




CITY OF CHICAGO

CHICAGO DEPARTMENT OF AVIATION

To: Tiheta Hinton
Acting Chief Procurement Officer

Attention: Steve Loboda
Chair, Non-Competitive Review Board
Deputy Procurement Officer

From: 
David P. Winters
Chief Legal & Accountability Officer
Managing Deputy Commissioner

Date: 7/10/24

Subject: CDA Request for a Contract Modification for "Support & Maintenance of the Supervisory Monitoring Systems (SMS) and the Fire Alarm System) (FAS)

Vendor: Siemens Industry, Inc. 01
Requisition No.: 605613
Specification No.: 784155
Contract Award Date: January 1, 2019
Current End Date: December 31, 2025
Current PO No.: 84871

The Chicago Department of Aviation (CDA) is submitting this request to the Non-Competitive Review Board (NCRB) for unit price adjustment on all lines for PO 84871. This contract was recently approved for a two-year time extension and vendor limit increase (VLI). In order to memorialize the vendor limit increase, the CDA must have the unit price adjustments on each line completed. Siemens has done an exceptional job maintaining the monitors for all fire alarms, life safety alarms and electrical and mechanical building systems throughout O'Hare International Airport.

Request and Background

The CDA presented its request to NCRB on November 7, 2023. The NCRB approved this request on December 6, 2023. That request was for a two-year time extension and a vendor limit increase of \$8,630,560.00 for a PO limit from \$18,254,692.35 to \$26,885,252.35. In order to maintain continuity of operations, Siemens has requested, and CDA concurs, with doing a price unit increase on all lines.

Siemens Industry Inc. 01 ("Siemens") is the manufacturer, designer, supplier, and installer of the equipment known as the Supervisory Monitoring System (SMS) and the Fire Alarm System (FAS) – also referred to as Building Automation System (BAS). The SMS and the FAS continue to be serviced, maintained, repaired, and upgraded throughout the terminals and other designated locations. Siemens originally was awarded the design and installation contract via the RFQ/RFP process in 1988. They were among three firms which submitted proposals. At that time, they were known as Landis & Staefa. They have maintained the system on a sole source contract basis since then. The primary hardware components of the SMS and FAS system are either manufactured by or designed by and manufactured specifically for Siemens. The Supervisory Monitoring and the Fire Alarm Systems and software used are proprietary to Siemens and the company does not license any third-party vendors to use its equipment. The software that operates the systems on all levels (BACNet Controller, Data network Closet Central, Network Processor Insign and Desigo server, and interfaces, were designed and written by Siemens on a proprietary basis. This is an entirely proprietary system, and only Siemens has the capability to fully service the system. However, when components such as air handling units are added to the system, any manufacturer's operating controls can be used, so long as there is an "open protocol communication" installed, which translates the other manufacturers' language to Siemens language and vice versa.

CDA has invested in open-protocol network infrastructure (BACNet) to link devices across the systems. While it is theoretically possible for devices from one manufacture to communicate across an open-protocol network with front-end management software from a different provider, this requires custom coding and configuration, potentially reducing the effectiveness of the system and increasing the cost of implementation. It is extremely rare for building automation or fire alarm systems to contain front-end management software from a different manufacture than the device hardware manufacturer. We plan to continue to invest in open-protocol network infrastructure so that when the technology evolves to the point where it is practical to efficiently operate a multi-provider system CDA will be in a position to seek competitive bids from qualified firms.

In the meantime, we believe the best value for the CDA can be achieved by building on the significant investment to date in Siemens hardware and software and continuing to standardize Siemens products. In addition, in order to maintain continuity of operations and ensure that the Supervisory Monitoring Systems and the Fire Alarm Systems do not fail, it is imperative to extend this contract with Siemens.

Current Requirements

Siemens has provided ongoing support of the above-mentioned systems and continues to complete the work for this contract because we manufacture the products and software for the Fire Life Safety and BAS systems currently installed at O'Hare. Siemens has proactively upgraded the BAS system to open communication protocol BACnet which facilitates communication to 3rd party systems and equipment.

Other BAS & Fire service providers would not have the software tools and factory authorized training to upgrade software, programming, or provide security patches which translates to major liability for the city on the installed Fire Life Safety and BAS assets. For another service provider to take over these systems they would have to provide extensive capital system upgrades.

Siemens offers a comprehensive program that allows CDA to operate without budget risk. Siemens owns, at its own risk, project integration, operations, IT and engineering support. The

agreement includes labor and material required for CDA to manage their Building Automation and Fire System assets within the allotted budget. CDA receives Siemens' highest discounted preferred labor rates. The comprehensive program includes full preventative maintenance, current system architecture, and dedicated staff for the CDA who are subject matter experts in the industry.

Estimated Costs For Original Sole Source and Extension

The estimated cost for contract 84871 was \$18,254,692.35. This included estimates based on anticipated projects, time and material. The costs incorporated conversion of 300 panels to open BACNet protocol, the inclusion of the Consolidated Rental Car Facilities, the additional airport areas, and equipment covered, and the additional projects that were to be completed on T&M. In addition, this included work on the 1.2MM Square Foot Terminal 5 panel conversions and ongoing maintenance.

Under the current contract, Siemens has installed Desigo CC software platform, their next generation IT based platform used for total Building Solutions at O'Hare to integrate Automation, Life Safety, and Security systems. Siemens has also integrated 51 new area level (ALN) field panels and 858 new floor level (FLN) controllers. The systems installed at O'Hare are now made up of 660 ALN panels and 858 FLN controllers. Siemens also upgraded existing legacy panels to BACnet over the last 5 years, which means all Siemens panels communicate on the City Ethernet network.

The estimated costs for 2024 and 2025 include.

Full Preventative Maintenance Program

- Maintenance and services implemented under the following standards and guidelines: NFPA, OSHA, NEMA, ADA, MOPD, CEC, & ASHRAE.
- Full preventative maintenance program executed and documented.
- Performed ongoing calibrations and loop tuning on end devices.
- Resolved 800 plus work orders issued by CDA annually.
- Monthly fire systems reports to assist with insurance regulations.
- Performed 400 backups over 5-year term.
- Responded to over 400 plus after-hours emergency calls annually.
- Conducted CDA personnel training for 50 plus engineers twice annually.
- Provided consultative support of CDA - approved engineering firms working on infrastructure planning.
- Provide ongoing operator coaching for CDA facility staff as required.
- Performed 11 annual fire pump tests.

Current System Architecture

- All capital projects under CDA Facilities leverage the Desigo CC software platform.
- Integrated 51 ALN panels over the past 5 years.
- Integrated 858 FLN controllers (VAV boxes) over past 5 years.
- Siemens BACNet Panels are completely forward and backward compatible allowing for cost effective equipment lifecycle planning.
- Upgraded Fire Life Safety systems to Single platform.

- XLS Desigo platform.
- Consolidated several stand-alone fire life systems to operate on single consistent platform.
- Upgraded 100% of devices to smart addressable devices to improve fire alarm management and overall response times.
- Created centralized fire management dashboard at O'Hare Command Center which allows centralized dispatch.

The local Siemens branch has over 275 people on staff to service the Automation and Fire Life Safety systems installed at O'Hare. This depth of personnel ensures that no matter what might happen Siemens will have the resources to keep the airport Building Automation System & Fire Life Safety critical infrastructure running and under control.

Compliance

Under the current contract, PO 84871, Siemens requested a partial MBE waiver of 22% and a full WBE waiver. The City approved this request.

Under the two-year extension that was approved, Siemens has provided documentation that they are able to slightly increase their compliance, to 23% MBE and 0.5% WBE. Siemens has also stated that they will continue to research opportunities that will increase their MBE and WBE compliance. This is the current Compliance Plan and the CDA concurs with Siemens revised compliance plan.

If you have any questions or need additional information regarding this request, please contact Rosemary McDonnell at 773.894.1822. Thank you for your assistance.

In support of our request, the following documents are enclosed:

1. Non-Competitive Review Board (NCRB) Application
2. DPS Checklist
3. Signed CDA Scope of Work
4. Exclusivity Letter from Siemens
5. Standalone Quote from Siemens
6. Compliance Documents
7. Certificate of Filing for EDS from Siemens
8. Insurance Requirements
9. Certificate of Insurance from Vendor
10. Siemens Email confirming receipt of City of Chicago Terms and Conditions
11. Copy of recently executed Contract Modification (for Time Extension and Vendor Limit Increase)

Procurement Type: Unit price adjustment on all lines

Duration: January 1, 2024 – December 31, 2025

Estimated Total Cost Note: this information is for reference only. This VLI was already approved. The CDA is only requesting unit price adjustment on all lines. This unit price adjustment does not require another VLI.

January 1, 2024 – December 31, 2024: \$4,209,079.00

January 1, 2025 – December 31, 2025: \$4,421,481.00

Total: \$8,630,560.00 for a PO limit from \$18,254,692.35 to \$26,885,252.35

Funding Strip: 24.0740.085.4035.0162.0162

Vendor Contact: AJ DeGeorge
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Smart Infrastructure
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User Contact: Peter Butkovic Phone: 773.894.0162

User Managing Deputy: James Harney Phone: 773.686.4604



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Aviation	James Harney	773.686.4604	6/20/2024	
Contract Liaison	Email Contract Liaison	Telephone		
Rosemary McDonnell	rosemary.mcdonnell3@cityofchicago.org	773.894.1822		

List Name of NCRB Attendees/Department	
James Harney	Richard Meehan
Peter Butkovic	Michael Costas
Rosemary McDonnell	
Adella Gillespie	

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Siemens Industry, Inc. Infrastructure & Cities Sector Building Technologies Division Building Automation
1701 Golf Road, Rolling Meadows, IL 60008, Tower 3 Suite 500

Contact Person:	Phone:	Email:
AJ DeGeorge	(224)342-3448	anthony.degeorge@siemens.com
Project Description: Support and Maintenance of O'Hare Building Automation Systems (BAS) and Fire Alarm System (FAS)		

This is a request for:

New Contract

Amendment / Modification

Contract Type

Blanket Agreement Term: ____ (# of mo)

Standard Agreement

Type of Modification

Time Extension Vendor Limit Increase Scope Change

Contract Number: **84871**

Specification Number: **784155**

Modification Number: _____

<p>Department Request Approval</p> <p style="text-align: center;"></p> <p style="text-align: center;">7/1/24 DATE</p> <hr/> <p>DEPARTMENT HEAD OR DESIGNEE</p> <p style="text-align: center;">DAVID P WINTERS</p> <p>PRINT NAME</p>	<p>Recommended Approval</p> <p style="text-align: center;"><small>DocuSigned by:</small> </p> <p style="text-align: center;">8/15/2024 DATE</p> <hr/> <p>BOARD CHAIRPERSON</p> <p style="text-align: center;">Steve Loboda</p> <hr/> <p>PRINT NAME</p>
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(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

Approved Rejected

8/16/2024
DATE

CHIEF PROCUREMENT OFFICER



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

This request to amend previously approved request. The CDA presented to the NCRB on November 7, 2023, which was subsequently approved by the NCRB on December 6, 2023. At that time, the CDA requested a two year time extension and vendor limit increase for PO 84871. This was fully executed as of June 3, 2024. The CDA is requesting that a unit price adjustment for all lines be approved. This will allow Siemens to bill at the rates that were required for the already approved vendor limit increase (VLI). This will ensure all critical services can continue.

These services are critical to the CDA operations, and this time extension will ensure that there are is no gap in critical services while the CDA prepares its detailed specifications for a competitive procurement. The CDA requests that the unit prices be adjusted that will align with our previous request of a vendor limit increase.

