

**Region 4 Education Service Center (ESC)**

**Contract # R221504**

*for*

Energy Solutions

*with*

**Schneider Electric Buildings Americas, Inc.**

Effective: July 1, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Schneider Electric Buildings Americas, Inc., effective July 1, 2023:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

## **CONTRACT**

*This Contract (“Contract”) is made as of July 1, 2023 by and between Schneider Electric Buildings Americas, Inc. (“Contractor”) and Region 4 Education Service Center (“Region 4 ESC”) for the purchase of Energy Solutions (“the products and services”).*

## **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-15 for Energy Solutions (“RFP”), to which Contractor provided a response (“Proposal”); and

WHEREAS, Region 4 ESC selected Contractor’s Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), subject to Contractor’s credit review and approval, may purchase products and services at prices indicated in the Contract upon the Public Agency’s registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC’s intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days’ (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the

expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives and accepts a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC provided, however, that nothing herein shall impair or affect the rights of Contractor with respect to its pre-existing intellectual property rights. Any cancellation of the contract should be made subject to receipt of payment for work properly performed.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. If the Participating Public Agency or Procuring Party fails to make payments to Contractor as required in this Contract, through no fault of the Contractor, Contractor may, upon seven (7) business days written notice to the Participating Public Agency or Procuring Party payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. Contractor may cancel Contracts with Participating Public Agencies in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
  
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
  
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
  
- 14) Delivery. Conforming product shall be shipped within time frame agreed to prior to receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
  
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
  
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and within 30 days of receipt of a properly completed invoice.
  
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in pricing, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written

notification from Region 4 ESC for project proposals submitted prior to the receipt of the approval and written notification. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT WARRANTIES OF TITLE) INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty shall not apply to (a) equipment not manufactured by Contractor, (b) equipment that has been repaired or altered by other

than Contractor so as, in its judgment, to affect the same adversely, or (c) equipment that has been subject to negligence, accident or damage by circumstances beyond Contractor's control, or improper operation, maintenance or storage, or other than normal use and service. With respect to equipment not manufactured by Contractor, the warranty obligations of Contractor shall in all respects conform to and be limited to the warranty actually extended to Contractor by its supplier.

- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the



right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent arising out of or resulting from the negligence, fault or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC once approval from awarded vendor has been provided.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The certificate of insurance shall provide that should any of the above described policies be cancelled or reduced in coverage or limits while the Work is in progress, before the expiration date thereof, notice will be delivered in accordance with the policy provisions, pursuant to ISO ACORD Form 25 (05/2010). Contractor shall provide Region 4 ESC participant at least thirty (30) days' prior written notice of the cancellation, non-renewal or reduction in coverage or limits of the insurance. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Schneider Electric Buildings Americas, Inc.

Address 1650 W. Crosby Road

City/State/Zip Carrollton, Texas 75006

Telephone No. 214-755-8590

Email Address Tammy.tolle@se.com

Printed Name Tammy Tolle

Title Vice President

Authorized signature *Tammy Tolle*

**Accepted by Region 4 ESC:**

Contract No. R221504

Initial Contract Term July 1, 2023 to June 30, 2026

*Carmen T. Moreno*  
Region 4 ESC Authorized Board Member

6/27/2023  
Date

Carmen T. Moreno  
Print Name

*LaVerie Wise*  
Region 4 ESC Authorized Board Member

6/27/2023  
Date

LaVerie Wise  
Print Name

Appendix B  
TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Contract Pg 1 / Paragraph 6			Accepted
Contract Pg 2 / 11a			Accepted
Contract Pg 3 / 11b			Accepted
Contract Pg 4 / 11e			Accepted with modified language
Contract Pg 4 / 14			Accepted
Contract Pg 4 / 16			Accepted
Contract Pg 4 / 17			17.2 and 17.7 accepted
Contract Pg 5 / 22			Accepted
Contract Pg 6 / 30			30.2 and 30.3 accepted
Contract Pg 6 / 31			Accepted
Contract Pg 6 / 32			Accepted where indicated
RFP Exhibit A 2.2			Replace with modified language

Replace Section 2.2 from Exhibit A (Response for National Cooperative Contract) in the RFP with the following language that has been agreed to:

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is the lowest available (net to buyer) for a substantially similar scope (to include but not limited to timeframe, quantities, location, and services) to Public Agencies nationwide. Supplier further commits that if a Participating Public Agency is identified as being able to receive lower pricing and is eligible through a national, state, regional, local or cooperative contract, the Supplier shall work to match such lower pricing to that Participating Public Agency under the Master Agreement. Consideration of such lower pricing shall be made and final pricing for any project or Scope of Work shall be determined prior to issuance of a purchase order. Retroactive requests for lower pricing shall not be considered.

## **Supplier's Response to the RFP**

**RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Schneider Electric Buildings Americas, Inc.

Contact Person Chris Dellinger

Signature 

Date 02/23/2023

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Schneider Electric Buildings Americas, Inc.

Contact Person Chris Dellinger

Signature  \_\_\_\_\_

Date 02/23/2023

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Schneider Electric Buildings Americas, Inc.

Contact Person Chris Dellinger

Signature  \_\_\_\_\_

Date 2/23/2023

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist





# Region 4 Education Service Center

Response to RFP for Energy Solutions  
Solicitation Number 22-15

March 2, 2023

Life Is On



## Region 4 Education Service Center & OMNIA Partners

Response to RFP for Energy Solutions

March 2, 2023  
Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, Texas 77092

Dear Region 4 Education Service Center Reviewers,

Schneider Electric is pleased to submit the following proposal and requested documentation detailing our credentials to support the Region 4 ESC as it relates to RFP 22-07 for energy solutions. The following information expands on our technical approach and overall strategy to provide varying solutions to the Members throughout North America. Ultimately our intent is to provide robust solutions that address the memberships needs while maintaining a close eye on bottom line.

We believe our greatest strength for any endeavor is our commitment to our customers' safety, security, and comfort as well as the quality of services offered through all of our sales channels. That is our VALUE proposition. Schneider Electric recognizes and resounds the Region 4 core purpose of *Excellence in Service for Children*. Our partnership aligns your priorities to become our #1 focus to **EXCEED** your energy goals.

Our mission is to provide the highest quality integration of products and services in the industry. By integrating multiple systems together, a single seat of control is established for our clients which maximizes the flow of information resulting in more informed security responses. Additionally, the single seat of control increases the overall effectiveness of the security operation resulting in a more appropriate response and more satisfied patrons. Through integration, Schneider Electric helps clients realize true cost savings on both CapEX and OpEx expenses.

These savings are realized throughout the entire lifecycle of the system, from initial installation to day-to-day performance and upkeep. Our approach aims to provide a flexible system that yields a long-term cost-effective solution that is easy to use. One key differentiator is that we are both a manufacturer and an authorized re-seller of many products. As such, the diversity of our solutions delivers a valuable and lasting partnership from design, installation to warranty and support. Schneider Electric ensures project goals are met, standards are established, and quality is tightly managed.

**Registered Partner &  
Partner of the Year**



**LEED  
Certification**



**Gold Accredited Provider  
of Sustainability  
Consulting**



**Approved Performance  
Contractor**



**Accredited Energy  
Service Provider**



**Approved Performance  
Contractor**



Making an  
Impact

## The Schneider Electric Difference

As you review this response, we hope you'll see how we stand apart from others with these key Schneider attributes:

### Excellence

**With \$840,443,583 of repeat business** from satisfied customers, we have cultivated an established track record you can count on. **Schneider Electric has been rated the #1 Energy Services Company (ESCO) since 2017** and holds the highest level of accreditation as an Energy Service Provider (ESP) from the National Association of Energy Service Companies (NAESCO).

### Integrity

Region 4 ESC can count on authentic savings guarantees and transparent results. **Rated by Ethisphere in 2022 as one of the "World's Most Ethical Companies,"** we take our commitments very seriously. If your project doesn't achieve the savings we promised, Schneider Electric will write a shortfall check. We have a vested interest in making your project a success.

### Innovative Approach

It is important to us that your project not only saves you energy, but also encompasses everything you envision. We first listen to your needs and then strive to bring innovative options to the table that are usually outside the ability or scope of most of our competitors.

Schneider Electric has read the contents associated with this RFP, and we certify the veracity of our submitted response. Signed addendums have been executed and provided behind this cover letter.

