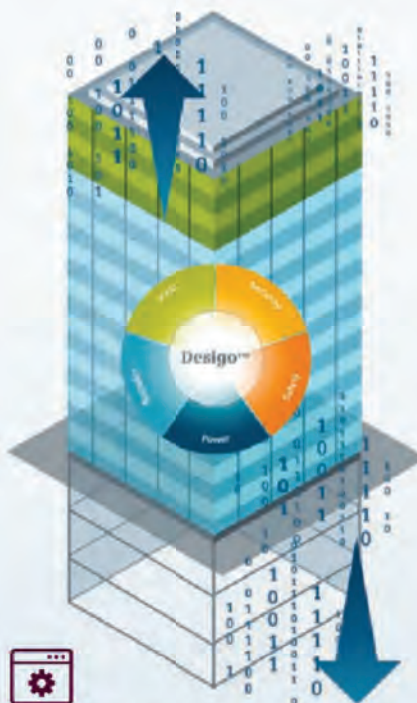
Cyber Safety Monitoring

Continuously monitored and updated to address cyber security threats and tested on current virus protection software



Multi-Discipline

Monitor all of your building systems from a common interface, and make your fully integrated facility into a truly smart building



Designo CC offers total system visualization:



As shown below Siemens has taken the feedback from many customers and system users and, as a result, developed a workstation that is easy to use, smart, adaptable, open and robust.

1 Easy	Easy to learn, easy to use <ul style="list-style-type: none"> Well defined user-based workflows Anticipates your next step
2 Smart	Faster, better decision making <ul style="list-style-type: none"> Fast response to critical events Time-shifted Trend comparison
3 Adaptable	Personalized for your facility and for your users <ul style="list-style-type: none"> Browser or installed client Personalized system views
4 Open	An open integrated system <ul style="list-style-type: none"> Designed for Building Automation, Fire Safety, and Security Standard control system protocols like BACnet, OPC, Modbus IT standards like SNMP, SQL, HTTP
5 Robust	Solid Platform for Now and for the Future <ul style="list-style-type: none"> Built on proven SCADA system technology Used in large mission critical installations Extensible for future expansion

Additional information regarding the features and benefits of the Designo CC Workstation is readily available. Please speak with your Siemens Account professional regarding any additional information required to better understand this product.

Scope of Work

Workstation – Workstation Hardware	QTY
Computers upgraded – City of Stockton to provide	1
Peripheral devices upgraded (monitors, printers, etc) - City of Stockton to provide	1
Workstation – Software	QTY
Desigo CC installed on computers – Desigo CC latest version	1
Workstation – Database Customization	QTY
Field panel controllers connected to Desigo CC	4
FLN devices connected to Desigo CC	26
Physical IO points added to Desigo CC	250
Virtual points added to Desigo CC	500 (est)
User accounts added to Desigo CC	Unlimited
Trend views migrated/added to Desigo CC - Siemens will train the Staff on how to create trend views	Up to 2
Custom reports created for Desigo CC - Siemens will train the staff on how to create custom reports	Up to 2