Siemens Industry Inc. 01 ("Siemens") is the manufacturer, designer, supplier, and installer of the equipment known as the Supervisory Monitoring System (SMS) and the Fire Alarm System (FAS)--also referred to as Building Automation System (BAS). The SMS and the FAS continue to be serviced, maintained, repaired, and upgraded throughout the terminals including the Consolidated Rental Car Facilities, Heating & Refrigeration Plant, and remote buildings at O'Hare Airport.

Siemens or their previous companies (Landis & Staefa) have held sole source contracts at O'Hare under various contracts since 1988. This contract was recently approved to be extended through December 31, 2025.

The SMS and FAS at O'Hare consist of hardware and software designed, supplied, installed, commissioned, and warranted and serviced by Siemens. The primary hardware components of the SMS and FAS are either manufactured by or designed by and manufactured specifically for Siemens. The software that operates the systems on all levels (BACNet Controller, Data Network Closet Central, Network Processor of Insight and Desigo server, and interfaces) were designed and written by Siemens on a proprietary basis. This is an entirely proprietary system, and only Siemens has the capability to fully service the system. At this time, it is essential to maintain continuity of operations for the existing system. The CDA has evaluated its systems and industry standards and determined that this can be competitively bid. We are preparing the detailed specifications and other paperwork in anticipation of a competitive procurement.

CDA, to date, has invested heavily in upgrading hardware and software to standardize around a single manufacturers' products. Compatibility with the existing equipment, system, software is very critical and needs to be maintained from an operational standpoint, cost, quality, efficiency and standardization. The standardization program brings substantial benefits in terms of the quality of system performance (eliminating communications issues between devices and management software) and cost efficiencies associated with upgrade implementation and maintenance activities (due to standardized coding and configuration, and concentration of staff expertise around a single set of products). In order to achieve the same performance on quality and efficiency, a different provider may need to replace all of the Siemens equipment and software. Integration of different systems could be costly but it is not impossible; therefore, the CDA is working on its detailed specifications in anticipation of future competitive procurement.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is an amendment to an approved Sole Source. The CDA presented to NCRB on November 7, 2023, and the NCRB approved a contract modification on December 6, 2023. This was fully executed as of June 3, 2024. This request is to increase Siemen's unit price line items in the Contract so as to align with our approved vendor limit increase. The current contract, PO 84871, was awarded January 1, 2019, and it will expire December 31, 2025.



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Siemens has partnered with the CDA for over 12 years. Prior to 2007, CDA was under contract with Landis & Staefa which Siemens purchased in 2001. Landis & Staefa originally was awarded the design and installation contract via the RFQ/RFP process in 1988. They were among three (3) firms which submitted proposals. This agreement is mainly used to perform preventive maintenance on the Building Automation System and the Fire and Life Safety System. When funds were available, additional tasks to update defective panels were completed. The goal of the CDA to have a BACNet compatible system installed which can run on the City network was achieved during the current contract term. We have updated the rest of the SMS and FAS panels and controls in the Domestic Terminals and various other outlying buildings to BACNet or BACNet ready (when the Fiber is available will be put on City network). This contract will not be used to install fiber to facilitate this task, fiber was and will be installed by others.

We have the entire SMS operated by CDA and BACNet panels. This will allow all of the panels to communicate on the City Network where the City network fiber is available. By being on the network the system will run faster and be a nonproprietary BACNet system. This will allow other BACNet products to communicate on the same network along with the Siemens panels and viewed through one Graphical Interface already installed at O'Hare.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).

The CDA is working on its scope of work and funding estimates, and plans to submit to DPS in the next few months.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

In 2012 and in 2018, the CDA engaged Cosentini to review the existing CDA FAS and SMS systems, identified potential service providers, and conducted research into standard industry practices for similar large campus systems. Cosentini was established in 1952 to provide consulting services in the mechanical and electrical engineering disciplines. Engineering services include heating, ventilating, and air-conditioning (HVAC), electrical, plumbing and fire protection. The mechanical engineers in the HVAC discipline design and specify HVAC systems including building automation systems. The electrical engineers specify power distribution systems and equipment and fire alarm systems. Recent large projects in the Chicago area and United States include:

- Health Care Service Corporation, Enterprise, IL, TX, NM, OK, MT
- Exxon Mobile Headquarters, Houston, TX
- 111 W. Wacker Driver Residential Tower, Chicago, IL
- 150 North Riverside Center, Chicago, IL

Cosentini inspected and reviewed SMS/FAS configuration for the O'Hare Airport Domestic Terminal Buildings and Tunnels, the Heating & Refrigeration (H&R) Plant, consolidated rental car facility, and outlying buildings to understand the current extent of the FAS and SMS. Cosentini interviewed system programmers and maintenance contract staff to better understand all improvements, and upgrades that have been implemented over the last contract term. Cosentini compared major manufacturers and service providers, including:

- Siemens
- EST
- Honeywell/Notifier
- Automated Logic
- Johnson Controls

The review efforts focused on the interchangeability of equipment, open and proprietary communications protocols, open and proprietary device designs, and the practicality and cost of replacing and upgrading elements of the systems through a different contractor.

The original research effort included a search of organizations capable of maintaining similar large campus-wide systems. This has made the conclusion that there are few capable organizations. Large or campus-wide fire alarm systems consisting of varied manufacturers are unlikely to exist as it invalidates the UL listing of the fire alarm system. Within these large or campus-wide system, we found installations only by the few capable manufacturers. Where the



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manufacturer or the FAS and SMS were not the same, two separate maintenance contracts were required. In cases where the FAS and SMS are provided by a common manufacturer, both were maintained by that manufacturer.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This request is for an amendment to what was approved by NCRB on December 6, 2023. The unit prices need to be adjusted so as to align with our requested vendor limit increase.

The CDA is working on the detailed specifications and cost estimation for a competitive bid. The CDA has reviewed its operations and functional capabilities, and evaluated current industry standards, and has determined that this can be competitively bid due to the industry's evolution toward standardization with open-protocol technologies. The CDA had some internal staff shifts that resulted in a delay with submitting the full packet for advertisement, but the current Users are diligently working on finalizing the scope and estimates for the new 5 year contracts.

The CDA has taken management control of the networking hardware and firmware and user account and network device management.

a. Starting 2010, CDA IT/Unisys has started to administer and maintain the network.

b. As part of the process CDA has expanded the number of network routers and converters to more areas of the airport to allow for more BACNet cabinet installations.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

CDA has reviewed its systems and evolving industry standards. Since the industry has evolved towards an open protocol system, the CDA now believes that competitive bidding is feasible. It will take time to develop our detailed specifications so as to ensure a seamless integration of systems if another Vendor is selected. As previously mentioned, mixing, maintaining and programming different systems may be challenging, so we require enough time to develop a solid detailed specification that incorporates potentially different systems. The industry continues to evolve to full standardization around open-protocol technologies, therefore, future competitive bidding is feasible.

These varied systems are partly due to the network infrastructure on which the systems are built, and partly due to the coding required for devices to communicate with the front-end management software and the related configuration of the front-end software. CDA has invested in open-protocol network infrastructure (BACNet) to link devices across the systems. While it is theoretically possible for devices from one manufacturer to communicate across an open-protocol network with front-end management software from a different provider, this requires custom coding and configuration, potentially reducing the effectiveness of the system and increasing the cost of implementation. In Cosentini's experience, it is extremely rare for building automation or fire alarm systems to contain front-end management software from a different manufacturer than the device hardware manufacturer. CDA continued to invest in open-protocol network infrastructure so that when the technology evolves to the point where it is practical to efficiently operate a multi-provider system. The CDA is now in a position to seek competitive bids from qualified firms.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

This request is only for price adjustments for all lines. It does not require another vendor limit increase.

O&M Funding: 740 85 4035 0162 0162

The approved vendor limit increases are below. This request was approved by NCRB on December 6, 2023, and fully executed as of June 3, 2024. This information is for reference purposes only.

The costs for ongoing maintenance are broken out below. We included costs for 2023 (the last year of the base contract).

Year 2023: \$3,753,609.36

Year 2024: \$4,209,079



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Year 2025: \$4,421,481

This Contract's scope of work includes all of the facilities of Chicago O'Hare International Airport complex served by the Chicago Department of Aviation (CDA). The Contractor shall determine with CDA the exact boundaries. This includes, but is not limited to, the following buildings:

- * O'Hare Airport Domestic Terminal Buildings and Tunnels
- * The Heating & Refrigeration (H & R) Plant
- * Bus/Shuttle Center/Parking Structure
- * All CDA Outlying Buildings

The Contractor must perform all hardware/software/communications/networks upgrades including the related preventative maintenance, installations, training, and software support services for the Building Automation System (BAS) and the Fire Alarm System (FAS) and related controls. These shall be performed in a professional and satisfactory manner following, at minimum, CDA requirements, industry practices, guidelines, and Standards, National Electrical Manufacturers Association (NEMA) Standards Publication SB 2-2016 (or the latest edition), the latest edition of National Fire Protection Association (NFPA) 72, Americans with Disabilities Act (ADA), the City of Chicago's Mayor's Office for People with Disabilities (MOPD), and the requirements of the City of Chicago Building Code, the City of Chicago Electrical Code, ASHRAE, and any authorities having jurisdiction. Refer to the attached excerpts from various Codes, Standards, and sample industry guidelines.

This Contract includes the on-going maintenance of Building Automation System (BAS) and the Fire Alarm System (FAS), related controls, hardware and software upgrades including, but not limited to:

- * Graphics
- * BACnet Panel Installation
- * Software Installation and Updates
- * Equipment such as controllers and integral panel components including, but not limited to electro-pneumatic switches and transducers

All major service and equipment replacement and/or upgrades shall be documented and presented for CDA approval prior to purchase or installation.

The following breakout shows the costs for ongoing service and maintenance. It does not include the costs for work that has been completed to the Terminal 5 Building 325 and Tunnels.

Note that this was approved by the NCRB and executed as of June 3, 2024. This is for reference purposes only.

	2023	2024	2025	Contract Totals
Monthly	\$291,967.45	\$329,923.15	\$347,623.42	
Yearly	\$3,503,609.36	\$3,959,079.00	\$4,171,481.00	\$11,634,169.36
Special Projects*	\$250,000.00	\$250,000.00	\$250,000.00	\$750,000.00
Budget	\$3,753,609.36	\$4,209,079.00	\$4,421,481.00	\$12,384,169.36

Over the course of the last five-year sole-source contract term, Siemens has installed Desigo CC software platform, our next generation IT based platform used for total Building Solutions at O'Hare to integrate Automation, Life Safety, and Security systems. We have also integrated 51 new area level (ALN) field panels and 858 new floor level (FLN) controllers. The systems installed at O'Hare are now made up of 660 ALN panels and 858 FLN controllers. Siemens also upgraded existing legacy panels to BACnet over the last 5 years, which means all Siemens panels communicate on the City Ethernet network.

Siemens installed both SMS & FAS at the new O'Hare Consolidated Rental Car Facilities (CRCF) that was completed in 2018. Siemens also absorbed the new Consolidated Rental Car Facilities coverage for comprehensive SMS and Fire Life Safety Agreement.



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Siemens will provide full coverage under current comprehensive program to any Fire Life Safety and SMS equipment added on projects at no additional cost to City.

2. What is the estimated cost by fiscal year?

	2023	2024	2025
	Yr. 5	Yr. 6	Yr. 7
Monthly	\$291,967.45	\$329,923.15	\$347,623.42
Yearly	\$3,503,609.36	\$3,959,079.00	\$4,171,481.00
Special Projects*	\$250,000.00	\$250,000.00	\$250,000.00
Budget	\$3,753,609.36	\$4,209,079.00	\$4,421,481.00

(*) = Based on time and material line items- Projects are performed at the discretion of CDA. Vendor will only be paid for services requested by CDA.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e. budgeted amount, previous contract price, current catalogue or cost proposal from firms solicited, engineering or in-house estimate, etc.)