For us, this is the beginning of a long-standing partnership between our organizations. We look forward to serving the Region 4 Education Service Center with excellence.

Sincerely,

<b>Chris Dellinger</b> Account Executive	<b>240.469.5771</b>	<b>Chris.dellinger@se.com</b>		
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**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") and Region 4 Education Service Center  
("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the  
products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R \_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

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agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

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- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a



material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Schneider Electric Buildings Americas, Inc.

Address 1650 W. Crosby Road

City/State/Zip Carrollton, Texas 75006

Telephone No. [REDACTED]

Email Address [REDACTED]

Printed Name Tammy Tolle

Title Vice President

Authorized signature *Tammy Tolle*

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Appendix B  
TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Contract Pg 1 / Paragraph 6			
Contract Pg 2 / 11a			
Contract Pg 3 / 11b			
Contract Pg 4 / 11e			
Contract Pg 4 / 14			
Contract Pg 4 / 16			
Contract Pg 4 / 17			
Contract Pg 5 / 22			
Contract Pg 6 / 30			
Contract Pg 6 / 31			
Contract Pg 6 / 32			
Contract 34 Taxes		Add section 34	
Contract 35 Ethics and Compliance with Law		Add section 35	
Contract 36 Import and Export		Add section 36	
Contract 37.1 Region 4 ESC's Obligations for its Systems		Add section 37.1	
Contract 37.2 Region 4 ESC's Use of the Deliverables		Add section 37.2	
Contract 37.3 Identification of Cyber Threats		Add section 37.3	
Contract 38 Covid		Add section 38	
RFP Exhibit A 2.2		Delete section 2.2	
Appendix D, Exhibit B – Administration Agreement		Add section – Limited Liability	

## Exceptions to the RFP and Draft Contract

Offeror has identified several provisions as needing modification to comply with Offeror's contracting guidelines as well the addition of several new provisions. Offeror prides itself on being able to reach acceptable terms and would appreciate the opportunity to negotiate any of Offeror's proposed changes that Region 4 ESC deems unacceptable.

### **Offeror Exceptions/Requested modifications:**

#### RECITALS paragraph 6

*Original language:* WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

Please insert after "(Public Agencies)" ", subject to Contractor's credit review and approval,"

#### Commencement of Work. (Section 6)

*Original language:* The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

Offeror requests insertion of 'and accepts' after 'receives'

#### Cancellation for non-performance or contractor deficiency (Section 11(a))

*Original language:* Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

Please insert the following at the end of the Second Paragraph: "provided, however, that nothing herein shall impair or affect the rights of Contractor with respect to its pre-existing intellectual property rights.

Any cancellation of the contract should be made subject to receipt of payment for work properly performed.”

Termination for Cause (Section 11(b))

*Original language:* If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

Please add the following to this Section: If the Participating Public Agency or Procuring Party fails to make payments to Contractor as required in this Contract, through no fault of Contractor, Contractor may, upon seven (7) business days written notice to the Participating Public Agency or Procuring Party, suspend or terminate the Contract and recover from the Participating Public Agency or Procuring Party payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.

Standard Cancellation (Section 11(e))

*Original language:* Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Offeror requests insertion of “or Contractor” after “Region 4 ESC”

Delivery (Section 14)

*Original language:* Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be cancelled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Offeror requests change “7 days of” to “time frame agreed to prior to”

Payments (Section 16)

*Original language:* Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

Offeror request change of “upon” to “within 30 days of”

Price Adjustments (Section 17)

*Original language:* Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Offeror requests the following changes:

Line 2- please change from "make any change in design or any alterations that will increase price, Region 4 ESC must be" to "make any change in pricing, Region 4 ESC must be"

Line 6- after 'cost justification letter.' Please add "A decision related to any price increase request will be made within 30 days of receipt and will not be unreasonably denied. If Region 4 ESC does not approve or deny the requested pricing change during this time, then said change will be deemed effective as of the date stated in the in the documentation provided with the request.

Line 7- after "Region 4 ESC" please add "for project proposals submitted prior to the receipt of the approval and written notification."

#### Warranty Conditions (Section 22)

*Original language:* All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Offeror requests to add at the end "THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT WARRANTIES OF TITLE) INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty shall not apply to (a) equipment not manufactured by Contractor, (b) equipment that has been repaired or altered by other than Contractor so as, in its judgment, to affect the same adversely, or (c) equipment that has been subject to negligence, accident or damage by circumstances beyond Contractor's control, or improper operation, maintenance or storage, or other than normal use and service. With respect to equipment not manufactured by Contractor, the warranty obligations of Contractor shall in all respects conform to and be limited to the warranty actually extended to Contractor by its supplier."

#### Indemnity (Section 30)

*Original language:* Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Line 2, before "arising" insert "to the extent"

Line 3, delete "actions" and insert "the negligence, fault or willful misconduct"

Please add the following at the end of this Section, "NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Region 4 ESC set forth herein are exclusive where so stated and the total cumulative liability of Contractor, its subcontractors and suppliers of any tier with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (excluding gross negligence or willful misconduct) or otherwise, shall not exceed the cumulative value of this Contract."

Marketing (Section 31)

*Original language:* Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

Please add to the end of the first sentence: “once approval from awarded vendor has been provided.”

Certificates of Insurance (Section 32)

*Original language:* Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

Offeror requests to delete the second sentence: “The Contractor shall give Region 4 ESC a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies” and substitute “The certificate of insurance shall provide that should any of the above described policies be cancelled or reduced in coverage or limits while the Work is in progress, before the expiration date thereof, notice will be delivered in accordance with the policy provisions, pursuant to ISO ACORD Form 25 (05/2010). Contractor shall provide Region 4 ESC participant at least thirty (30) days’ prior written notice of the cancellation, non-renewal or reduction in coverage or limits of the insurance. Furthermore, Contractor shall indemnify Region 4 ESC participant for any loss suffered by such Region 4 ESC participant to the extent that such loss is attributable solely to Contractor’s failure to provide such 30 days’ prior written notice as required.”

We would also like to provide a link to Offeror’s memorandum of insurance on Marsh’s website, which should answer any questions Region 4 ESC may have: [www.marsh.com/moi?client=D922](http://www.marsh.com/moi?client=D922)

**New Provisions to be Added to the Contract:**

34) Taxes. Prices exclude all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services quoted by the Contractor. Region 4 ESC, the Participating Public Agency or Procuring Party shall be responsible for all such taxes, duties and charges resulting from this agreement. The Contractor is required to impose taxes on orders and shall invoice the Participating Public Agency or Procuring Party for such taxes and/or fees according to state and local statute, unless the Participating Public Agency or Procuring Party furnishes the Contractor at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.



35) Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Region 4 ESC has concerns related to ethics, compliance or Contractor's Principles of Responsibility, and/or any potential violations of these policies, Region 4 ESC is welcome to make use of Contractor's Trust Line. The Trust Line is Contractor's global helpline for external stakeholders. It is a confidential channel through which Region 4 ESCs can ask questions and raise concerns. Reports can be made using the following link:

<https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

36) Import and Export. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as "Deliverables") provided by Contractor under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Region 4 ESC acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export licenses have been obtained from the relevant authority and Contractor has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Region 4 ESC also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Contractor from fulfilling any order, or would in Contractor's judgment otherwise expose Contractor to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Contractor shall be excused from all affected obligations under such order and/or this Contract.

### 37) Cybersecurity.

37.1 Region 4 ESC's Obligations for Its Systems. Region 4 ESC is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Deliverables provided by Contractor, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Region 4 ESC's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Region 4 ESC's Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, Region 4 ESC shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Region 4 ESC's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Region 4 ESC's Systems or Region 4 ESC's industry;

- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Contractor's security notification webpage at: <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Region 4 ESC;
- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of Contractor's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Contractor from time to time, and then-current industry standards.

**37.2 Region 4 ESC's Use of the Deliverables.** Contractor may release Updates and Patches for its Deliverables from time to time. Region 4 ESC shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with Contractor's installation instructions and using the latest version of the Deliverables, where applicable. An "Update" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Deliverable. Region 4 ESC understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Region 4 ESC's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Contractor shall not be liable or responsible for any losses or damages that may result.