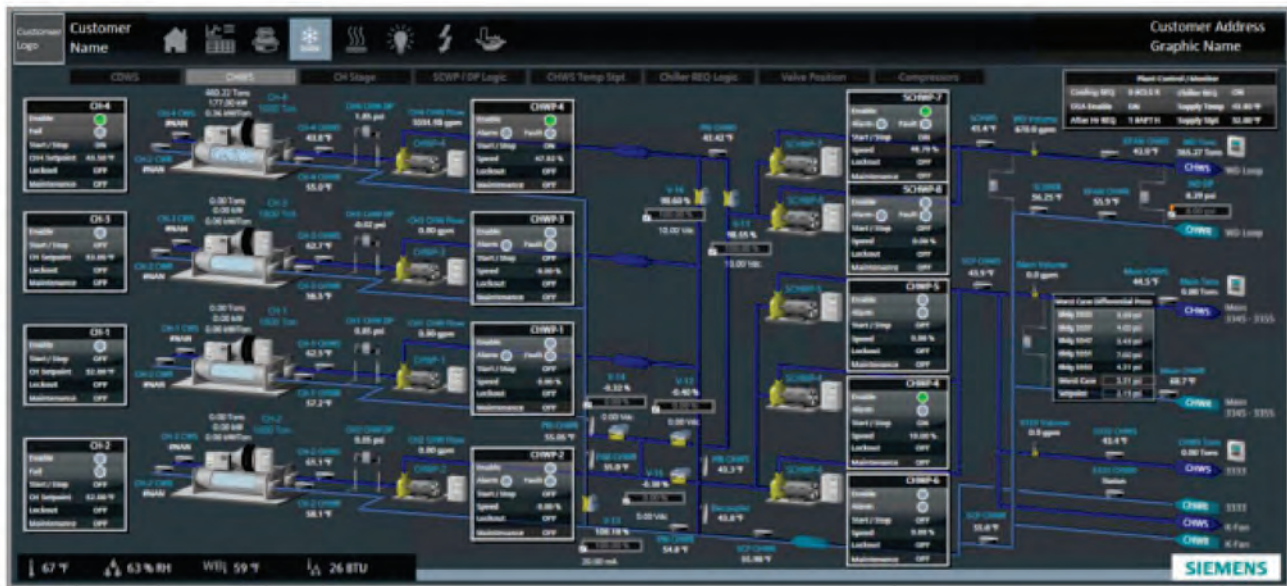
Operator Interface

All existing graphics, summary tables, building overviews and operator interface screens relevant for the Bank of Stockton facilities will be replaced with graphical interface screens per Siemens' North American Graphical Standards (see samples below). These screens will provide more intuitive operator navigation of system, rapid diagnostics of system performance, and improved troubleshooting abilities for system operators.

Graphics	QTY
Graphics upgraded for Desigo CC	15
New graphics created for Desigo CC (Critical Point Dashboard)	1

Templated interface configurations are shown below and additional sample configurations are available upon request.













Training	QTY
Customer training hours delivered for Desigo CC transition	8
Customer off site training classes - <u>\$2,000.00 Per class.</u>	Optional Cost

Optional Training

Desigo CC Master Operator Training Path:

Introduction to Desigo CC ST 101 (Web-Based)	 1.5 Hours	
Desigo CC Workstation I ST 9203 (Instructor-Led)	 3.0 Days	CEUs: 2.1 
Desigo CC Workstation II ST 9254 (Instructor-Led)	 3.5 Days	CEUs: 2.5 
Desigo CC Refresher (optional) ST 501 (Virtual Instructor-Led)	 4 Hours	CEUs: 0.4 
Desigo CC Master Operator ST 9273 (Instructor-Led)	 3.0 Days	CEUs: 2.1 
Virtual Instructor-Led Offering (optional) To enhance your Master Operator knowledge, we recommend completing at least one Virtual Instructor-Led (VILT) offering.		

Desigo CC

Take control of your professional development by completing the Desigo CC Master Operator Training Path. The Desigo CC Master Operator Training Path provides the critical knowledge to confidently make informed decisions when navigating through the Desigo CC Management Station.

Each class in the path builds upon each other ending with a capstone scenario based training class. It is recommended that you complete the courses listed in the path in the order they are shown; from the top down. Upon successful completion of the entire path, you will receive Master Operator status.

Knowledge and skills assessments are part of the instructor-led classes to provide an opportunity for you to assess the knowledge gained during the class and prove your proficiency in operating a Desigo CC Management Station.

For experienced operators, a test-out is available for the ST 9203 - Desigo CC Workstation I class. The test-out is available at: www.siemens.com/esonline.

Desigo CC Workstation I: ST 9203

Target Audience: For users whose role is to perform day-to-day operations on a Desigo CC Management Station

Prerequisites: None

Objectives: upon completion of the course, students should be able to: Perform Event Management, Explain the workflow of Desigo CC, Navigate a Desigo CC graphic, Command and release points from a graphic, Manually collect trend data, Utilize Log Viewer to locate historical data, Run, execute, modify and save reports, Initiate Remote Notification

Topics: Navigation, Event Management, Commanding from Graphics, Trending, Scheduler, Log Viewer, Reports, Remote Notification, Knowledge Assessment, Skills Assessment.