The 2023 annual costs for the maintenance was \$3,753,609.36 (not including work on Terminal 5 Building 325 and Tunnels) was submitted by Siemens, with approval by the City of Chicago. Siemens has provided its annual maintenance costs for 2024 and 2025. The annual maintenance cost for 2024 will be \$3,959,079. The 2024 special projects costs will be \$250,000. The total anticipated costs for 2024 will be \$4,209,079. The annual maintenance cost for 2025 will be \$4,171,481. The 2025 special projects costs will be \$250,000. The total anticipated costs for 2025 will be \$4,421,481.

This is an increase of 5% from 2024 to 2025. This is a competitive price for the City.

The cost was based on the current contract taking into account the completed conversion of 300 panels to open BACNet protocol, the inclusion of the Consolidated Rental Car Facilities, the additional airport areas and equipment covered and the additional projects that will be completed on T&M at CDA's discretion.

The Contractor's parts are discounted at 52% from the catalog prices, unchanged from the current base contract.

Non-Contractor's parts are marked up at 10% above cost, unchanged from the current base contract.

Subcontracting services are marked up at 10% above cost, unchanged from the current base contract. Siemens requested a full WBE waiver, and a full MBE waiver (22%) for the base contract. The City approved. For the extension, Siemens is increasing its MBE to 23% and adding in WBE to 0.5%. The CDA concur with their increase in compliance.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

CDA has invested heavily in upgrading hardware and software to standardize around a single manufacturer's products. The standardization program brings substantial benefits in terms of the quality of system performance (eliminating communications issues between devices and management software) and cost efficiencies associated with upgrade implementation and maintenance activities (due to standardized coding and configuration, and concentration of staff expertise around a single set of products). One scenario is that, in order to achieve the same performance on quality and efficiency, a different provider would need to replace all of the Siemens equipment and software. This would require a very large investment by the City and would result in replacement of equipment currently having significant lifecycle time remaining. An alternative scenario would be to reverse the standardization program and begin to introduce another manufacturer's products over the lifetime of the contract per regular upgrade and maintenance schedules; or to require a new service provider to acquire and install Siemens products and software. In the past the CDA thought that the first alternative would result in degradation of system performance and loss of efficiency in the upgrade and maintenance program. The CDA also believed that the second alternative would



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result in a higher cost for Siemens products due to the addition of third-party mark-up and loss of direct access to Siemens personnel for maintenance and support of the installed assets. Now, due to the industry's evolution towards a more standardized open-protocol system the CDA believes that the systems should be able to be integrated. This could be challenging, both financially and technologically, so the CDA continues to research the best solution for this as we develop our detailed specifications for a future competitive procurement.

This extension includes a fully loaded monthly maintenance price that covers all labor and materials on a 24/7 basis. This will limit CDA's exposure to unexpected maintenance expenses as opposed to a Time & Material contract which could result in considerable unanticipated costs should the system incur large failures/breakdowns.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

We met with the vendor on several occasions and discussed the pricing, requiring them to stay at the current rate level or below for the same services. The rates offered to CDA are very competitive and significantly lower than the vendor's street rates.

a. The costs from 2024 to 2025 are 5% higher but this is a competitive price for the City and lower than the vendor's street rates. Siemens provided additional justification on the increase from 2023 to 2024 (included in this packet). Siemens standard average street rate for all disciplines above is \$301 per hour as shown in the attached published rate card for all of their labor disciplines.

Per the service contract, Siemens needs to staff (10) full time employees utilizing the disciplines listed in the attached document. These (10) fulltime employees equates to roughly 20,000 man hours per year. If Siemens were to apply a blended rate of \$301/hr, then the base contract to CDA for these services would be \$5,140,000. The base price for the 2024 contract extension is \$3,959,079, which is a discount of 23%.

Also, all repair and replacement parts, software licensing, and emergency calls (including holidays and overtime) are included in the contract at no cost to the CDA.

b. Siemens will maintain the fire equipment (central control panels, annunciators, pre-action panels, heat and smoke detectors, water flows, pull stations, flame detectors, low pressure and tamper switches, elevator recall, fire door testing, CO2 fire testing, fire pump testing, pneumatic fire devices (compressors) fitter, and FAA Tower report to central station).

Exhibit 1, "List of Maintained Equipment and Systems" in the attached Scope of Work, outlines all of the systems that Siemens will maintain.

c. Attached are the Field Service Labor Rates (Street Rates) and rates for their preferred for the Chicago area and their proposals to CDA.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The approved extension of the current contract began January 1, 2024 and the current contract will expire December 31, 2025.

2. Is a lack of drawing and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

No, the lack of drawings and/or specifications are not a constraining factor to competitive bidding. The CDA is preparing its detailed specification for future competitive procurement.

In the past, the CDA engaged Cosentini (a Tetra Tech company) in 2012 and in 2018 to review the existing Fire Alarm System (FAS) and Supervisory Monitoring System (SMS), assess industry standards for system procurement at other large facilities, and to provide a professional opinion on the procurement options available. Following a thorough investigation, Cosentini Associates concluded that the two systems require fully integrated hardware, software, and Operations and Maintenance (O&M) services to effectively deliver critical life safety and building management



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functions. Separating out a component of the system, such as O&M services, while theoretically possible, would have a series of impacts on performance quality, operating efficiency, and cost; which could include either replacement of the installed hardware and software asset base, substantially higher cost of replacement parts and software upgrades, or reduced efficiency and added complexity related to implementation of component upgrades or replacements. A competitive process designed to identify the best value professional O&M services must also ensure the continued integrity of the full system, including the hardware and software components, and would therefore require bidders to propose solutions for the full system. The opinion of Cosentini Associates, at that time, was that a competitive bidding process would not result in a practical solution for CDA's requirements given the heavy CDA investment in standardized hardware and software and the significant lifecycle time remaining on the installed asset base. However, since the industry continues to evolve into a more standardized open-protocol technology, the CDA now believes that this can be competitively bid.

The goal of the CDA is to have a fully integrated system to effectively deliver critical safety and building management functions. Siemens has updated approximately 660 panels in Terminals 1-3 and various other outlying buildings to BACNet or BACNet ready; when the Fiber is available will be put on City network.

Exhibit 1, "List of Maintained Equipment Systems" in the attached Scope of Work, outlines all of the systems that Siemens will maintain.

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

The current contract will expire on December 31, 2025 and it is critical to maintain continuity of these critical operations while the CDA prepares its detailed specifications and other paperwork needed for a competitive procurement. This request memorializes what was approved and allows Siemens to bill at the correct rates.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

The current contract will expire on December 31, 2025. It is critical that there be no gap in service while the CDA prepares its detailed specifications and other documents required for a competitive procurement.

In the past, CDA engaged Cosentini (a Tetra Tech Company) to review the existing Fire Alarm System (FAS) and Supervisory Monitoring System (SMS), assess industry standards for system procurement at other large facilities, and to provide a professional opinion on the procurement options available. Following a thorough investigation, Cosentini Associates concluded that the two systems require fully integrated hardware, software, and Operations and Maintenance (O&M) services to effectively deliver critical life safety and building management functions. Separating out a component of the system, such as O&M services, while theoretically possible, would have a series of impacts on performance quality, operating efficiency, and cost; which could include either replacement of the installed hardware and software asset base, substantially higher cost of replacement parts and software upgrades, or reduced efficiency and added complexity related to implementation of component upgrades or replacements. A competitive process designed to identify the best value professional O&M services must also ensure the continued integrity of the full system, including the hardware and software components, and would therefore require bidders to propose solutions for the full system. The opinion of Cosentini Associates, at that time, was that a competitive bidding process would not result in a practical solution for CDA's requirements given the heavy CDA investment in standardized hardware and software and the significant lifecycle time remaining on the installed asset base. Siemens has updated approximately 660 panels in Terminals 1-3 and various other outlying buildings to BACNet or BACNet ready (when the Fiber is available will be put on City network). Furthermore if the current system is not being maintained, we may lose the capabilities to control and monitor our Heating and Refrigeration equipment, fire alarm systems, and many other essential systems at the airport that depend on the current SMS and/or FAS. However, due to the industry's ongoing evolution toward a standardized open-protocol technology, competitive bidding is now feasible. The CDA is preparing its detailed specifications for a competitive procurement.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

The FAS and SMS are integrated systems of hardware, software, and services. CDA has invested heavily in Siemens



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hardware and software and plans to continue to build on a system standardized around Siemens products, until such time as truly open-protocol technology standards exist in the industry.

Siemens has provided ongoing support of the above-mentioned systems and continues to complete the work for this contract because we manufacture the products and software for the Fire Life Safety and BAS systems currently installed at O'Hare. Siemens has proactively upgraded the BAS system to open communication protocol BACnet which facilitates communication to 3rd party systems and equipment.

- Airport systems are industry standard are now open protocol BACnet, but the installed equipment firmware and programming is still Siemens based, which requires Siemens technician tools to interface with
- As technology continues to evolve and improve, Siemens can seamlessly upgrade firmware and make software and programming upgrades to its own software based on future needs of the airport
- Siemens software security patches continue to be upgraded and installed to keep the airport's Life Safety & BAS system secure from cyber threats

Other BAS & Fire service providers would not have the software tools and factory authorized training to upgrade software, programming, or provide security patches which translates to major liability for the city on the installed Fire Life Safety and BAS assets.

- Major liability to the city of Chicago and could result in issues with keeping the airport safe from fire and loss of life
- The Fire Life Safety and BAS system are integrated through Siemens software which allows communication of all critical Life Safety data seamlessly to the O'Hare Command Center & HR Plant
- It is critical the BAS connection allows data to seamlessly flow due to need for fast response times during airport emergency events

For another service provider to takeover these systems they would have to provide extensive capital system upgrades including:

- Replace the servers and 600+ supervisory field panels
- Replace Life Safety and HVAC end devices due to capability issues with hardware.
- CDA personnel would be working on disparate systems, and needing extensive training on another system

The CDA believes that Siemens is uniquely qualified to fulfill this role for the contract time extension, and that no other provider can deliver the depth and range of expertise on Siemens hardware and software products that exists within the current Siemens organization. Siemens can uniquely provide access to software designers and engineers responsible for development of the Siemens Apogee/Desigo front-end management system to address complex coding and communication issues across all devices managed by the system. Siemens personnel also provide highly detailed knowledge of the existing O'Hare systems, configurations, and bespoke coding. The existing knowledge base is very important and cannot be quickly replicated by a third-party services provider. In addition to the unique nature of Siemens qualifications and their experiences with the O'Hare systems, contracting directly with Siemens of O&M services provides a direct channel to Siemens for hardware and software components, avoiding third-party mark-up costs.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

The local Siemens branch has over 275 people on staff to service the Automation and Fire Life Safety systems installed at O'Hare. This depth of personnel ensures that no matter what might happen Siemens will have the resources to keep the airport Building Automation System & Fire Life Safety critical infrastructure running and under control.

Chicago Team and Resources

- 10 minimum fulltime technicians, electricians, pipefitters and software professionals on-site
- Fully staffed Cyber Security team and network IT team
- Licensed manufacturer and installer of automation & fire systems – Original Equipment Design Manufacturer



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(OEM)

- Technicians have extensive OEM factory training
- Branch location less than 10 miles from site with 275 Siemens employees
- Siemens US Home Office 15 miles from site with complete staff available to problem solve any situation
- Siemens Factory and warehouse located at US Home Office with an abundance of product that can be used at O'Hare which means easy access to full inventory
- 30+ year proven track record at O'Hare with high satisfaction at O'Hare
- Reached current Minority Business goals
- R&D and software development center in downtown Chicago
- Downtown office in Chicago loop

Siemens personnel are without doubt the predominant experts in building automation and fire alarm systems utilizing the Siemens Apogee/Desigo front-end management system and an installed asset base of majority Siemens hardware. Siemens has significantly more detailed knowledge of the existing O'Hare system and CDA maintenance requirements than any other potential provider. Siemens technicians have a minimum of 4-6 weeks of initial classroom training that is performed at Siemens Training Center. This training encompasses the software and hardware programming and maintenance routines. Once this initial training is completed the technicians need to attend a minimum of one training program per year. This additional training is to ensure the technicians are up to date on any changes made to the Siemens Operating System. The Siemens Apogee/Desigo system programming is one part of the training the technicians receive and ensures that when programs are written they are similar in nature to allow for ease of servicing when required.