**37.3 Identification of Cyber Threats.** If Region 4 ESC identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which Contractor has not released a Patch, Region 4 ESC shall promptly notify Contractor of such vulnerability or other Cyber Threat(s) via the Contractor Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Region 4 ESCs>) and further provide Contractor with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Contractor shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Region 4 ESC; provided, however, Contractor shall not publicly disclose Region 4 ESC's name in connection with such use or the Feedback (unless Region 4 ESC consents otherwise). By submitting Feedback, Region 4 ESC represents and warrants to Contractor that Region 4 ESC has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Contractor described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

38) Covid Region 4 ESC acknowledges that the prevailing COVID epidemic/pandemic and the evolving situation surrounding the same may trigger stoppages, hindrances and/or delays in Contractor's (or its subcontractors' or suppliers') ability or capacity to perform the contracted Work and/or to produce, deliver, install or service any applicable products, irrespective of whether such stoppages, hindrances and/or delays are due to measures imposed by authorities or deliberately implemented by Contractor (or its subcontractors or suppliers) as preventive or curative measures to avoid harmful contamination or exposure of Contractor's (or its subcontractors' or suppliers') employees. Region 4 ESC therefore recognizes that such circumstances shall be considered as a cause for excusable delay and shall not expose Contractor to contractual sanctions (including without limitation delay penalties, liquidated damages or other damages) or termination for default.

### **Exhibit A - Response for National Cooperative Contract**

Section 2.2 deleted in its entirety.

### **Appendix D, Exhibit B – Administration Agreement**

Insert a new provision as follows:

Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SUPPLIER, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF DATA DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT AND IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SUPPLIER FOR DAMAGES UNDER THE ADMINISTRATION AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000,000 OR THE AMOUNT THAT SUPPLIER HAS PAID TO OMNIA PARTNERS IN THE TWELVE MONTHS PRIOR TO THE INCIDENT GIVING RISE TO THE CLAIM. THE PRECEDING SENTENCE SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY, OR TO ANY OTHER CLAIM TO THE EXTENT OF SCHNEIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## Products / Pricing

- i. Offerors shall provide pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Discounts proposed should remain the same for the first 12 months after the contract award. Additional pricing and/or discounts may be included. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. As an option, pricing may be a discount off the City Cost Index when using one of the following:
- RS Means Construction Procurement Catalog: Facilities Construction Cost Data book
  - RS Means Construction Procurement Catalog: Electrical Cost Data
  - RS Means Construction Procurement Catalog: Mechanical Cost Data

Attached are the Schneider Electric Pricing Lists, which include all applicable prices/discounts. Multiple percentage discounts off list price are provided and clearly noted on the attachments.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following (if applicable): Manufacturer or Other Part #, Offeror's Part # (if different from manufacturer part #), Description, Manufacturers or Other Suggested List Price and Net Price, Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Please find the Schneider Electric Pricing Lists on the included flash drive. All required information shown above is included.

- iii. Provide any applicable Billable Labor Rates by Classification.

Please see the applicable labor rates on the attached Schneider Electric Pricing Lists.

**Note:**

- Pricing does not include Davis-Bacon or prevailing wage rates
- Pricing may be adjusted due to local or regional labor & material rates

- iv. Describe if pricing is available for all products and services?

Pricing is available on all active products.

## Schneider Electric Energy and Sustainability Services: Buildings

### Heating Systems

Boiler Replacement  
 High Efficient Modular Boilers  
 Burner Replacement  
 Boiler Stock Heat Reclaim  
 Perimeter Radiation  
 High Efficient Domestic Water Heaters  
 Gas Line Turbulators  
 Steam Trap Retrofits  
 Steam Pressure Control  
 Temperature Reset Control  
 Electric Heating to Gas  
 Piping Insulation

### Water Management Systems

Retrofit Flush Valves, Showerheads, Faucets, Toilets  
 Automated Water Systems  
 Cooling Tower Retrofits  
 Ice Machines  
 Walk-in Coolers/Freezers  
 Domestic Water Waste Heat Recovery

### Energy Services

Maintenance and Operation  
 Energy Audit/Design  
 Construction Management  
 Project Management  
 System Installation  
 Measurement and Verification  
 Commissioning Services  
 Energy Guarantees  
 Energy Metering  
 Utilities Procurement  
 Power Factor Correction  
 Utility Rate Structure Assessment  
 Indoor Air Quality  
 Owner Training  
 Facility Operation Assessments  
 Financial Services

### Cooling Systems

Chiller Replacements  
 Gas Fire Centrifugal Chillers  
 CFC Containment Conversions  
 Tower Free Cooling  
 Commercial Refrigeration  
 Cooling Towers  
 Thermal Energy Storage Systems  
 Reclaim A.C. Heat Rejection

### Lighting Systems

Lighting Controls  
 Daylight Harvesting  
 Occupancy Sensors  
 Incandescence to Fluorescent  
 LED Exit Signs  
 Emergency Lighting  
 Ambient Light Control  
 Exterior Lighting Retrofit

### Renewable Energy

Cogeneration  
 Biomass  
 Solar Power - Photovoltaic & Thermal  
 Wind Turbine  
 Geothermal Heat Pumps  
 Fuel Cells  
 Micro-grid  
 Combined Heat and Power  
 EV Infrastructure



### HVAC Systems

Inefficient Air Handling Unit replacement  
 Variable Frequency Drives  
 Heat Recovery Systems  
 Low Leakage Air Dampers  
 Variable Air Volume Systems  
 Demand Control Ventilation  
 Exhaust Fans  
 Fan Coil Units  
 Motor Replacement  
 Unit Heaters/Ventilators  
 Computer Room Units

### Control/Automation Systems

Facility Management Systems  
 Direct Digital Controls  
 Pneumatic Controls  
 Manual Valves to Automatic Valves  
 Air Compressors  
 Lab Flume Hood Control  
 Multi-System Integration

### Miscellaneous

Central Heating/Cooling Plants  
 Electrical Power Systems  
 Emergency Generators  
 Turbine Generators  
 Switch Gear  
 Building Envelope  
 Air Curtains  
 Elevator Modernization  
 Kitchen Equipment  
 Building Envelope  
 Sewer, Water and Wastewater  
 Weatherproofing  
 Fire Preservation System  
 Building Infiltration Measures  
 Energy Star Portfolio Manager  
 LEED Certified Personnel  
 Cybersecurity

## Schneider Electric Energy and Sustainability Services: Water

### Treatment Plants

Plant Optimization  
 Chemical Treatment  
 Clarification  
 Sludge Management  
 Sludge Disposal  
 Backwash Pumping  
 Disinfection

### Distribution System

Pumping  
 High Service Pumping  
 Pipe Replacements  
 Fire Hydrant Exercising  
 Valve Turning  
 VFD

### Water Meters

AMR  
 AMI  
 Testing  
 Replacements  
 Leak Detection  
 Billing

## Schneider Electric Energy and Sustainability Services: Wastewater

### Treatment Plants

Capacity Evaluation  
 Capacity Expansion  
 Treatment Processes  
 Process Optimization  
 Energy Management  
 Biosolids Management  
 Class A or B Biosolids  
 Generation  
 Aeration  
 Digestion  
 Clarification  
 Pumping

### Collection System

Pumping  
 Infiltration & inflow  
 Sewer Replacement  
 Manhole Rehabilitation  
 VFD

### Cogeneration

Bio Gas generation  
 Biogas Retail  
 Cogeneration

v. Describe any shipping charges.

Shipping charges are the responsibility of the customers and will be determined at the time of sale.

vi. Describe any warranties and provide pricing for warranties on all products and services.

Warranty. Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company

warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Not applicable.

viii. Describe how customers verify they are receiving Contract pricing.

All requests need to reference the OMNIA Contract in order to receive the contract pricing.

ix. Describe payment methods offered.

Schneider Electric can provide a myriad of funding capabilities to optimize Region 4's needs. These range from more traditional funding sources such as debt-based financing through Energy Service Performance Contracting (ESPC) structures to more novel third-party funding such as Energy Service Agreements (ESAs) enabled through an Energy as a Service (EaaS) model. We also can serve to lead any sort of hybrid mix of funding as well as the identification and application of available incentive programs associated with the work being provided, including recent funding provided for solar, EV infrastructure and other projects in the Inflation Reduction Act (IRA) as well as previous federal programs.