Scope of work - Desigo CC and Admin Migration

1. **Siemens to provide Desigo CC Server Software.**
2. **Siemens to work with the county to load the below onto a virtual server:**
 1. Siemens to provide Desigo CC full feature set license
 2. Siemens to provide Desigo CC one client license
 3. Siemens to provide Desigo CC point license
 4. Siemens to create and deploy all graphics for the site
3. **Siemens labor will include PM, Engineering, Digital Deployment, Graphics Creation and System Specialist**
4. **Siemens will provide a pre-energy reduction study prior to project start.**
 1. The below reports will be run to find energy efficiencies within the site. Siemens will provide and present this report to COS. These findings will be recommended for implementation during the project phase, any cost impact will be negotiated with COS.
 1. Siemens will work with local utilities for Rebates to any recommendation.
5. **Siemens control of (2) Variable Air Volume - Air Handling Unit. Points include:**
 1. Supply Duct Static Pressure Sensor
 2. Supply Smoke Detector - Monitor Only
 3. Outside, Mixed and Exhaust Air Damper - Modulating
 1. Siemens will utilize the existing damper actuators. Siemens will provide a corrective actions proposal if we find the device to be non-operable.
 4. Return Isolation Damper
 1. Siemens will utilize the existing damper actuators. Siemens will provide a corrective actions proposal if we find the device to be non-operable.
 5. Supply Fan VFDs, Enable, Alarm, Status & Speed
 6. Chilled Water Valve and Actuator
 1. Siemens will utilize the existing valve body and actuator. Siemens will provide a corrective actions proposal if we find the device to be non-operable.
 7. Hot Water Valve and Actuator
 1. Siemens will utilize the existing valve body and actuator. Siemens will provide a corrective actions proposal if we find the device to be non-operable.
 8. OA Temp Sensor
 9. OA Humidity Sensor
 10. Supply Temp Sensor
 11. Mixed Temp Sensor
 12. Return Temp Sensor
6. **Chilled Water Systems:**
 1. Siemens to provide and startup (1) Chiller Plant Controller. Points for each include:

1. Chiller SS
2. Chiller Alarm
3. Chiller Water Reset
4. Chilled Water Pumps
 1. Start/Stop
 2. Proof
5. Chilled Water Supply Temperature
6. Chilled Water Return Temperature

7. Hot Water Systems:

1. Siemens to provide and startup (1) Boiler Plant Controller. Points for each include:
 1. Boiler SS
 2. Boiler Alarm
 3. Hot Water Pumps x 2
 1. Start/Stop
 2. Proof
 4. Primary Pump
 1. Start/Stop
 2. Proof
 5. Hot Water Supply Temperature
 6. Hot Water Return Temperature

8. Siemens to retrofit twenty-six (26) Re-Heat VAV Controllers (Siemens BACnet DXR Platform).

1. Siemens to provide and startup Air Terminal Unit Boxes. Points for each include:
 1. Air Terminal Damper
 2. Airflow Sensor
 3. Hot Water Control valve and actuator
 1. Siemens will utilize the existing valve body and actuator. Siemens will provide a corrective actions proposal if we find the device to be non-operable.
 4. Room Temperature/Humidity Sensor
 5. Siemens to run new IP drops to each terminal controller. The terminals will be daisy chained, up to 20 devices.
 1. IP network and switches will be provided by the customer
 6. Utilize the existing daisy chain power to each terminal controller
 1. If Siemens finds that more VA is needed, Siemens will provide corrective actions proposal for the addition of a transformer.

9. Siemens to provide, install and commission the Siemens Control Panel

1. Siemens to provide and install a new TCP
2. Siemens to provide and install two (2) BACnet PXC with IO for the equipment stated above
 1. Siemens to utilize existing TCP's and existing electrical transformers.
 2. One new IP drop will be needed at AHU 1, this will be provided by the customer.