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

The FAS and SMS are integrated systems composed of hardware, software, and services. CDA has invested heavily in Siemens hardware and software and currently operates an installed asset base that is composed primarily of Siemens equipment (approximately 98% of the FAS and approximately 100% of the SMS control panels) and is managed by the Siemens Apogee/Desigo front-end management system. The Siemens service organization is highly specialized in the installed hardware and software components and can exclusively provide deep expertise in Siemens products from front-line service personnel to software designers and system engineers. Fire alarm and building automation systems for a campus at the scale of O'Hare are highly complex and require software customization and configuration that can only be provided by the manufacturer.

Siemens offers a comprehensive program that allows CDA to operate without budget risk. Siemens owns, at its own risk, project integration, operations, IT and engineering support. The agreement includes labor and material required for CDA to manage their Building Automation and Fire System assets within the allotted budget. CDA receives Siemens highest discounted preferred labor rates

A. Full Preventative Maintenance Program

- Maintenance and services implemented under the following standards and guidelines: NFPA, OSHA, NEMA, ADA, MOPD, CEC, & ASHRAE
- Full preventative maintenance program executed and documented
- Performed ongoing calibrations and loop tuning on end devices
- Resolved 800 plus work orders issued by CDA annually
- Monthly fire systems reports to assist with insurance regulations
- Performed 400 backups over 5 year term
- Responded to over 400 plus after hours emergency calls annually



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- Conducted CDA personnel training for 50 plus engineers twice annually
- Provided consultative support of CDA approved engineering firms working on infrastructure planning
- Provide ongoing operator coaching for CDA facility staff as required
- Performed 11 annual fire pump tests

Over the course of the last five-year sole-source contract term, Siemens has installed Desigo CC software platform, our next generation IT based platform used for total Building Solutions at O'Hare to integrate Automation, Life Safety, and Security systems. We have also integrated 51 new area level (ALN) field panels and 858 new floor level (FLN) controllers. The systems installed at O'Hare are now made up of 660 ALN panels and 858 FLN controllers. Siemens also upgraded existing legacy panels to BACnet over the last 5 years, which means all Siemens panels communicate on the City Ethernet network.

B. Current System Architecture (reference scope of services for complete equipment list)

- All capital projects under CDA Facilities leverage the Desigo CC software platform
- Integrated 51 ALN panels over past 5 years
- Integrated 858 FLN controllers (VAV boxes) over past 5 years
- Siemens BACnet Panels are completely forward and backward compatible allowing for cost effective equipment lifecycle planning
- Upgraded Fire Life Safety systems to Single platform
- XLS-Desigo platform
- Consolidated several standalone fire life systems to operate on single consistent platform
- Upgraded 100% of devices to smart addressable devices to improve fire alarm management and overall response times
- Created centralized fire management dashboard at O'Hare Command Center which allows centralized dispatch

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Siemens software development teams continually provide O'Hare with the latest updates and newest versions of software and equipment due to the complex nature of the O'Hare systems. CDA benefits from the focus of the Siemens development teams in addressing the complexities of the O'Hare systems in new versions, and from the focus of the software experts in optimizing the performance of the existing system.

Siemens is the Manufacturer of all the components that are used in their Building Automation and Fire Systems.

The Power Process Control Language is a software operating system which is a copywritten product owned and maintained by Siemens industry, Inc.

Siemens has R&D and troubleshooting teams available in Buffalo Grove Illinois to assist with any problems that may occur with software or hardware items manufactured and installed by Siemens Branches.

Specialized tools, only distributed to Siemens factory trained technicians include:

- Commissioning Interface Software which allows technician to talk to terminal equipment controllers and make changes and determine the operation of unit.
- Commissioning Tool which helps with the start-up field cabinets when they go down or are initially installed.
- Job Editor Software which allows the technician to backup the database of the system and having a current copy in case of the system going down.
- Designer Software is the software used by the Technician to design the application specific graphics that are installed in the system.



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5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

Due to the complexity of the FAS and SMS, software upgrades to the front-end system require significant installation and related customization work that requires the expertise of Siemens software engineers. In addition, much of the upgrade and installation work is currently carried out as part of test bed initiatives by Siemens, which provides significant benefit to CDA with minimal associated cost. CDA would likely incur significantly higher costs for installation and customization services delivered by a third-party; by personnel that are not part of the Siemens organization.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brand or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

CDA has procured upgrade and replacement hardware and software, as well as support services for maintenance and upgrade of the FAS and SMS systems. CDA, to date, has invested heavily in upgrading hardware and software to standardize around a single manufacturer's products. Compatibility with the existing equipment, system, software is very critical and need to be maintained from an operational standpoint, cost, quality, efficiency and standardization. The standardization program brings substantial benefits in terms of the quality of system performance (eliminating communications issues between devices and management software) and cost efficiencies associated with upgrade implementation and maintenance activities (due to standardized coding and configuration, and concentration of staff expertise around a single set of products). As the industry continues to evolve towards a standardized open-protocol technology, the CDA continues to evaluate the feasibility of a full system replacement or integration of two systems. However, the CDA now believes that this can be competitively bid since the industry has moved to more open-protocol technologies, and the CDA is preparing its detailed specifications for a competitive procurement. The CDA continues to review its systems and funding capacity for either scenario.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Competition is not precluded only because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data but also because while it is theoretically possible for devices from one manufacturer to communicate across an open-protocol network with front-end management software from a different provider, this requires custom coding and configuration, potentially reducing the effectiveness of the system and increasing the cost of implementation. In Cosentini's experience, it is extremely rare for building automation or fire alarm systems to contain front-end management software from a different manufacturer than the device hardware manufacturer. CDA has continued to invest in open-protocol network infrastructure. With the technology at a point where there is opportunities to operate a multi-provider system (challenges notwithstanding), the CDA is now in a position to seek competitive bids from qualified firms. The CDA has made some updates to its scope of work and is finalizing its cost estimates for a competitive bid.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

CDA is procuring upgrade and replacement hardware and software, as well as support services for maintenance and upgrade of the FAS and SMS systems. CDA, to date, has invested heavily in upgrading hardware and software to standardize around a single manufacturer's products. The standardization program brings substantial benefits in terms of the quality of system performance (eliminating communications issues between devices and management software) and cost efficiencies associated with upgrade implementation and maintenance activities (due to standardized coding and configuration, and concentration of staff expertise around a single set of products). It is possible that, in order to achieve the same performance on quality and efficiency, a different provider would need to replace all of the Siemens equipment and software. This would require a very large investment by the City and would result in replacement of equipment with significant lifecycle time remaining. The CDA is analyzing this scenario as we move towards a competitive procurement.

With respect to parts, while Siemens has various distributors for their products, buying from a distributor instead of the



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manufacturer, Siemens would simply add an additional level of mark up on the price and provide no additional value. Other manufacturer's products are not fully compatible/interchangeable with those manufactured by Siemens.

MBE/WBE COMPLIANCE PLAN

- All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and O-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

Under the base contract, Siemens requested, and the City approved, a partial MBE waiver and a full WBE waiver. The MBE compliance was 22%. For the extension, Siemens has conducted outreach to identify potential increases in compliance, and are able to increase their MBE to 23% and their WBE to 0.5%.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e. an approved "ITGB Form" or "Request For Individual Hire Form"

Not Applicable.

OTHER

Under the base contract, compliance was set at 25% MBE and 5% WBE. Siemens requested, and the City approved, a full WBE waiver and a partial MBE waiver (to 22%). Under the extension, that was approved and is active, Siemens was able to increase its MBE goal for the 2 years up to 23%, and to increase its WBE goal to 0.5%. Siemens has stated that they will take appropriate measures to increase these MBE/WBE participation amounts. The CDA concurs with these increased goals and the Concurrence letter is in the packet.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBEWBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an **approved "ITGB Form"** or "Request For **Individual Hire Form**".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.

Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date:
6/18/2024

Department Name:
Aviation

Requisition No: 605613 **Specification No:** 784155

PO No: 84871 **Modification No:** 2

Contract Liaison:
Rosemary McDonnell

Telephone:
773.894.1822

Email:
Rosemary.McDonnell3@cityofchicago.org

Project / Program Manager:
Peter Butkovic

Telephone:
773.894.0162

Email:
Peter.butkovic@cityofchicago.org

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. **Note:** 1) **Funding:** Attach information if multiple funding lines; 2) **Individual Contract Services:** Include approval form signed by Department Head and OBM; 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

***Contract Liaison Signature**

***By signing this form, I attest that all information provided is true and accurate.**

Check One:
 New Contract Request

**By signing below, I attest the estimates provided for this contract are true and accurate.*

Project Title:
Support & Maintenance of the Supervisory Monitoring System (SMS) and the Fire Alarm System (FAS)

Project Description:
Support & Maintenance of the Supervisory Monitoring System (SMS) and the Fire Alarm System (FAS). This request is to get approval for price line increases on the contract. The previous VLI and time extension were approved and executed.

Funding:

<input type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input checked="" type="checkbox"/> Enterprise	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:
<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
	24	0740	85	4035	0162	0162			8630560

***Project / Program Manager Signature**

***Commissioner/Authorized Designee Signature**

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Purchase Order Information:

Contract Term (No. of Months): 60

Extension Options (Rate of Recurrence):

Estimated Spend/Value: \$8,630,560.00

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Grant Commitment / Expiration Date:

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

Contract Type:

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

Modification or Amendment

Modification Information:

PO Start Date: 1/1/2019
PO End Date: 12/31/2025

Amount (Increase/Reduction):

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify): unit Price Adjustment on Contract Lines

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Vendor Info:

Name: Siemens Industry, Inc.
Contact: AJ DeGeorge
Address: 585 Slawin Ctt., Mount Prospect, IL 60056
E-mail: anthony.degeorge@siemens.com
Phone: 224.342.3448

Risk Management / EDS

Insurance Requirements (included) Yes No
EDS Certification of Filling (included) Yes No

CONTRACT 84871
SUPPORT AND MAINTENANCE OF THE SUPERVISORY MONITORING SYSTEM (SMS)
AND THE FIRE ALARM SYSTEM (SMS)
SCOPE OF SERVICES

The Contractor will provide ongoing maintenance for two years under PO 84871. This scope of work is for a price modification for all lines under PO 84871. The time extension and vendor limit increase was approved by the Non-Competitive Review Board (NCRB) in December 2023, with full execution on June 3, 2024. This request is an amendment to that approval, providing for unit price increases only. The scope of work, as outlined below, has not changed.

This includes all of the facilities of Chicago O'Hare International Airport complex served by the Chicago Department of Aviation (CDA). This includes, but is not limited to, the following buildings:

- O'Hare Airport Domestic Terminal Buildings and Tunnels
- The Heating & Refrigeration (H & R) Plant
- Bus/Shuttle Center/Parking Structure
- All CDA Outlying Buildings

The Contractor will perform all hardware/software/communications/networks upgrades including the related preventative maintenance, installations, training, and software support services for the Building Automation System (BAS) (also known as Supervisory Monitoring System) and the Fire Alarm System (FAS) and related controls. This includes the on-going maintenance, related controls, hardware, and software upgrades. This also includes procedures, testing, repairs, adjustments and component replacement for the BAS and Life Safety Systems, and all related apparatus at O'Hare International Airport. The Contractor will provide all labor, supervision, equipment, materials, and supplies as necessary in the performance of this work outlined in the Contract. All major service and equipment replacement and/or upgrades shall be documented and presented for CDA approval prior to purchase or installation.