Schneider Electric accomplishes this by creating a diverse pool of capital providers employing varying business models and funding amounts depending upon size, complexity and scope of work involved. This allows us to closely calibrate Region 4's particular needs and align with our funding partners.

As an example, Schneider Electric is a joint partner with Carlyle Group in AlphaStruxure, which is primarily targeted towards large energy infrastructure projects that invest in renewable, reliable energy generation as its primary mission. A recent example of such collaboration is the JFK Terminal One project where AlphaStruxure will deliver an 11.34 MW Microgrid with nearly 8 MW of solar and nearly 4 MW of CHP fuel cells, all integrated into a battery and controls system that will lower costs, increase reliability during grid outages and improve the Airport's carbon emissions footprint (38%).

Such funding will be done without requiring JFK Terminal One to assume debt or add such assets and liabilities to its balance sheet as a special purpose entity will do so. In addition, AlphaStruxure will operate and maintain such system and assume performance risk, which provides JFK the ability to focus on its core mission of service passengers and crews safely and efficiently.

This is an example of a very large project, but Schneider Electric works with other EaaS providers in other contexts of its business. As an example, we serve one of the world's leading brewers at several sites across its global portfolio where the projects are more modest in terms of capital investments (several million dollars per site project). We have done work as varied as LED lighting, Building Automation, and traditional mechanical improvements, while focusing on activities unique to their process, including CO2 capture from their boiler stacks.

Overall, these were very different work scopes but by using an EaaS/ESA model, Schneider Electric was able to achieve client outcomes without our clients needing to worry about the financial burden of debt or cash capital outlay all while receiving contractual guarantees that work performed will meet operating performance and financial savings guarantees.

Again, EaaS is not intended to displace other capital sources such as outside incentives, or internal or borrowed funds, but can be harmonized with those in a capital stack that meets Region 4's particular ambitions, both as to project depth and financial goals.

Our intent would be to engage Region 4 in an initial discussion around the perimeter of its ambition and any limits it sees on achieving those ambitions. From there, we can put together the best roadmap of outcomes pared with the financial providers that are best suited to align with Region 4's vision.

- 
- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The overall agreed discount would stay the same for the life of the contract. Schneider Electric list price(s) are subject to change. We maintain the right to adjust our pricing list(s) quarterly.

- 
- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

New product introduction will have a standard list price. The contracted discount will apply. An updated price list may be submitted in addition to quarterly updates that would include the new product lines.



xii. Provide any additional information relevant to this section.

No additional information.

### **Federal Funding Pricing**

Due to products and services potentially used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contractor exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

### **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Schneider Electric acknowledges the Federal Funding Pricing and Not to Exceed Pricing requirements.

# Performance Capability

## a. OMNIA Partners documents

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Schneider Electric has provided a point-by-point response for Exhibit A in that tab.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Appendix B and the Terms and Conditions Acceptance Form, inclusive of exceptions, are located in Tab 1 of this proposal response.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Completed documents for Appendix D and all exhibits can be found in the 3a-Appendix D tab of this proposal response.

iv. If applicable, describe any energy and/or operational saving improvements and cost savings measures.

## Energy Savings

Energy savings should be seen where they count—on your utility bills. Region 4 ESC will save what we promise, or Schneider Electric will make up the difference.

Region 4 ESC will work with a partner whose entire process is designed to ensure your expectations are met.

You will benefit from:

- Accurate, dependable energy savings projections that are developed by one of the industry's most comprehensive energy engineering teams
- A transparent process for measuring results
- A team of performance assurance engineers at your side to confirm your savings are on track for years to come

Our energy engineering team will ensure your vision for infrastructure improvements and savings translates into achievable savings. You can move forward with confidence knowing that we are financially vested in the outcome.

**Proven Process** From the moment we begin design work through your guarantee period, every step we take is aimed at ensuring you achieve the savings we promise.

When it comes to estimating savings, many ESCOs simply take a snapshot of energy use at a specific time and place. A prescribed set of assumptions are applied to the data to land on a set of savings projections. These calculations may or may not account for interactions with other building systems, the magnitude of savings relative to the baseline, and changes to how spaces are used seasonally, on holidays, or even on weekends.

When you partner with Schneider Electric, you can count on accurate energy savings. Schneider Electric does not delegate the critical task of energy analysis to a project manager. Instead, we have a dedicated team of energy



engineers within our larger engineering group who are charged with developing precise utility and energy baselines and determining reliable savings projections.

Our energy engineers will walk your buildings, review as-builts and design drawings, study your equipment, talk with your staff, and dig into your utility data. We develop an in-depth understanding of how your facilities were designed and how they are being operated. All of this information is used to establish the energy baseline and is critical for determining the potential savings that can be achieved in the future.

Once we have established your baseline, we will use a combination of modeling tools and calculations to determine energy and utility savings. Our energy engineers will calibrate these models and calculations against actual utility bills to develop an accurate representation of how your building is designed and operated.

## YOUR ENERGY EXPERTS

The group of energy engineers dedicated to your project is unparalleled in the industry. Our certified professionals include:

**76**  
**Certified Energy  
Managers (CEM™)**

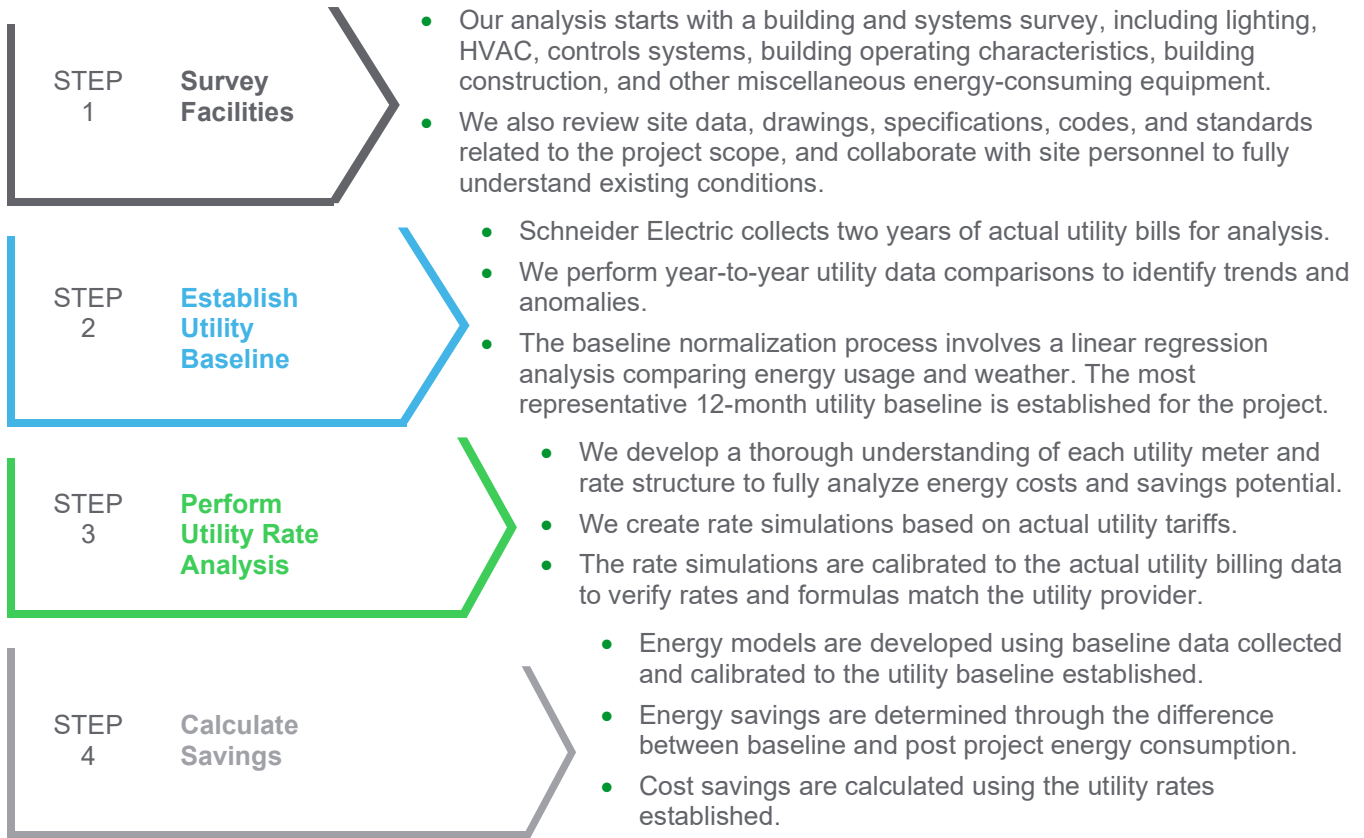
**9**  
**Certified M&V  
Professionals  
(CMVP®)**

**31**  
**Professional  
Engineers (PE)**

Our energy engineers are active members of several leading industry organizations, including:

- The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- The Association of Energy Engineers (AEE)
- The International Building Performance Simulation Association (IBPSA)

**Steps to Establish Projected Savings** There are four important steps in determining energy savings.



Your goals and how you use your facilities are unique to your Region 4 ESC. We will tailor our savings analysis to your situation and the needs of your project. You will benefit from an energy development plan that is customized to your buildings and specific energy improvements.