10. Database Creation

1. Point Checkout **(Per Siemens Standard)**
 1. Point Creation
 2. Point Checkout
2. Graphical Modification **(Per Siemens Standards)**
3. PPCL Creation **(Per Siemens Standard)**
 1. **Energy Efficiency Programming**
4. Alarming Creation **(Per Siemens Standard)**
5. Trending Creation **(Per Siemens Standard)**

11. Siemens labor will include PM, Engineering, Digital Deployment, Graphics Creation and System Specialist

12. General Project Scope Items:

1. Siemens to provide project as-builts
2. Siemens to provide 1-year warranty
3. **Siemens recommends that the City of Stockton hires an air balancing company to perform a site balance after the migration to Siemens.**
4. Siemens to provide eight **(8)** hours of training.
5. Siemens to provide PM, Electrician, Digital Deployment Specialist, System Engineer and System Specialist Labor

Scope of work - Membrane

1. Siemens control of (7) Exhaust Fans. Points include:

1. Exhaust Fan Enable, Alarm & Status
2. Isolation Dampers (Utilizing existing)
3. Exhaust Flow Sensors (Utilizing Existing)

2. Siemens to provide, install and commission the Siemens Control Panel

1. Siemens to provide and install one **(1)** BACnet PXC with IO for the equipment stated above
 1. Siemens to utilize existing TCP's and existing electrical transformers.
 2. Siemens to utilize the existing IP drop.

3. Database Creation

1. Point Checkout **(Per Siemens Standard)**
 1. Point Creation
 2. Point Checkout
2. Graphical Modification **(Per Siemens Standards)**
3. PPCL Creation **(Per Siemens Standard)**
 1. **Energy Efficiency Programming**
4. Alarming Creation **(Per Siemens Standard)**
5. Trending Creation **(Per Siemens Standard)**

Scope of work - Ozone

1. **Siemens control of (2) Exhaust Fans. Points include:**
 1. Exhaust Fan Enable, Alarm & Status
 2. Isolation Dampers (Utilizing existing)
 3. Exhaust Flow Sensors (Utilizing Existing)
2. **Siemens to provide, install and commission the Siemens Control Panel**
 1. Siemens to provide and install one **(1)** BACnet PXC with IO for the equipment stated above
 1. Siemens to utilize existing TCP's and existing electrical transformers.
 2. Siemens to utilize the existing IP drop.
3. **Database Creation**
 1. Point Checkout **(Per Siemens Standard)**
 1. Point Creation
 2. Point Checkout
 2. Graphical Modification **(Per Siemens Standards)**
 3. PPCL Creation **(Per Siemens Standard)**
 1. **Energy Efficiency Programming**
 4. Alarming Creation **(Per Siemens Standard)**
 5. Trending Creation **(Per Siemens Standard)**

Assumptions/Clarifications/Exclusions

Assumptions/Clarifications:

1. Siemens has used the OMNIA Contract # 2023003490_UC for pricing.
2. All work will be performed during normal business hours (7am – 4pm, Mon-Fri).
3. All existing wires and conduit to be re-used. If Siemens finds that there is an issue and/or needs to add additions power trunks, Siemens will supply the City of Stockton with a corrective actions proposal.
4. All existing power trunks to be re-used. If Siemens finds that there is an issue and/or needs to add additions power trunks, Siemens will supply the City of Stockton with a corrective actions proposal.
5. Siemens will utilize the existing valve bodies for all chilled/hot water valves. If Siemens finds these valves non-operational, Siemens will provide a corrective actions proposal.
6. City of Stockton will provide a network connection for remote capability. If the City of Stockton would like Siemens to provide an outside network connection, Siemens will provide a change order.
7. Siemens to run internal IP network. Siemens electricians to provide all IP cabling.
8. **All IP Switches and IP drops to panels will be provided by the City.**
9. All equipment BACnet cards will be provided and started up by the manufacture and started up by others.
10. Siemens will provide immersion wells, wet differential pressure sensors, flow, Isolation Valves, and control valves to the Mechanical Contractor for installation.
11. 120VAC Emergency Power to all Siemens Temperature Control Panels to be provided by others.
12. Duct Smoke detectors are provided, installed and wired by others. Siemens system will monitor auxiliary contacts on smoke detectors.
13. Any Airflow monitoring stations for the AHUs are to be provided by the unit manufacturer.
14. All gauges, thermometers, and other indicating devices supplied and installed by others.
15. **Submittal Drawings will be determined once project contract has been procured.**
 1. **Typical submittal delivery is 8 weeks from procurement of contract, this is subject to change.**
16. **All material will be determined once the project has been procured.**
17. All pricing is good for (60) days due to the constant economic change.
18. **Siemens recommends that the City of Stockton hires an air balancing company to perform a site balance after the migration to Siemens.**