The Contractor will perform complete maintenance of the BAS and Life Safety Systems to ensure they may be operated safely in accordance with performance standards and other criteria specified in this agreement twenty-four (24) hours per day, seven (7) days per week except for scheduled preventative maintenance and safety test procedures approved by the CDA Commissioner.

The Contractor shall make all mandated and/or recommended periodic and routine inspections and tests of the BAS and Life Safety Systems in accordance with various requirements found in the Scope of Work from Siemens. Any testing or re-inspections required will not be charged to the City. For any new system (s) installed by Siemens and/or added on the Building Automation System (BAS) and/or the Fire Alarm System (FAS), the monitoring, controlling, maintenance, repairs, adjustments, and component replacements are all included and shall be part of the monthly fee.

The Contractor shall perform preventative maintenance on all BAS and FAS equipment, which includes, but is not limited to, the list of maintained equipment in Siemen's scope of work. Preventative

maintenance will be performed in accordance with established industry associations, manufacturers' recommendations, common guidelines, and practices, and as directed by CDA. The Contractor shall consult with and recommend to CDA repairs, updates, and enhancements of the wide area network.

The Contractor shall also be responsible for the following:

- The inventory and maintenance of all existing equipment and storage of spare equipment throughout the airport.
- The complete review of the existing network configuration and recommendation to CDA of network performance enhancements.
- Software support and the monitoring of systems' networks.

The Contractor shall provide the latest and most up-to-date versions of hardware operating systems, systems software, and firmware.

The Contractor shall enable, by upgrading the components, the fire alarm system, and devices to seamlessly communicate with each other as if all components of the fire alarm system are from one manufacturer. The Contractor shall replace fire alarm system components that are not able to meet this requirement with a new component presently manufactured and readily available that meets or exceeds the performance of the component/s to be replaced. The new component/s shall be branded and be from the manufacturer that the Contractor will predominantly use for this Contract.

The Contractor shall enable, by upgrading of components, the BAS, and devices to seamlessly communicate with each other utilizing BACnet (open protocol). The Contractor shall replace BAS components that are not able to meet this requirement with a new component presently manufactured and readily available that meets or exceeds the performance of the component to be replaced. All BAS upgrades and updates initiated on or after this Contract's effective date shall utilize BACnet (open protocol).

The Contractor shall create modern, simple, intuitive, but detailed graphics and other graphical user interfaces (GUI) to allow for the ease of use by the various user groups and user experience levels of the Operating Engineers and the O'Hare Communications Center (OCC). The graphics shall be kept up-to-date and shall include 3D models of the exterior and interior of every building and accurately depict the official naming designations of the buildings, its floors, and its spaces. The graphics must accurately depict the floor plans and device locations monitored by the systems. The alarm reporting on the GUI shall identify the exact location of the reporting device in simple and understandable terms and pinpoint precisely its location on the floor plan graphics. The graphics and GUI shall navigate the Operating Engineer to the reporting device in the same way that a navigation device leads a user to a destination. The 3D building models, features, and navigating graphics shall be similar to those on Google Maps and Google Earth.

The Contractor shall create a back-up of the graphics, databases, and program sequences on a weekly basis, as a minimum, and whenever there are changes to the system unless required more frequently elsewhere in this document.

In the event of a system failure, the Contractor shall reload at each component such as desktop, controller, or other equipment able to store information, the graphics databases and system files using the most recent back-up.

In addition to the in-house regular back-up, as mentioned above, the Contractor shall create and maintain a secondary and current back-up in a remote location, in case the in-house back-up becomes unusable.

The Contractor shall perform a back-up of each field panel database and system files on a weekly basis, as a minimum, and whenever there are changes to the system unless required more frequently elsewhere in this document.

In the event of a failure, the Contractor shall reload the database using the most recent back-up. In addition to the in-house regular back-up, as mentioned above, the Contractor shall create a secondary back-up in a remote location, in case if the in-house back-up becomes unusable.

The Contractor shall perform diagnostics of all field panels as part of the preventative maintenance. The Contractor shall analyze the results and recommend to CDA the needed changes to obtain optimal performance of the systems. The Contractor shall implement the changes after receiving approval from CDA. The Contractor shall work with City personnel, trades or other subcontractors on maintenance and control issues, issue prompt writing work orders, and follow-up on problems in a timely manner.

The Contractor shall provide evaluation and tuning of the control loops to maintain peak system control and efficiency as building and mechanical system characteristics change. These include but are not limited to energy management control within the air handling units, equipment critical for the heating and cooling or control of the Airport facilities, pumping, and Taxiway Bridge de-icing. Furthermore, the loop shall be evaluated with CDA regarding future plans for any facility equipment upgrades and/or system wide expansion.

The Contractor shall work with City personnel, trades or sub-contractors on maintenance and control issues, issue prompt written reports and follow-up on problems in a timely manner.

The Contractor shall provide the latest and most up-to-date versions of hardware, hardware operating systems, systems software, and firmware. All upgrades and updates initiated on or after this Contract's effective date shall utilize BACnet. The Contractor shall provide software consultation to resolve software issues.

The Contractor shall test the Fire Alarm System and related devices at the intervals recommended by the National Fire Protection Association 72 and the National Electrical Manufacturers Association Standards Publication SB 2-2016.

Testing of all Fire Pumps and Smoke Control System sequence is part of this Contract and included here. This task must be coordinated with the Chicago Fire Department.

The Contractor shall test the BAS and related devices at the intervals recommended by the American Society of Heating Refrigerating, and Air-Conditioning Engineers Standard 180.

The Contractor shall test and repair or replace the failed or worn FAS and BAS components to maintain the equipment and system reliability in peak operating condition and to minimize its obsolescence. The Contractor shall upgrade equipment by systematically modernizing existing components as directed by the leadership of the CDA. The Contractor shall provide the necessary consultants to assist the CDA in isolating, identifying, resolving, and verifying systems problems.

The Contractor shall provide professional engineering staff licensed in the State of Illinois to assist CDA to solve problems related to the BAS and Life Safety Systems, recommend sensible and practical upgrades and

enhancements related to the systems previously described and including, but not limited to, fire and life safety and interlocks, energy management, HVAC systems, electrical power distribution systems, Plumbing and Fire Protection systems, and other associated engineering disciplines.

The Contractor shall provide on-site training of the systems to all CDA Operating Engineers, O'Hare Communications Center (OCC) Fire Desk personnel and other CDA employees. The Contractor shall schedule this training to meet the 24 hour CDA operational needs so that all CDA Operating Engineers, OCC Fire Desk personnel and other CDA employees are trained in all topics. The complete cycle of training courses shall repeat quarterly and/or as needed and include refresher as well as new courses to new CDA Operating Engineers, OCC Fire Desk personnel and other CDA employees' needs. Additional system training shall occur following the commissioning of any new system installation.

The Contractor shall make available an on-site training center complete with training materials that can be used as reference by the CDA Operating Engineers, OCC Fire Desk personnel and other CDA employees.

The Contractor shall provide emergency service Monday through Sunday including holidays, twenty four (24) hours per day to minimize systems and equipment downtime. The Contractor shall coordinate this need with the leadership of the CDA. The Contractor must respond within the following timeframes:
Emergency On-Line Response within Two (2) Hours: The Contractor shall respond to CDA emergency service requests via remote access within two hours of the request. The Contractor may diagnose the situation remotely.

However, the Contractor shall be on-site within the response time required below should the Contractor's remote diagnosis determine that on-site work is required to resolve the problem.

On-Site Response within Four (4) Hours: The Contractor shall be on-site to provide emergency service with Four Hours (4) of the CDA emergency service request if on-site work is required to resolve the problem. The Contractor shall resolve non-emergency calls on the next weekday and inform the leadership of the CDA of this plan.

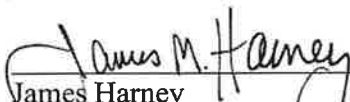
The Contractor shall supply the parts manufactured by the Contractor, at the discounted price agreed, listed in the Contract's detailed scope of work and on the Bid lines. The Contractor shall acquire and supply to CDA all needed parts not manufactured by the Contractor.


The Contractor shall document each remote and on-site service call and furnish the CDA with a copy of the report which includes the time, date, and a brief description of the activity. The Contractor shall also complete all pertinent required documentation per the National Fire Protection Association 72 Chapter 7.

The Contractor shall meet with the leadership of the CDA to evaluate the performance of the systems and to review the quality of the service that the Contractor is providing under this Technical Support Program. Provide this report and evaluation to the leadership of the CDA who will then submit this report and evaluation to the CDA Commissioner.

The following CDA staff confirm that these services requested for the extension of the contract are covered under the current contract, and therefore, no additional changes are being made.

REVIEW AND APPROVAL


James Harney
Deputy Commissioner, Facilities
Chicago Department of Aviation


David P. Winters
Chief Accountability Officer,
Managing Deputy Commissioner
Chicago Department of Aviation

June 18, 2024

Chicago Department of Aviation
10510 West Zemke Road
Chicago, IL 60666
Attn: Rosemary McDonnell

**Subject: O'Hare Building Automation & Fire System Sole Source Contract with Siemens Industry, Inc.
Contract # 84871
Spec # 784155**

Dear Rosemary,

This document is an analysis and evaluation of the current and prospective Siemens Building Automation System (BAS) and Fire System contract with O'Hare International Airport. Refer to the Appendix for a) comprehensive list of industry standards, codes and guidelines and b) references. This analysis is part of the current Contract, PO 84871, that was approved for a vendor limit increase and contract time extension (Modification awarded June 3, 2024). This request does not add any additional time nor funding. This request is to memorialize a unit price increase, all lines of the contract, for the already approved contract increase.

• **Siemens/O'Hare Partnership**

- A. Siemens has provided ongoing support of the above-mentioned systems and continues to complete the work for this contract because we manufacture the products and software for the Fire Life Safety and BAS systems currently installed at O'Hare. Siemens has proactively upgraded the BAS system to open communication protocol BACnet which facilitates communication to 3rd party systems and equipment.
- Airport systems are industry standard are now open protocol BACnet, but the installed equipment firmware and programming is still Siemens based, which requires Siemens technician tools to interface with
 - As technology continues to evolve and improve, Siemens can seamlessly upgrade firmware and make software and programming upgrades to its own software based on future needs of the airport
 - Siemens software security patches continue to be upgraded and installed to keep the airport's Life Safety & BAS system secure from cyber threats
- B. Other BAS & Fire service providers would not have the software tools and factory authorized training to upgrade software, programming, or provide security patches which translates to major liability for the city on the installed Fire Life Safety and BAS assets.
- Major liability to the city of Chicago and could result in issues with keeping the airport safe from fire and loss of life
 - The Fire Life Safety and BAS system are integrated through Siemens software which allows communication of all critical Life Safety data seamlessly to the O'Hare Command Center & HR Plant
 - It is critical the BAS connection allows data to seamlessly flow due to need for fast response times during airport emergency events
- C. For another service provider to takeover these systems they would have to provide extensive capital system upgrades including:
- Replace the servers and 600+ supervisory field panels
 - Replace Life Safety and HVAC end devices due to capability issues with hardware.