## RELIABLE ENERGY SAVINGS



**City of St. Joseph, MO** – Schneider Electric’s development team engineered multiple phases of work with the City, resulting in **\$25M** worth of investment with over **\$30M** in savings over the life of the equipment.

Our energy analysis approach is influenced by several factors:

- 1 **Magnitude** of cost savings
- 2 **Impact** of savings on the meter (overall percent reduction)
- 3 **Complexity** of the measure
- 4 **Impact** the measure will have on other systems (system interaction)
- 5 **M&V plan**
- 6 **Impact** of other measures on shared meter or building

We do not take a one-size-fits-all approach to energy analysis, nor do we operate with the same set of assumptions across different projects. Rather, we have multiple tools at hand to forecast energy savings, including:

- Commercially available energy modeling tools to simulate complex buildings and campuses
- Spreadsheet calculation tools to model simple buildings, systems, and specific energy improvements
- A suite of in-house spreadsheet tools to process and analyze utility data, simulate rate tariffs, and manage energy model results and savings






Our experience spans single buildings with complex systems, to simple buildings with a similar scope, to facilities that have undergone multiple renovations and additions. You can expect us to scale our analysis methods up or down to match the needs of your project.



“The City of Clute is extremely excited to partner with Schneider Electric on three energy savings projects for our city. Through the process of working with Schneider Electric, including the audit and design processes, they have been professional, knowledgeable and extremely customer-focused. Their team of engineers, financial and customer representatives has provided us with first rate information to make the proper decisions for our citizens. We would highly recommend their services.”

Gary Beverly  
City Manager (Retired)  
City of Clute, TX

Project Scope Determines our Tools and Approach Your priorities and project scope will determine our approach for analyzing energy savings. Below are some examples of our analysis approach based on energy improvement type.

 <b>Lighting Upgrades</b>	 <b>HVAC Retrofits</b>	 <b>Controls Improvements</b>	 <b>Solar PV</b>	 <b>Whole Building Measures</b>
<p><b>TOOLS</b></p> <ul style="list-style-type: none"> <li>• Line by Lines</li> <li>• LEAPS<sup>1</sup></li> </ul> <p><b>APPROACH</b></p> <ul style="list-style-type: none"> <li>• Account for burn outs, demand diversity, heating and cooling interaction</li> <li>• Verify baseline and savings against utility baseline</li> <li>• May include short-term data logging to verify burn hours</li> </ul>	<p><b>TOOLS</b></p> <ul style="list-style-type: none"> <li>• eQuest<sup>1</sup></li> <li>• eCalcs<sup>2</sup></li> </ul> <p><b>APPROACH</b></p> <ul style="list-style-type: none"> <li>• Varies based on system and facility complexity</li> <li>• Evaluate equipment efficiency performance over different part-load ratios and outdoor air conditions</li> <li>• May include building models and/or load calculations</li> </ul>	<p><b>TOOLS</b></p> <ul style="list-style-type: none"> <li>• eQuest<sup>1</sup></li> <li>• eCalcs<sup>2</sup></li> </ul> <p><b>APPROACH</b></p> <ul style="list-style-type: none"> <li>• Employ a whole-building model such as eQuest for capturing interactions</li> <li>• Use eCalcs suite of bin-hour spreadsheets for simple or limited scope measures</li> </ul>	<p><b>TOOLS</b></p> <ul style="list-style-type: none"> <li>• Helioscope<sup>1</sup></li> <li>• System Advisor Model (SAM)<sup>1</sup></li> <li>• PV Watts<sup>1</sup></li> <li>• Solar Energy Analysis Tool<sup>2</sup></li> </ul> <p><b>APPROACH</b></p> <ul style="list-style-type: none"> <li>• Depends on system complexity and development stage</li> <li>• Calculate solar production based on key factors</li> </ul>	<p><b>TOOLS</b></p> <ul style="list-style-type: none"> <li>• eQuest<sup>1</sup></li> <li>• HAP<sup>1</sup></li> <li>• Element<sup>2</sup></li> <li>• Simple Building Modeler (SBM)<sup>2</sup></li> </ul> <p><b>APPROACH</b></p> <ul style="list-style-type: none"> <li>• Capture multiple energy improvement interaction within a model and simulate them in succession so that no one measure is overestimated</li> </ul>

<sup>1</sup> Industry tool

<sup>2</sup> Schneider Electric proprietary tool

Establishing a monetary value for units of energy savings is a critical step to every project. To accurately assign cost savings for energy saved, it is essential to have a thorough understanding of each rate structure for every utility account. An accurate savings projection is pointless if the cost rates applied are not representative of the actual rates. That's why Schneider Electric traces each unit of energy saved back to the utility meter.

All utility companies have different rates and unique billing structures. Based on the region and market, energy costs may vary based on:

- When energy is consumed (time of use rate, seasonal rate)
- How much energy is consumed (tiered rate)
- Maximum peak draw (demand charge)
- Other factors, such as a ratchet rate or contract rate

For this reason, simplified approaches to rates—such as blended or marginal rates—can overstate cost savings.

Schneider Electric does not take shortcuts to determine the appropriate rates to use for each project. We have expertise in analyzing utility rates as well as an extensive utility rate library, which enables us to quickly and accurately analyze the rate structures that apply to you. A key step of our energy analysis process is developing and calibrating tariff rate simulations to accurately reflect all the components of your utility bill. We apply these same rates to projected future use after our energy measures are implemented to determine the true financial impact. This comprehensive approach makes sure your energy savings align with the cost savings seen on your bill.

Include a sample guarantee contract in the Appendix to this response. Failure to include a sample contract will be viewed as unresponsive.

Please refer to Tab 6f.1 and 6f.2 for a sample of Schneider Electric's Guarantee Contract. Project-specific M&V plan details and calculations will be presented at time of contract.

v. Describe how Offeror responds to emergency orders.

Schneider Electric is a global organization with manufacturing facilities strategically located around the globe. Our west coast distribution center located in Chino, CA. In this location we can and would support a Will Call arrangement should an emergency present itself. Should that location not have sufficient stock, our east coast distribution center in Mechanicsburg, PA can easily ship the necessary materials overnight.

Schneider Electric constantly monitors its inventory and usage rates to ensure an efficient and predictable manufacturing process ensuring products are available when our customers need them. By working closely with our company owned branch locations, we communicate regularly to forecast anomalies and alert our global supply chain whose responsibility is to ensure we have products to support global demand.

vi. Describe Offeror's history and ability to meet service and warranty needs.

When taking on a project that will have lasting impact for decades to come, you want to be sure you have the best partner. Schneider Electric is honored to be recognized and awarded globally in areas of innovation, sustainability, ethics, and safety.

Schneider Electric was established in 1836 and has grown into a global specialist in energy management, efficiency, and infrastructure. We entered the ESCO business 31 years ago with the founding of our Sustainability Business in 1992.



Our operations span more than 100 countries, with nearly 128,000 employees and \$34.2 Billion in annual revenue. In short, we offer the backing and stability of a large company, while the Sustainability Business operates within the ESCO space as a smaller division.

Region 4 ESC will receive the resources and expertise you need with the personal touch of local representatives who understand your unique challenges.

Evidence of our commitment to long-term partnerships, value, and performance includes **\$1 Billion in repeat business** from customers who trust us to deliver time and again.