Exclusions:

1. 3rd Party commissioning.
2. Existing equipment used.
3. Monitoring of the Water Heaters.
4. Third Party BACnet Cards
5. Damper control for Refrigerant monitoring system.
6. Flow Meters.
7. Isolation valves.
8. Ethernet Network within building for EMS backbone.

9. Airflow monitoring stations, unless specifically detailed above.
10. Any core drilling between floors or walls.
11. Any trenching or backfill.
12. Dampers of any kind (control, back draft, louver, fire smoke, etc...).
13. 120VAC Power circuits to Siemens Field Panels.
14. Patching and painting.
15. All gauges, thermometers and indicating devices are excluded.
16. Air or water balancing.
17. Overtime labor.
18. Fire/Smoke Dampers and/or Smoke Detectors (furnish, wire, power, install, etc.).
19. Motor Starters.
20. Variable Frequency Drives installation of power wiring.
21. Copper Tubing for wet differential pressure sensors is provided by the mechanical contractor.
22. BIM design modeling. Siemens will coordinate with design team to incorporate equipment locations and sizing.
23. Escalation fees
24. **Performance and payment bond is NOT included.**

Sell Price

Total Quote Price (Price includes The upgrade of the Administration Building, Open Front end migration and building integration)	\$491,498.28
<p>** Note**</p> <p>The Membrane and Ozone Building migration will be provided after the building assessment has been completed</p>	

**Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).*

PROJECT:	City of Stockton - Delta Water Supply					Proposal Submitted under OMNIA Contract #:
DESCRIPTION:	Delta Water Supply - Retrofit					2023003490_UC
	Cost Summary Sheet					
MATERIALS:						
Siemens Material						
QTY	Part Number	Description	List Price	Applicable % Discount off List	Unit Cost	Ext. Cost
4	544-577-25	IMMERSION TMP SNSR, PT 1K OHM(375) 2.5"	\$ 207.07	61.5%	\$ 79.72	\$ 318.89
1	CXG3.X300.KIT	CXG3.X300.KIT CXG3 GATEWAY AND PWR SUP	\$ 6,051.57	61.5%	\$ 2,329.85	\$ 2,329.85