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- CDA personnel would be working on disparate systems, and needing extensive training on another system
- **Siemens Comprehensive Program**

Siemens offers a comprehensive program that allows CDA to operate without budget risk. Siemens owns, at its own risk, project integration, operations, IT and engineering support. The agreement includes labor and material required for CDA to manage their Building Automation and Fire System assets within the allotted budget. CDA receives Siemens highest discounted preferred labor rates

A. Full Preventative Maintenance Program

- Maintenance and services implemented under the following standards and guidelines: NFPA, OSHA, NEMA, ADA, MOPD, CEC, & ASHRAE
- Full preventative maintenance program executed and documented
- Performed ongoing calibrations and loop tuning on end devices
- Resolved 800 plus work orders issued by CDA annually
- Monthly fire systems reports to assist with insurance regulations
- Performed 400 backups over 5 year term
- Responded to over 400 plus after hours emergency calls annually
- Conducted CDA personnel training for 50 plus engineers **twice** annually
- Provided consultative support of CDA approved engineering firms working on infrastructure planning
- Provide ongoing operator coaching for CDA facility staff as required
- Performed 11 annual fire pump tests

Over the course of the last five-year sole-source contract term, Siemens has installed Desigo CC software platform, our next generation IT based platform used for total Building Solutions at O'Hare to integrate Automation, Life Safety, and Security systems. We have also integrated 51 new area level (ALN) field panels and 858 new floor level (FLN) controllers. The systems installed at O'Hare are now made up of 660 ALN panels and 858 FLN controllers. Siemens also upgraded existing legacy panels to BACnet over the last 5 years, which means all Siemens panels communicate on the City Ethernet network.

B. Current System Architecture (reference scope of services for complete equipment list)

- All capital projects under CDA Facilities leverage the Desigo CC software platform
- Integrated 51 ALN panels over past 5 years
- Integrated 858 FLN controllers (VAV boxes) over past 5 years
- Siemens BACnet Panels are completely forward and backward compatible allowing for cost effective equipment lifecycle planning
- Upgraded Fire Life Safety systems to Single platform
- XLS-Desigo platform
- Consolidated several standalone fire life systems to operate on single consistent platform
- Upgraded 100% of devices to smart addressable devices to improve fire alarm management and overall response times
- Created centralized fire management dashboard at O'Hare Command Center which allows centralized dispatch



Siemens Chicago Capabilities

The local Siemens branch has over 275 people on staff to service the Automation and Fire Life Safety systems installed at O'Hare. This depth of personnel ensures that no matter what might happen Siemens will have the resources to keep the airport Building Automation System & Fire Life Safety critical infrastructure running and under control.

Chicago Team and Resources

- 10 minimum fulltime technicians, electricians, pipefitters and software professionals on-site
- Fully staffed Cyber Security team and network IT team
- Licensed manufacturer and installer of automation & fire systems – Original Equipment Design Manufacturer (OEM)
- Technicians have extensive OEM factory training
- Branch location less than 10 miles from site with 275 Siemens employees
- Siemens US Home Office 15 miles from site with complete staff available to problem solve any situation
- Siemens Factory and warehouse located at US Home Office with an abundance of product that can be used at O'Hare which means easy access to full inventory
- 30+ year proven track record at O'Hare with high satisfaction at O'Hare
- Reached current Minority Business goals
- R&D and software development center in downtown Chicago
- Downtown office in Chicago loop

In conclusion, the Siemens team is best positioned and committed to responding to critical life safety issues through our team of specialists including certified technicians, project managers, cyber security and IT experts, having overall ownership of the software platform. A quick response time is critical when an alarm or malfunction occurs at O'Hare. Siemens has 30+ years of experience servicing the airport and collaborating with CDA to implement the Desigo CC platform. In addition to your current team, Siemens supplements city employees at the airport to ensure the airport is staffed with the most qualified and experienced personnel.

Best regards,

AJ DeGeorge - O'Hare Account Manager
Siemens Industry, Inc.

6/24/2024

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Appendix

a) Current Industry Standards & Guidelines

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

b) References

1. LaGuardia Airport - New York
2. LAX Airport
3. San Diego Airport
<https://www.siemens.com/us/en/company/press/press-releases/smart-infrastructure/siemens-solution-helps-san-diego-intl-airport.html>
4. Kansas City Airport
<https://www.siemens.com/us/en/company/press/press-releases/smart-infrastructure/siemens-sita-deliver-next-generation-airport-kansas-city-intl.html>

Siemens Airport Site <https://www.siemens.com/us/en/markets/aviation.html>

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Line #	Item Description	UOM	Estimated Usage Quantity (Monthly)	Requested Unit Price	Extended Price (Monthly)	Extended Price (Yearly)
1	PREVENTATIVE & MONITORING LABOR, PARTS, MATERIALS.	Monthly	12	\$329,923.25	\$329,923.25	\$3,959,079
	Up to \$250,000 shall be budgeted every year for the length of the contract to cover CDA special projects and work not included under the Monthly Preventative Maintenance and Monitoring Fee (Line Item 1) paid for using Line Items 2-24					\$250,000.00
2	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SUPERVISOR	Hour		\$257.00		
3	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SUPERVISOR, OVERTIME	Hour		\$386.00		
4	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS SPECIALIST	Hour		\$257.00		
5	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS SPECIALIST- OVERTIME	Hour		\$386.00		
6	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SOFTWARE	Hour		\$257.00		
7	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SOFTWARE- OVERTIME	Hour		\$386.00		
8	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS ELECTRICAL	Hour		\$239.00		
9	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS ELECTRICAL-OVERTIME	Hour		\$359.00		
10	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, MECHANICAL/PIPE-FITTER	Hour		\$209.00		
11	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, MECHANICAL/PIPE-FITTER-OVERTIME	Hour		\$274.00		
12	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEER, HIGH TEMPERATURE WATER GENERATOR	Hour		\$295.00		
13	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEER, HIGH TEMPERATURE WATER GENERATOR- OVERTIME	Hour		\$442.00		

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14	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, SPECIALIST, FIRE SYSTEMS	Hour		\$207.00			
15	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, SPECIALIST, FIRE SYSTEMS- OVERTIME	Hour		\$311.00			
16	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ELECTRICAL, FIRE SYSTEMS	Hour		\$239.00			
17	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ELECTRICAL FIRE SYSTEMS -OVERTIME	Hour		\$359.00			
18	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, FIRE SYSTEMS-TESTING/INSPECTION SPECIALIST	Hour		\$207.00			
19	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, FIRE SYSTEMS-TESTING/INSPECTION SPECIALIST -- OVERTIME	Hour		\$311.00			
20	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENERGY ENGINEER	Hour		\$257.00			
21	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENERGY ENGINEER - OVERTIME	Hour		\$386.00			
22	PARTS MFR BY SIEMENS AT A 52% DISCOUNT FROM LIST PRICE	Discount		-52%			
23	PARTS NOT MFR BY SIEMENS AT A 10% MARKUP FROM COST VERIFIABLE BY SUPPLIER'S INVOICES	Mark up		+10%			
24	SUBCONTRACTOR SERVICES AT COST PLUS 10% MARK UP CONTRACT ADMINISTRATION MARK UP	Mark up		+10%			
25	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - PREVENTIVE AND CORRECTIVE MAINTENANCE AND MONITORING OF SMS 600, INCLUDES ALL REQUIRED LABOR, PARTS AND MATERIALS	Month		\$329,923.25	\$329,923.25	\$3,959,079	
	<p>Total \$ 2024 Note that this amount was already approved in the Contract, so no vendor limit increase is needed. The breakout is to show the requested increase for the Contract Line-Item Prices.</p>						\$4,209,079

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EXHIBIT 2-2025

Line #	Item Description	UOM	Estimated Usage Quantity (Monthly)	Requested Unit Price	Extended Price (Monthly)	Extended Price (Yearly)
1	PREVENTATIVE & MONITORING LABOR, PARTS, MATERIALS.	Monthly	12	\$347,623.41	\$347,623.41	\$4,171,481
	Up to \$250,000 shall be budgeted every year for the length of the contract to cover CDA special projects and work not included under the Monthly Preventative Maintenance and Monitoring Fee (Line Item 1) paid for using Line Items 2-24					\$250,000.00
2	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SUPERVISOR	Hour		\$270.00		
3	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SUPERVISOR, OVERTIME	Hour		\$405.00		
4	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS SPECIALIST	Hour		\$270.00		
5	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS SPECIALIST- OVERTIME	Hour		\$405.00		
6	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SOFTWARE	Hour		\$270.00		
7	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEERING SOFTWARE- OVERTIME	Hour		\$405.00		
8	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS ELECTRICAL	Hour		\$251.00		
9	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, DESIGO BAS ELECTRICAL-OVERTIME	Hour		\$376.00		
10	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, MECHANICAL/PIPE-FITTER	Hour		\$220.00		
11	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, MECHANICAL/PIPE-FITTER-OVERTIME	Hour		\$330.00		
12	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEER, HIGH TEMPERATURE WATER GENERATOR	Hour		\$310.00		
13	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENGINEER, HIGH TEMPERATURE WATER GENERATOR-OVERTIME	Hour		\$465.00		

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14	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, SPECIALIST, FIRE SYSTEMS	Hour		\$218.00		
15	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, SPECIALIST, FIRE SYSTEMS- OVERTIME	Hour		\$327.00		
16	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ELECTRICAL, FIRE SYSTEMS	Hour		\$251.00		
17	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ELECTRICAL FIRE SYSTEMS -OVERTIME	Hour		\$376.00		
18	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, FIRE SYSTEMS-TESTING/INSPECTION SPECIALIST	Hour		\$218.00		
19	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, FIRE SYSTEMS-TESTING/INSPECTION SPECIALIST -- OVERTIME	Hour		\$327.00		
20	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENERGY ENGINEER	Hour		\$270.00		
21	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - LABOR, ENERGY ENGINEER - OVERTIME	Hour		\$405.00		
22	PARTS MFR BY SIEMENS AT A 52% DISCOUNT FROM LIST PRICE	Discount		-52%		
23	PARTS NOT MFR BY SIEMENS AT A 10% MARKUP FROM COST VERIFIABLE BY SUPPLIER'S INVOICES	Mark up		+10%		
24	SUBCONTRACTOR SERVICES AT COST PLUS 10% MARK UP CONTRACT ADMINISTRATION MARK UP	Mark up		+10%		
25	MAINTENANCE, CONTROLLING, INDICATING RECORDING EQUIPMENT - PREVENTIVE AND CORRECTIVE MAINTENANCE AND MONITORING OF SMS 600, INCLUDES ALL REQUIRED LABOR, PARTS AND MATERIALS			\$347,623.41	\$347,623.41	\$4,171,481
	Total \$ 2024 Note that this amount was already approved in the Contract, so no vendor limit increase is needed. The breakout is to show the requested increase for the Contract Line-Item Prices.					\$4,421,481

SIEMENS

SIGNATURE SECTION:

NAME:

AJ DeGeorge

SIGNATURE:



TITLE:

Senior Account Executive

DATE:

6/28/2024

Contract Goal Participation Determination Form

Project Title: Support & Maintenance of the Supervisory Monitoring System (SMS) and the Fire Alarm System (FAS)

Project Description:

Support & Maintenance of the Supervisory Monitoring System (SMS) and the Fire Alarm System (FAS). This request is to get approval for price line increases on the contract. The previous VLI and time extension were approved and executed.

Specification No. 784155 Requisition No. 605613

Funding Source(s): City Federal Other

Target Market: Yes No MBI SBI I SBI II

No Stated Goal: Yes No

Previous Contract No(s): Current is 84871

SCOPE OF WORK:

This request memorializes a previously approved NCRB for a VLI and two year time extension. The approved VLI was \$8,630,560. It is included below only as reference: the CDA is NOT requesting additional funds.
 The Contractor will provide ongoing maintenance for two years under PO 84871. This scope of work is for a price modification for all lines under PO 84871. The time extension and vendor limit increase was approved by the Non-Competitive Review Board (NCRB) in December 2023. This request is an amendment to that approval, providing for unit price increases only. The scope of work has not changed.