## Our Energy Partnership Business

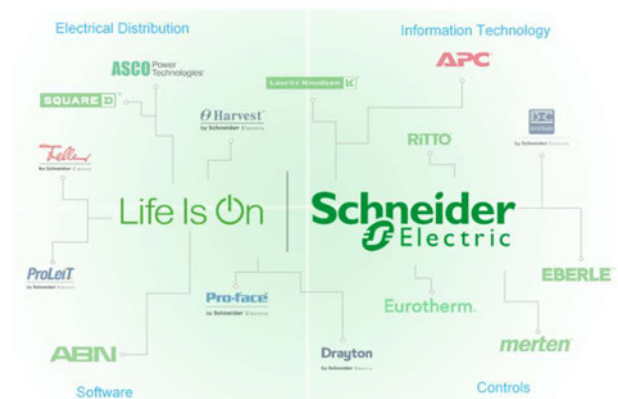
We launched our Energy Services business, now called our Sustainability Business, 30 years ago in 1992. We offer the backing and stability of a large company, while the Sustainability Business operates with the flexibility and local approach you may find with a smaller company. JPSD will receive the resources and expertise you need with the personal touch of local representatives who understand your unique challenges.

## Award-Winning Brands with a Vender-Neutral Approach

It's likely that you've seen some of our best-known brands including Square D® for power equipment, EcoStruxure™ for building automation, and APC® for IT power and back-up solutions. While we are a global leader and manufacturer, our Sustainability Business takes a vender-neutral approach to our projects and is focused on delivering the best solutions to fit our clients' unique needs. This approach provides JPSD with a full portfolio of expertise and a partner with a vested interest in your success.

## Solutions to Fund Your Highest Priorities

Region 4 ESC's goals are within reach. In fact, you can do more than you thought possible with Schneider Electric at your side. We specialize in helping Educations across the country transform bold ideas into achievable strategies.



We will collaborate with your team to define, design, and install solutions that are tailored to your priorities, including:


**Energy**

Reduce and optimize your utility and energy usage through infrastructure improvements.


**Facilities/Operations**

Training to sustain optimal equipment performance and solutions that reduce long-term operating and maintenance costs.


**Technology**

Modernize your facility using the latest technology tailored to your needs.


**Community Engagement**

Empower stakeholders and educate them regarding behaviors that affect your budget.


**Funding**

Leverage reallocated funds from your energy savings to fund improvements and explore available energy rebates, and more.


**Public Image**

Co-create a marketing vision plan that will help build awareness of your environmental commitment through press releases, community outreach events, specialized signage, and more.

As your single point of contact, we will manage all details, right down to helping you obtain financing and build community support. You will be able to concentrate on your day-to-day operations while your vision is carried forward with confidence.

## Partner with the Country's #1 Energy Services Company

We have an unmatched reputation in our industry—we are the top-rated ESCO in the nation and ranked as one of the world's most ethical companies. Our customers state that our integrity, reliability, and the ease of working with our team members place us on a level above our competition. You will work with certified professionals who have the proven expertise to develop innovative solutions to your most pressing challenges—and to see them through to completion. Our extensive experience and financial strength position us to support your project now and well into the future.

Above all, you will see the savings where they count—on your utility bills. In the unlikely event that your project does not deliver as expected, we will write a check for the difference.

As a result, you will be able to deliver on your promises to your stakeholders—and continue to build trust in your strategic direction. This commitment to excellence is why our customers repeatedly select us for future projects. It has also earned us numerous recognitions in the industry, including:



## At Home in Texas

Region 4 ESC can move forward with confidence knowing that you will have a qualified team well-versed in the unique requirements of Region 4 ESC in Texas. Our sustainability business hub is based in Carrollton, Texas.

Schneider Electric's ESCO business unit, our Sustainability Business, specializes in comprehensive facility improvement projects for the healthcare, local and federal government, higher education, and K-12 markets. We've helped facilities across the country transform energy savings into operational gains for the past 31 years, with more than 960 projects and \$3,229,152,463 in savings guaranteed to date.

We offer an approach that extends beyond standard performance contracting services. We'll help Region 4 ESC realize your vision and accomplish your highest priority goals in several key areas, including:



### Energy

Reduce and optimize your utility and energy usage through infrastructure improvements.



### Technology

Modernize your facility using the latest technology tailored to your needs.



### Funding

Leverage reallocated funds from your energy savings to fund improvements and explore available energy rebates, and more.



### Facilities/Operations

Training to sustain optimal equipment performance and solutions that reduce long-term operating and maintenance costs.



### Community Engagement

Empower stakeholders and educate them regarding behaviors that affect your budget.



### Public Image

Co-create a marketing vision plan that will help build awareness of your environmental commitment through press releases, community outreach events, specialized signage, and more.

From the first visioning session through your guarantee period, Region 4 ESC will have a fully integrated team of knowledgeable and skilled experts at your side who are well-versed in the unique requirements of Region 4 ESCs in the region. That's because Schneider Electric staffs all projects with in-house personnel from our deep bench of internal resources, including:



Maintaining this expertise under one roof **eliminates layers of markup** and results in streamlined development, a more cohesive team, **and a single point of accountability for you**. Region 4 ESC doesn't need to work with multiple vendors to realize your vision. Our in-house expertise includes:


**ENERGY SERVICES**

- Preliminary assessment
- Energy modeling and analysis
- Design and engineering
- Construction management
- Commissioning
- Project closeout
- Measurement & Verification


**FINANCIAL SERVICES**

- Project economic analysis
- Savings guarantees
- Utility and financial rebates
- Project financing assistance
- Inventory management
- Grant assistance


**TRAINING SERVICES**

- HVAC systems training
- Energy management training
- Energy education and promotional programs
- Behavioral engagement program
- Marketing

Schneider Electric is an active, accredited member of NAESCO as an **Energy Service Provider (ESP)** and is certified by the U.S. Department of Energy (DOE) as an ESCO.

This accreditation, the highest that NAESCO awards, means that we offer all of the capabilities of a traditional ESCO, as well as additional offerings not all firms in the energy business are able to provide. Our projects not only include energy conservation measures, but we also have the expertise to **help our clients meet emissions reduction targets or achieve carbon neutrality** as part of their performance outcomes. This includes solutions such as distributed energy generation, cogeneration, combined heat and power (CHP) projects, as well as arrangement of firm contracting of energy supply and energy-as-a-service (EaaS).

All subcontractors working for Schneider Electric on your project will be required to have a valid Texas contractor's license, and our Project Manager will ensure that applicable permits are obtained prior to project start. Your project team will also include a designated Professional Engineer licensed in the State of Texas.



Schneider Electric is accredited by the National Association of Energy Services Companies (NAESCO) as an **Energy Service Provider**

Region 4 ESC will benefit from working with a company that is an active member of the industry's leading organizations and initiatives, holding the following certifications and credentials:

**Registered Partner &  
Partner of the Year**



**LEED  
Certification**



**Gold Accredited Provider  
of Sustainability  
Consulting**



**Approved Performance  
Contractor**



U.S. DEPARTMENT OF  
**ENERGY**

**Accredited Energy  
Service Provider**



**NAESCO  
ACCREDITED**  
Energy Service Provider

**Approved Performance  
Contractor**



**US Army Corps  
of Engineers®**

As an approved performance contractor for NAESCO, the DOE and the DOD, Schneider Electric has undergone substantial vetting. In short, our credentials prove that we can do what we say we will do—whether it be for the federal government or for education facilities like yours.

We are honored to be recognized and awarded globally in areas of innovation, sustainability, ethics, and safety. The list below highlights some of our most recent awards, including those we are most proud of. Please visit <https://www.schneider-electric.com/en/about-us/company-profile/awards.jsp> for a complete listing.

### Commitment to Customers Earns #1 ESCO Rank from Guidehouse Insights

Region 4 ESC can count on Schneider Electric to address your needs far beyond energy. In fact, our commitment to our customers earned us the #1 spot on Guidehouse Insights 2020 ESCO Leaderboard Grid. The assessment ranked 10 leading ESCOs based on their strategy and execution.



### ENERGY STAR Partner of the Year Award Recognizes Ongoing Success with Helping Customers Save Energy and Money

Schneider Electric has been recognized by the Environmental Protection Agency (EPA) as an ENERGY STAR Partner of the Year for more than a decade, validating our expertise in facility benchmarking and utility data analysis. This means you have an expert team in tracking and assessing energy and water use across your buildings.