26	DXR2.E10PL-102B	DXR2.E10PL Room AS GLB Actuator	\$ 1,045.55	61.5%	\$ 402.54	\$ 10,465.96
1	P55802-Y114-A100	CCA-STD-FSET CC STD FEATURE SET	\$ 13,994.22	61.5%	\$ 5,387.77	\$ 5,387.77
1	P55802-Y119-A200	CCA-1-CL CC ADD 1 CLIENT	\$ 4,598.07	61.5%	\$ 1,770.26	\$ 1,770.26
3	P55802-Y157-A412	CCA-100-BA CC ADD 100 BA DP	\$ 1,829.28	61.5%	\$ 704.27	\$ 2,112.82
4	PXA-SB115V192VA	SERVICE BOX 115V, 24VAC, 192VA	\$ 1,361.55	61.5%	\$ 524.20	\$ 2,096.79
4	PXC7.E400.A	PXC7.E400.A MODULAR, BACNET, Desigo	\$ 11,200.00	61.5%	\$ 4,312.00	\$ 17,248.00
26	QAM2030.010	DUCT POINT TEMP, 10K OHM TYPE 2, 4"	\$ 57.72	61.5%	\$ 22.22	\$ 577.78
4	QFM3171	DUCT RH & TEMP SENSOR, 4-20mA, 2%	\$ 641.64	61.5%	\$ 247.03	\$ 988.13
26	QMX3.P74-1WSB	QMX3 ROOM TMP, RH & CO2, DISP (COO=USA)	\$ 1,166.53	61.5%	\$ 449.11	\$ 11,676.97
9	TXM1.6R-M	6 RELAY OUTPUT MODULE W/OVD	\$ 1,652.97	61.5%	\$ 636.39	\$ 5,727.54
2	TXM1.8D	8 DIGITAL INPUT MODULE	\$ 715.87	61.5%	\$ 275.61	\$ 551.22
6	TXM1.8X-ML	8 UNIV I/O W/ 4-20MA, OVD&LCD	\$ 2,686.86	61.5%	\$ 1,034.44	\$ 6,206.65
2	TXS1.12F4	24VDC SUPPLY 1200MA, 4 A FUSE	\$ 825.40	61.5%	\$ 317.78	\$ 635.56
2	TXM1.16D	16 DIGITAL INPUT MODULE	\$ 1,073.59	61.5%	\$ 413.33	\$ 826.66
				Siemens Material		\$ 68,094.17
				Tax (8.75%)		\$ 5,958.24
				Freight (4%)		\$ 2,723.77
				Total Siemens Material		\$ 76,776.17
3rd Party Material						
QTY	Part Number	Description	Cost	Markup Multiplier	Unit Cost	Ext. Cost
8	A7F30048853	Xfrmr 120/24 100VA W/CB w/ 20" Leads	\$ 83.05	1.55	\$ 128.73	\$ 1,029.82
9	RIBU1C	Rib Relay	\$ 27.94	1.55	\$ 43.31	\$ 389.76
2	Windy City Wire	Cat 6 Wire for DXR Controllers	\$ 310.00	1.55	\$ 480.50	\$ 961.00

6	F1X2WH6	White Panduit	\$ 51.15	1.55	\$ 79.28	\$ 475.70
2	30-1147PO	100 Count Wire Nuts	\$ 24.98	1.55	\$ 38.72	\$ 77.44
4	H934	CURR SW-AUTOCAL W/ RELAY	\$ 265.00	1.55	\$ 410.75	\$ 1,643.00
				3rd Party Material		\$ 4,576.72
				Tax (8.75%)		\$ 400.46
				Freight (4%)		\$ 183.07
				Total 3rd Party Material		\$ 5,160.25
LABOR:						
Siemens Labor						
	Labor Category	Hours	Rate			Ext. Cost
	BAU Project Manager	244	\$284.47			\$ 69,410.68
	BAU Specialist	520	\$239.23			\$ 124,399.60
	BAU Engineer	168	\$187.51			\$ 31,501.68
	BAU Programer	80	\$187.51			\$ 15,000.80
	BAU Digital Specialist	80	\$243.41			\$ 19,472.80
	BAU Graphics Specialist	96	\$187.51			\$ 18,000.96
	BAU Energy Engineer	56	\$303.89			\$ 17,017.84
				Siemens Labor Total		\$ 294,804.36
3rd Party Labor/ Services						
	Description		Cost	Markup Multiplier		Ext. Cost
	Electrical Installation Services		\$ 69,550.00	1.65		\$ 114,757.50
				3rd Party Services Total		\$ 114,757.50
				Total Price		\$ 491,498.28

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$491,498.28 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of April 28, 2025. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$491,498.28

Terms & Conditions Link(s)

Terms and Conditions (Click to download)
Terms & Conditions (https://www.siemens.com/download?A6V11628573)

No Value

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Christopher M Saia

Name

4690483

Proposal #

\$491,498.28

Proposal Amount

April 28, 2025

Date

Accepted by:

City Of Stockton

Company

Name (Printed)

Signature

Title

Date

Purchase Order #

Exhibit B:
Insurance Requirements for Agreements Involving Information Technology

Consultant or Vendor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance

appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Consultant.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant's insurance, at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10 **and** CG 20 37 forms if later revisions used. For Vendors ISO Form CG 20 15 12 19 is acceptable. Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory**, with coverage at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance, including any excess policies, and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
425 N El Dorado Street
Stockton, CA 95202