SUBCONTRACTING OPPORTUNITIES

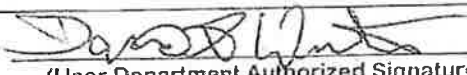
(Subcontracting opportunity list is based on specialty areas of known Certified MBE/WBEN/BE/DBE contractors)

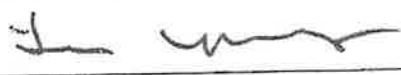
Type of Work	Estimated Dollar Amount	Percentage of Total Contract	Goal Percentage of Participation			
			MBE%	WBE%	VBE%	DBE%
Quantum Onsite Facilities Management and Operations Center	\$ 1,985,028.00	23	23			
Align Consulting and Management and LLC; Computer facility management	\$ 20,000.00	0.5		0.5		
EM/MS, telecom utility management consulting, and office administration						
TOTAL	\$ 2,005,028.00					

TOTAL ESTIMATED CONTRACT VALUE \$ \$ 8,630,560.00

GOAL RECOMMENDATION: MBE participation 23 WBE participation 0.5 VBE participation _____ DBE participation _____

For Construction Projects Only
 RECOMMENDED PROJECT AREA: YES NO (If yes, attach a project/community areas map) _____ %

Recommended:  6/24/24
 (User Department Authorized Signature) Date
AVIATION
 (Name of User Department)

Department of Procurement Services
 Approved By:  6-24-24
 Tammi Morgan, Contracting Equity Officer Date



CITY OF CHICAGO

CHICAGO DEPARTMENT OF AVIATION

To: Tammi Morgan
Contracting Equity Officer/Managing Deputy Commissioner

From: *for* *David P. Winters* *DC*
David P. Winters
Chief Accountability Officer/Managing Deputy Commissioner

Date: 6/21/24

Subject: CDA Concurrence on Goals for NCRB Submission

CDA Concurrence on MBE and WBE Compliance Goals:
"Support & Maintenance of the Supervisory Monitoring Systems (SMS)
and the Fire Alarm System (FAS)"

Vendor: Siemens Industry Inc. 01
Requisition Number: 605613
Specification Number: 784155
Contract: 84871
Current Expiration: 12/31/2025

The Chicago Department of Aviation (CDA) respectfully submits this Memo to the Department of Procurement Services (DPS) Office of Contracting Equity for approval on a compliance plan. The CDA is in receipt of the letter from Siemens Industry Inc. 01 ("Siemens") regarding their compliance plan. This request that is being submitted to the Non-Competitive Review Board (NCRB) is for a unit price increase for contract 84871 that memorializes a contract modification that has been approved. The CDA presented to the NCRB on November 7, 2023, for a vendor limit increase and a time extension. The NCRB approved this on December 6, 2023, and this modification was recently executed by DPS on June 3, 2024.

The CDA has reviewed and concurs with this request. The original contract, PO 84871, awarded January 1, 2019, had a compliance goal set at 25% MBE and 5% WBE. Siemens requested a partial waiver request for MBE, to 22%, and a full WBE waiver request. The City of Chicago approved this request.

For the two-year extension that was approved, the City approved Siemens revised compliance plan. Siemens was able to increase their MBE to 23% using the existing MBE firm of Quantum Crossings, LLC. Quantum Crossings, LLC will provide facilities management and operation services. Quantum Crossings, LLC is a certified firm under the following NAICS Codes:

236220 – Construction of Commercial and Institutional Buildings and Structures
237130 – Construction Management, Power and Communication Transmission Line
541512 – Computer Systems Design Services
541512 – Network Systems Integration Design Services, Computer
541513 – Computer Systems Facilities (i.e., clients' facilities) Management and Operation
Services
541614 – Telecommunications Management Consulting Services

In addition, Siemens has conducted outreach and can now provide a small opportunity for a certified WBE firm for this extension. The WBE firm is Align Consulting and Management, LLC and they will provide consulting work. Align Consulting and Management, LLC is a certified firm under the following NAICS Codes:

541513 – Computer Facilities Management Services
541519 – Computer Disaster Recovery Services; Software Installation Services, Computer
541618 – Telecommunications and Utilities Management Consulting Services
561110 – Office Administrative Services

The CDA concurs with Siemens compliance plan.

Thank you for your assistance.

Cc: Lorel D. Blameuser, DPS
Stephanie Pawlyshyn, DPS

June 18, 2024

Chicago Department of Aviation
10510 West Zemke Road
Chicago, IL 60666
Attn: Rosemary McDonnell

**Subject: ORD BAS & Fire Systems Service Agreement - Siemens MBE/WBE Requirements
Contract 84871**

Dear Rosemary,

The subject contract currently in place, (contract 84871 that was recently approved for a two-year time extension through December 31, 2025), between CDA and Siemens stipulates 25% MBE and 5% WBE participation. Historically, the City has approved Siemens waiver of 3% for the MBE participation and a full waiver of 5% for the WBE participation. This is due to the lack of qualified MBE/WBE firms that can perform the specialty nature of the services Siemens provides. The Building Automation System (BAS) and Fire Systems at ORD are critical systems that have major impact on life safety at the airport. Siemens certified technicians go through extensive training programs to be able to support these critical building systems.

Siemens takes the MBE/WBE participation goals very seriously and have always shown good faith efforts during our tenure at the airport. We have consistently met our MBE goal of 22% or have overachieved by an additional percent year over year.

To stay in compliance of these requirements and with the 3% MBE and 5% WBE waivers in place for this two-year contract extension, Siemens is committing to an MBE participation goal of 23% and a WBE goal of 0.5%. This is an increase of 1% and 0.5% than what we have committed to in previous years for the MBE and WBE requirements, respectively. However, through the life of the two-year term of this extension, Siemens vows to take appropriate measures to increase these MBE/WBE participation amounts.

Best regards,

AJ DeGeorge - O'Hare Account Manager
Siemens Industry, Inc.

ATTACHMENT 03: MBE/WBE Special Conditions

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: ORD SMS and Fire System Maintenance Specification No. 784155

From: Quantum Crossings, LLC
(Name of MBE/WBE Firm)

To: Siemens Industry, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer," 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Facilities Management and Operation Services

The above described performance is offered for the following price and described terms of payment:
Contract invoiced monthly and paid net 30 days. Minimum Hourly Rate is \$74.56 and Maximum Hourly Rate is \$125.00 OOR

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / (X) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Roger J. Martinez 06/07/2024
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Roger J. Martinez, President & CEO
(Name (ie-Please Print))

rmartinez@quantumcrossings.com (312) 651-5300
(Email & Phone Number)



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

FEB 14 2023

Tamie Perea
Align Consulting and Management, LLC
7521 N. Milwaukee Ave.
Niles, IL 60714

Dear Ms. Perea:

We are pleased to inform you that **Align Consulting and Management, LLC** is certified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of February 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of February 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541513 – Computer Facilities Management Services

**541519 – Computer Disaster Recovery Services; Software Installation Services,
Computer**



541618 – Telecommunications and Utilities Management Consulting Services

561110 – Office Administrative Services

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,


Tammi Morgan
Contracting Equity Officer 

TM/fn 

Align Consulting and Management
 7521 N. Milwaukee Ave.
 Niles, IL, 60714



ESTIMATE

Siemens
 AJ DeGeorge
 Building Technologies Division
 585 Slawin Ct.
 Mount Prospect, IL 60056

Estimate # 0000002
 Estimate Date 09/11/2023

Item	Description	Unit Price	Quantity	Amount	
Service	ORD SMS Fire System Maintenance Consulting 150 Standard 180 Premium	20000.00	1.00	20,000.00	
<p><u>NOTES:</u> ORD SMS Fire System Maintenance 784155 Spec Number</p>					
				Subtotal	20,000.00
				Total	20,000.00
				Amount Paid	0.00
				Estimate	\$20,000.00

ARTICLE 1. SCHEDULE C-1: LETTER OF INTENT FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: ORD SMS FIRE SYSTEM MAINTENANCE Specification No. 784155
 From: ALIGN Consulting and Management, LLC
(Name of MBE/WBE Firm)
 To: SIEMENS Industry, INC. and the City of Chicago
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

541513 - Computer Facility Management Services
541618 - Telecommunication and Utilities Management Consulting Services
541110 - Office Administrative Services

The above described performance is offered for the following price and described terms of payment:
O.U.R. Contract Invoice Monthly Net 30 days.
Minimum \$150.00/hr. MAX - \$180.00/hr

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.
0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / (X) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary:

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Tamie Perea 9/13/2023
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)
Tamie Perea / owner
(Name/Title-Please Print)
Tamie@alignconsultingmgmt.com 773-879-4100
(Email & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR
 NON-CONSTRUCTION
 PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: ORD SMS and Fire System Maintenance

Specification No.: 784155

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Siemens Industry, Inc.
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

i. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: Quantum Crossings, LLC
 Address: 111 E Wacker Drive, Suite 990, Chicago, IL 60601
 Contact Person: Roger J. Martinez
 Phone Number: 312-467-0065
 Dollar Value of Participation \$: Dependent Upon Review
 Percentage of Participation %: 23
 Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ %
Total Participation %

2. Name of MBE/WBE: Align Consulting and Management, LLC
 Address: 7521 N. Milwaukee Ave, Niles, IL 60714
 Contact Person: Tamie Perea

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

ATTACHMENT 03: MBE/WBE Special Conditions

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: 773-879-4100
Dollar Value of Participation \$ DUR
Percentage of Participation % 0.5%
Mentor Protégé Agreement (attach executed copy): () Yes (X) No Add'l Percentage Claimed: ___%
Total Participation % 0.5

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ___%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ___%
Total Participation % _____

5. Attach Additional Sheets as Needed

ii. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

ATTACHMENT 03: MBE/WBE Special Conditions

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

5. Attach Additional Sheets as Needed

ATTACHMENT 03: MBE/WBE Special Conditions

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Quantum Crossings, LLC	DUR	23
Total Direct MBE Participation	DUR	23

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Align Consulting and Management, LLC	DUR	0.5
Total Direct WBE Participation	DUR	0.5

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

AJ DeGeorge 224-342-3448

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

Siemens Industry, Inc.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Siemens Industry, Inc.

(Name of Prime Contractor - Print or Type)

State of: Illinois

AJ DeGeorge

(Signature)

County of: Cook

AJ DeGeorge - Account Executive

(Name/Title of Affiant - Print or Type)

6/7/2024

(Date)

On this 7th day of June, 2024, the above signed officer AJ DeGeorge

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Karen M Moran

(Notary Public Signature)

SEAL:



Commission Expires: 9-21-2024



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 196513

Certificate Printed on: 05/07/2024

Date of This Filing: 05/07/2024 04:17 PM

Original Filing Date: 03/19/2024 03:28 PM

Disclosing Party: SIEMENS INDUSTRY INC Title: Licensing Manager

Filed by: Mrs. Pauline Ciotola

Matter: PREVENTATIVE MAINTENANCE
OF SIEMENS FIRE ALARM SYSTEMS

Applicant: SIEMENS INDUSTRY INC

Specification #:

Contract #:

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

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

DEPT OF AVIATION

CDA-085-PRO SERV-AVIATION

May 15, 2024

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

A. INSURANCE REQUIRED FROM CONTRACTOR

1) **Workers' Compensation and Employer's Liability (Primary and Umbrella)**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than **\$1,000,000** each accident; **\$1,000,000** disease-policy limit and **\$1,000,000** disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

2) **Commercial General Liability**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable,

or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than **\$1,000,000** per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

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

4) Umbrella or Excess

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

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Cyber Liability (Required)

If any personally identifiable information, personally identifiable credit information, or protected health information is collected and maintained by Contractor; Cyber Liability must be maintained with limits of not less than **\$5,000,000** for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, loss of, alteration of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of Contractor must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

6) Professional Liability (Required)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts,

errors, or omissions must be maintained with limits of not less than **\$10,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Insurance coverages that begin with "when," "if," or "where," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

7) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Blanket Crime (when applicable)

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

9) Garage Liability (when applicable)

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate/accident for Garage Operations – Covered Autos, Garage Operations - Other than Covered Auto and Personal Injury for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual

liability must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$250,000 on a Primary basis for Comprehensive and Collision coverages.