### 2022 World's Most Ethical Company Designation

Ethics and responsibility are foundational to our relationships with all customers, partners, suppliers, and communities in which we work. And it shows: Schneider Electric has been recognized multiple years as a World's Most Ethical Company Honoree.

To read more about the designation, visit: <https://www.worldsmoethical.companies.com/>



### Emphasis on Jobsite Safety Nets More Than 200 Safety Awards

Schneider Electric's focus on prevention saves lives, reduces injuries, and protects our customers from legal liability and negative public relations. The National Safety Council has recognized Schneider Electric with more than 200 awards since 2016, including the Industry Leader Award in 2018. Schneider Electric is also 1 of 3 to simultaneously hold the Robert W. Campbell Award and the Green Cross Award for safety excellence.



### Ranked #1 most sustainable company in the world

Schneider Electric earned the top spot on the Corporate Knight's list of Global 100 Most Sustainable Corporations in the World in 2021. The top 100 corporations are selected from a pool of nearly 6,000 companies around the world, and Schneider Electric has been a mainstay on this list every year since 2012.



### Fortune's 2022 World's Most Admired Companies

For the fifth year in a row, Schneider Electric has been ranked based on a survey of U.S. and global Fortune 500 companies that are top performers. Schneider Electric received high ratings for innovation and quality of products and services.



## Key Differentiators

Schneider Electric desires to have a long-term partnership with our clients, rather than simply constructing a building and moving on to the next project. We emphasize quality workmanship and do it right the first time so there is no need to redo work that has been completed. In contrast to a world economy and marketplace distinguished by unpredictability, Schneider Electric has achieved steady growth by adhering to a proven formula: stay focused on a clear strategy and insist on exceptional performance in all phases of execution.

- Factory direct branch of Schneider Electric Sustainability Business. Schneider Electric is the world's only company exclusively dedicated to providing electricity and automation management solutions. Today, Schneider Electric is the global leader in electrical distribution, building automation, industrial control, power quality and availability, and security.
- Schneider Electric is a true open systems integrator with a strong networking background validated by numerous systems certifications (CCNA, MSCE, etc.)
- Certified energy engineers on staff to assist with energy savings projects through the local utilities. Schneider Electric Building Business can perform an Energy Audit of your building to determine Energy Conservation Measures to improve your bottom line.
- All hardware and software engineering is performed locally in the branch office. The engineering team leverages a vast array of standard libraries of typical systems to maximize efficiency and continuity of design.
- Customer training is available in several locations and can be tailored for a specific site or customer. Training can be conducted in the branch office, our headquarters in Dallas, at our Massachusetts location, or at a specific customer site.
- For a truly integrated building automation and security system, we are the only company that utilizes the same hardware for both. Our network controllers use the same hardware for both BAS and access control, allowing you to save money through consolidation of hardware components, database/server management, service efficiency, and seamless front-end management.
- In-House Branch Service Department employs dedicated service managers and technicians who possess in-house fundamental knowledge of all technologies utilized.
- Security engineering and installations are uniform and consistent from project to project. All hardware and software engineering and CAD documentation occurs prior to any installation.
- Provide experienced project management personnel for all projects. We match customer applications and needs with specific skill set of our Project Managers.
- In-House software engineers provide expertise in: Database Integration, Partitions, Mergers, Network Infrastructure, Security, Virus Protections, Data Redundancy and Recovery, Cybersecurity.



## Warranty Service

During the warranty and future service contracts, the relevant Schneider Electric Branch will be readily available for emergency warranty calls and any service agreements and preventive maintenance. Schneider Electric is planning to utilize our Project Manager to establish a warranty and service plan, with adequate knowledgeable staff (field engineers and field technicians from the construction project) to meet our customer's operational staff's needs. Schneider Electric will set up 24/7 on call numbers, procedures, and staff to meet the demanding needs of this facility.

The Service Department will be responsible for the Warranty period of the project and any other Service Agreements, such as 24/7 coverage or preventive maintenance, between the customer and Schneider Electric. The warranty period will be established for 1 year. At this time the turnover meeting will be held, and the following will be reviewed:

### **OPERATIONS TO SERVICE FORM**

A form will be filled out with all pertinent information about the project, site logistics, workstation log in information, etc.

### **RISK ANALYSIS AND REGISTER**

Risk register is reviewed, for any risk close out or if new risks arise.

### **PROJECT CLOSING CHECKLIST**

Project check list is reviewed to ensure all punch lists items are closed out, as-builts and O&Ms are turned in, and to ensure no other deliverable is outstanding. Project financials are also reviewed.

### **ON-SITE WALK-THROUGH WITH SERVICE TEAM**

The Service Team in charge of the warranty for the project and a few members of the project team will do a walk-through of the complete project. This will include meeting with the customer, reviewing all project documentation, learning the location of control rooms, and identifying the location of all controlled equipment, etc.

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- vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

## Service Capabilities

The local Branch Service Department is a stand-alone operation within the branch. These resources, as outlined below, are independent of our construction and engineering teams. This point, often overlooked, is the fundamental reason for our success in servicing our customers.

Each relevant office is fully staffed with factory trained technicians on all our products including Building Management and Security. Our team of service specialists can respond to critical system service calls in a 2-hour telephone response time and on-site within 4 hours of returned call. To satisfy the demands of our customers, we

keep an inventory of critical spare parts in multiple warehouses and can provide parts quickly in emergency situations.

Schneider Electric can provide an extended warranty on all installations. After expiration of the warranty, Schneider Electric recommends an all-inclusive approach whereby a maintenance contract is executed at a fixed price; however, we also offer a-la-carte Service Programs as needed. Our support program is designed to cover every supplied component for the duration of the agreement including all parts and labor. In doing so, Schneider Electric will supply our client with a single point of responsibility concerning all service issues. It shall be our responsibility to coordinate the resolution of all service issues in a timely and professional manner.

## COMPREHENSIVE SUPPORT PLAN HIGHLIGHTS

- Priority service support with preference to time and response level
- 24-hour support line with live personnel
- Remote system troubleshooting
- Periodic preventive maintenance
- 24-hour access to parts
- Operator training services
- Software and firmware upgrades
- Quarterly system performance reviews with the end user

## BRANCH SERVICE RESOURCE CENTER (BSRC)

We offer 24/7 support through our Branch Service Resource Centers (BSRC) which may be contacted via email or toll-free phone. When a service call is made to the toll-free number, a service coordinator is notified and will dispatch resources as needed per the service agreement in place.

## SERVICES SUPPORT PHILOSOPHY

It is the philosophy of our service organization to provide our customers with a wide variety of services and offerings to meet their ever-changing business needs in a model that provides them fast response, continuous commissioning, and energy efficiency, with a foreseeable cost impact.

The response time of our organization is driven by our call center. The ability to report a need and be assured a live representative will get proper resources en-route is the cornerstone of this foundation. Our first line of defense is direct contact with supervisor level personnel who can accurately troubleshoot, assess and dispatch appropriate resources to solve the issue. We assign lead resources to each customer who are most familiar with their day to day issues and needs. We also introduce other members of the team on regular intervals as part of maintenance and commissioning efforts to provide site awareness and familiarization in the event they should be called into duty for emergency response.

Continuous commissioning is a systematic approach to preventative maintenance that goes above and beyond normal system checks and sensor calibrations. All equipment in the facility is mapped out in a scheduled rotation to ensure that it receives equal attention. Critical devices are examined at a higher frequency to ensure their continued operation. All aspects of the system are documented during this process including conditions of mechanical equipment and the surrounding environments. Abnormalities are noted and addressed on subsequent visits to ensure the inspections remain on schedule. Recommendations are recorded and proposed as they are identified as means to enhance system operation and energy efficiency.

Through our continuous commissioning and recurring service agreements, we are able to structure a plan for the customer which can define a fixed recurring cost tied to budgeting cycles that allows for all aspects of system to be serviced without large unforeseeable impacts on operating costs. The even distribution of the costs can be structured to provide continuing commissioning services, emergency repairs, and system additions and enhancements at a defined and fixed cost.

viii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

The preferred method of payment is Automated Clearing House (ACH), but wire transfer and Electronic Data Interchange (EDI) are also acceptable. Payment by credit card or p-card is not accepted. Schneider Electric's standard payment terms are Net 30.