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

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

10) Property (when applicable)

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

11) Builders Risk (when applicable)

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

12) Miscellaneous Medical Professional Liability (when applicable)

When applicable, Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services by paramedics with limits of not less than **\$5,000,00** per claim. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of medical services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

13) Railroad Protective Liability (when applicable)

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Contractor or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than **\$2,000,000** per occurrence, combined single limit, and **\$6,000,000** in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

14) Marine Protection & Indemnity (when applicable)

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than **\$1,000,000** per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance

certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

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

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2024

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

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

PRODUCER MARSH USA, LLC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 CN102147003-RAM-PPA-23/24 4433 JOHNS NOC60	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: HDI Global Insurance Company		41343
INSURER B: Travelers Property Casualty Co. of America		25674
INSURER C: Travelers Casualty & Surety Company		19038
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-011699000-04 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLD1110115	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 100,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ INCL
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-7440L34A-TIL-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUD11102-15	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input checked="" type="checkbox"/> N N / A	UB-8P83929A-23-51-K (AOS)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
C				UB-8P79233A-23-51-R (AZ,MA,WI)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$ 1,000,000
B				TWXJ-UB-7440L338-23 (OH)	10/01/2023	10/01/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				*****\$500K LIMIT / \$500K SIR*****			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2600069642 - DEPT OF AVIATION - CDA-085-PRO SERV-AVIATION.

SEE ATTACHED

CERTIFICATE HOLDER CITY OF CHICAGO - AIRPORT OPERATIONS RESOURCES P.O. BOX 66551 - AMF/O'HARE INTERNATIONAL AIRPORT CHICAGO, IL 60666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED SIEMENS INDUSTRY, INC. 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: 2600069642 - DEPT OF AVIATION - CDA-085-PRO SERV-AVIATION.

CITY OF CHICAGO IS HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY.

WAIVER OF SUBROGATION IS EFFECTUAL WHERE REQUIRED BY WRITTEN CONTRACT.

PER PROJECT AGGREGATE APPLIES.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

Crime

Carrier: Travelers Property Casualty Company of America

Policy No.: TC2J-FID-7440L399-TIL-23

Policy Term: 10/01/2023 - 10/01/2024

Limit: \$5,000,000

Cyber

Carrier: HDI Global Insurance Company

No.: CYD5616704S

Policy Term: 10/01/2023 - 10/01/2024

Limit: \$5,000,000

POLICY NUMBER:

TC2J-CAP-7440L34A-TIL-23

COMMERCIAL AUTO

ISSUE DATE: - -

09 29 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

**ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO ADD AS
ADDITIONAL INSURED, BUT ONLY TO COVERAGE AND MINIMUM LIMITS
REQUIRED IN A WRITTEN CONTRACT**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

HDI GLOBAL INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 31

Policy Number
GLD1110115

Named Insured
SIEMENSCORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2023	10-01-2024	10-01-2023 12:01 a.m. Standard Time at Address of the

Insured.

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

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

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

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

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


Authorized Representative

All terms and conditions of the policy remain unchanged.

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>ANY PERSON OR ORGANIZATION TO THE EXTENT REQUIRED BY WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products- completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

NAMED INSURED: SIEMENS CORPORATION
POLICY EFFECTIVE: 10/01/2023 TO 10/01/2024



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-8P83929A-23-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY
WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 08-03-23

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization required by a written contract or agreement	Any location as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract	Any location as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage afforded by the policy listed below.

Name and address of Insured: Siemens Industry, Inc.
USA

Insurer: HDI Global SE
Postfach 51 03 69
D - 30633 Hannover
Federal Republic of Germany

This is to certify that the insurance policy listed below has been issued to the company or organization named herein as insured and is in force at this time. Regardless of any requirement, contractual agreement or other documentation for which this certificate is being requested or may pertain, the insurance coverage afforded by the captioned policy will be limited to and still subject to its original terms, conditions and exclusions.

Type of Insurance: General Liability -comprehensive form- incl.
- Premises Operations
- Product/ Completed Operations
- Professional Indemnity (for any error or omission committed in the rendering of professional services (design, engineering, advice, provided for a fee)

Policy Number: 80900000 01066

Expiration Date: 1. Oct. 2025

Limits of Liability: bodily injury, property damage and/or financial loss combined

USD	10.000.000	each claim
USD	10.000.000	annual aggregate

Customer: City of Chicago – Airport Operations Resources
P.O. Box 66551
AMF/O'Hare International Airport
Chicago, IL 60666, USA

Policy Territory: worldwide

German law shall apply exclusively to the interpretation of this confirmation and the policy to which it attaches. German courts shall have both jurisdiction and venue of any disputes arising out of this confirmation and the policy to which it attaches.

HDI Global SE

Munich, 01. Jul. 2024

gez. Barbara Holzinger gez. Sonja Eisele

This certificate was created electronically and is also valid without a signature.

Re: Please confirm in an email

DeGeorge, AJ <anthony.degeorge@siemens.com>

Thu 6/27/2024 11:50 AM

To: Rosemary McDonnell <Rosemary.McDonnell3@cityofchicago.org>

[Warning: External email]

Hi Rosemary,

Siemens has received the terms and conditions for the subject contract.

Thank you,
AJ

On Jun 27, 2024, at 11:48 AM, Rosemary McDonnell
<Rosemary.McDonnell3@cityofchicago.org> wrote:

Hi AJ,

As part of the NCRB packet, I am sending you the City's Terms and Conditions for a Work Service Contract (these are also found in your contract).

Please respond that you have received the Terms and Conditions. This email will be included in the NCRB packet.

Thank you,

Rosemary

Rosemary C. McDonnell

Assistant Commissioner

<Outlook-uzhql31i.png>

Chicago Department of Aviation

10510 W. Zemke Road | Building 804

Chicago, IL 60666

CONTRACT AMENDMENT

This contract amendment ("Amendment") is made and entered into effective as of the date of the Mayor's signature below by and between the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation ("Department"), at Chicago, Illinois, and Siemens Industry, Inc. ("Contractor") (together, the "Parties").

The City and Contractor have heretofore entered into a contract for "Support and Maintenance of the Supervisory Monitoring Systems (SMS) and the Fire Alarm System (FAS) at O'Hare International Airport" which commenced on the 1st day of January 2019 (hereinafter referred to as the "Contract"); and

The City elects to (1) extend the term of the Contract, (2) increase the value of the Contract, and (3) incorporate certain terms, conditions, and changes in laws and/or City policies since the date the Contract was executed; and

The Chief Procurement Officer has determined, on behalf of the City, with regard to this Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or that the change is germane to the original Contract as signed, or that the change is in the best interest of the City and is authorized by law.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are expressly incorporated herein into this Amendment.
2. Any capitalized terms used herein shall have the same meaning, force, and effect as that set forth in the Contract and any Amendments or Modifications thereto.
3. The term of the Contract is extended from January 1, 2024 through December 31, 2025, or until a new contract for similar services is awarded, whichever occurs first (the "Extension Period").
4. The value of the Contract is increased by \$8,630,560.00 from fund 85.0740.4035.0162.0162 to an adjusted value of \$26,885,252.35.
5. Article 3, Standard Terms and Conditions, Section 3.3.4., Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements, is deleted in its entirety and replaced with the following language:
 - **3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements**
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

3.3.4.1. Title VI List of Pertinent Non-Discrimination Acts and Authorities

Contractor agrees to comply with the following non-discrimination statutes and authorities ("Title VI List of Pertinent Non-Discrimination Acts and Authorities") including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to

ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

3.3.4.2. Compliance with Regulations

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

3.3.4.3. Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3.3.4.4. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

3.3.4.5. Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

3.3.4.6. Sanctions for Noncompliance

In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the City will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a Contract, in whole or in part.

3.3.4.7. Incorporation of Provisions

The Contractor will include the provisions of above paragraphs 3.3.4.2., "Compliance With Regulations" through 3.3.4.7., "Incorporation of Provisions" in every subcontract,

including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Article 3, Standard Terms and Conditions, Section 3.6.1.5., General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520), is deleted in its entirety and replaced with the following language:

3.6.1.5. General Civil Rights Provisions.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

7. Article 3, Standard Terms and Conditions, is amended to add Section 3.3.10.12., Business Diversity Program Reporting, as follows:

Section 3.3.10.12. Business Diversity Program Reporting.

Section 3.3.10.12.1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

Section 3.3.10.12.2. Definitions

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

Section 3.3.10.12.3. Business Diversity Program Reports

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program,

if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor's Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.
- For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15.

Section 3.3.10.12.4. Applicability

Contractor must submit the reports required by this Section unless:

- A. Contractor is a Certified Firm; or
- B. The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or
- C. All active City contracts awarded to Contractor have an award value less than \$100,000 and the aggregate award value of all contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than \$100,000; or
- D. The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

8. Article 3, Standard Terms and Conditions, is amended to add Section 3.6.1.6., Firearms and Other Weapons Prohibited, as follows:

Section 3.6.1.6. Firearms and Other Weapons Prohibited

Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's access to restricted areas of O'Hare and Midway International Airports.

9. Execution of this Amendment by Contractor is duly authorized by Contractor, and the signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Amendment, including each and every representation, certification, and warranty contained herein, or as may be required by the terms and conditions hereof.
10. The Contractor must execute an updated online Economic Disclosure Statement (EDS) and Affidavit Certificate of Filing, which is attached to this Amendment as Exhibit 1 and is incorporated herein by reference.
11. The Contractor must provide a current Insurance Certificate of Coverage demonstrating that Contractor maintains the insurance coverage and requirements set forth in the Contract, which is attached to this Amendment as Exhibit 2 and is incorporated herein by reference.
12. All other terms and conditions of the Contract, except as herein or previously modified, shall remain unchanged and remain in full force and effect.

Signature Page Follows

Contract (PO) Number: 84871
Specification Number: 784155
Requisition Number: 552120

Signature Page for Amendment

Contract (PO) Number: 84871
Specification Number: 784155
Contract Limit Amount: \$26,885,252.35
Fund Chargeable: 85-0740-4035-0162-0162

Siemens Industry, Inc.
(Contractor)

By: *Paul Hayes*

Its: Paul Hayes – Head of RSS RAM

Attest: *Noe G. Bermudez*

State of: Illinois

County of: Lake

Peter Kamps
Electronically signed by: Peter Kamps
Date: Feb 15, 2024 15:06 CST
Peter Kamps – Head of Finance RSS RAM

This instrument was acknowledged before me on this 19 day of February, 2024 by

Paul Hayes as Head of RSS RAM and
(name) (title)

Noe G. Bermudez as Assistant Secretary of Siemens Industry, Inc.
(name) (title) (Contractor name)

Paula Cavar (Seal)
Notary Public Signature



Commission Expires: 3/20/2026

CITY OF CHICAGO

DocuSigned by:
Brendan Johnson 5/22/2024
107E72C4FF9B406

Mayor Date
DocuSigned by:
Paul 5/16/2024 ds
41E442A354414E1 TD

Comptroller Date
DocuSigned by:
Delacruz 5/22/2024
107E72C4FF9B406

Chief Procurement Officer Date