### Payment terms:

1. Payment Terms for Solutions. Participating Public Agency or Procuring Party will pay Contractor monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed. If Contractor provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Contractor shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Contractor of an instrument for less than the full amount which Contractor claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Contractor. If Participating Public Agency or Procuring Party, does not pay Contractor, through no fault of Contractor, within seven (7) days from the time payment was due, Contractor may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Participating Public Agency or Procuring Party, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Contractor may terminate this contract for material breach and all monies due Contractor for services performed and materials delivered shall be paid upon demand. Contractor shall be entitled to recover from Participating Public Agency or Procuring Party all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Participating Public Agency or Procuring Party's request, Contractor will furnish lien waivers as the work progresses.

Contractor reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Participating Public Agency or Procuring Party's obligation. In event of payment default, Contractor may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Contractor's security interest in the goods. At Contractor's request, Participating Public Agency or Procuring Party will execute any necessary instrument to perfect Contractor's security interest.

2. Payment Terms for Products. Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. Invoices for pro-rata payments

become due on the date of shipment. If at Participating Public Agency or Procuring Party 's request, shipments are delayed beyond the scheduled date, payments for the Products will be invoiced to the Participating Public Agency or Procuring Party, as a percentage of the total Purchase Order price when Contractor was originally prepared to ship. Products held for the Participating Public Agency or Procuring Party shall be at the risk and expense of the Participating Public Agency or Procuring Party. If completion of delivery is delayed more than 30 days after originally scheduled delivery date and not caused solely by Contractor, Contractor reserves the right to ship all Products to the Participating Public Agency or Procuring Party who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Contractor's other lawful remedies, Contractor reserves the right to suspend or cancel the PO. If Participating Public Agency or Procuring Party fails to pay Contractor for the Products, Contractor reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Participating Public Agency or Procuring Party consents to such filings and registrations.

### ACCEPTABLE METHODS OF PAYMENT:

The preferred method of payment is Automated Clearing House (ACH), but wire transfer and Electronic Data Interchange (EDI) are also acceptable. Payment by credit card or p-card is not accepted.

ix. Describe Offeror's contract implementation/customer transition plan.

## Project Phases and What to Expect

Your Schneider Electric team will focus on delivering with excellence, with your vision at the forefront, at every stage of our three-phase approach:



## PHASE 1



## Development

Region 4 ESC's project will launch with a series of visioning sessions and facility surveys. During this time, your key stakeholders will also share their wants and needs with our team. Site audits will enable us to identify hidden challenges and opportunities to improve your operations. We will then begin to determine where performance, security, and/or public engagement expectations are falling short and start identifying potential solutions.

As the project scope takes shape, we will conduct an Insert Audit Name -Long to:

- 1 **Analyze** your facilities, review actual utility data, and conduct detailed energy modeling and analysis
- 2 **Evaluate** how your facilities and their systems operate now, and how they could most efficiently operate in the future
- 3 **Generate** a list of recommended solutions for your facilities

This assessment enables us to develop a holistic set of infrastructure improvements based on real data that is specific to your facilities. Your team will then select the combination of scope options that will best satisfy your goals and budget.

Unlike our competitors, we begin engineering work during the development phase. This gives you:

- 1 **A defined scope** earlier in the process, minimizing the risk of change orders later
- 2 **A realistic M&V plan** that ensures you will see the savings you were expecting
- 3 **Detailed cost estimates**, so that financing is based on accurate numbers

We don't develop stand-alone solutions and hope for the best. Our energy analysts incorporate your actual metering data into their detailed energy models to test how the energy improvements (energy improvement) will interact with each other and your existing systems. This exacting level of analysis ensures your energy improvements work in concert to achieve your goals and deliver sustainable savings to your operations. Along with traditional energy improvements, we also propose non-construction-related options to improve your energy savings, such as stakeholder training and behavioral awareness.

## PHASE 2



## Construction &amp; Commissioning

Region 4 ESC will have a professional team at your side who takes full responsibility for ensuring your operations stay up and running with minimal disruption to your building occupants.

Regularly scheduled communications will provide plenty of time to prepare your stakeholders for what to expect during each phase of construction. In addition, the project schedule will account for the dynamic environment of your organization. Much of our work can be performed during second shift, evenings, weekends, and holidays.

At the outset of Phase 2, the Project Manager will work with your team to:

- 1 **Finalize** the estimated project timeline

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- 2 **Schedule** regular project updates

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- 3 **Determine** logistics that best accommodate your operational needs

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- 4 **Review** and finalize your Quality Control Plan and Health and Safety Plan

These items will be captured, tracked, and communicated throughout the project via your project manager. Any potential for scope or schedule creep will be identified and immediately addressed to keep your project on target.

We use a design-build approach, meaning we take sole responsibility for all aspects of project implementation. This provides you with:

- A more streamlined implementation schedule, with much of the engineering work already completed
- No risk of change orders; if we find an issue in the field relating to our scope of work, we will correct it and take full responsibility for fixing it
- Better quality equipment without “low-bid” requirements often seen in design-bid-build projects

Another unique feature of Schneider Electric is our core team approach that includes disciplinary experts that give their guidance throughout project implementation. Our in-house design engineers will inspect systems during, and after implementation, to make sure they are installed per design. It is typical for our design engineers to visit the site multiple times to ensure everything is in working in concert.

## PROVEN CONSTRUCTION FOR CRITICAL OPERATIONS



**Jersey City, New Jersey** – Schneider Electric partnered with Jersey City, NJ to build the state’s first municipal multi-site microgrid to support critical operations during extended power outages while achieving 50% GHG reduction three years ahead of schedule

## COMMISSIONING


You can depend on our guaranteed savings, which start by confirming that all energy improvement work as intended and that your staff can confidently operate new equipment before project closeout.



**Our Commissioning Approach** Our approach verifies that equipment is installed correctly, functions together as a system, and complies with design intent to ensure sustained and optimal performance over time.

Schneider Electric is a member of the Building Commissioning Association (BCA), and our commissioning approach is based on BCA best practices. We focus on optimizing system interactions between installed, retrofitted, and existing equipment. The process also benchmarks a number of operational and maintenance conditions against which performance can be checked for years to come.

A project-specific Commissioning Approach and Plan can be developed and carried out by Schneider Electric’s team of commissioning engineers if required. Whatever the situation, we have the expertise in-house to meet your commissioning requirements.



Our commissioning process often yields **5–10 percent** improvements over and above building energy efficiency savings.

## TRAINING

One of the most effective ways to secure long-term operational efficiency is by ensuring that facilities personnel:

- 1 **Operate** your new building systems proficiently

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- 2 **Understand** how the Insert Measure -Shorts interact

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- 3 **Monitor** any changes to the system protocol that would affect your savings performance

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As we develop project scope, we will determine with the Region 4 ESC how much training is needed and how often Region 4 ESC personnel will need to attend. On all projects, informal, on-site training begins during the project implementation phase and continues through the guarantee period. You will also receive copies of all equipment and training manuals prior to project closeout.

## QUALITY AND COMPLIANCE

Schneider Electric's objective is to provide total quality assurance on every project. For (Region 4 ESC), we will develop and adhere to a Quality Control (QC) Plan specific to the scope of work included in your project. To ensure first-time quality, we:

- Review subcontractor submittals for accuracy according to specifications before materials are ordered
- Use pre-construction QC checklists to evaluate existing conditions and verify that all site protocols are being followed before work commences
- Conduct daily inspections and document activities performed, materials received, and inspection results
- Conduct building closeout inspections with you to ensure the work is done right and to your satisfaction prior to moving on to another building
- Use post-construction QC checklists to confirm that energy improvements are operating as intended and to identify any deficiencies as punch list items

As a successful turnkey organization, our construction team adheres to the codes and standards required by all applicable local, state, and national governing bodies. We will also identify and comply with any customer-specific standards and specifications for equipment, materials, and workmanship.

## HEALTH AND SAFETY

Safety is paramount for Region 4 ESC. That's why your project will include a Health and Safety Plan that marries global safety practices and OSHA standards with requirements specific to your site. Nothing will be left to chance; our detailed plan will assess the potential risk of every energy improvement on your project.

Our track record for safety is eight times better than the industry average, with more than 200 OSHA certified employees in our ESCO division alone. Monthly safety meetings, daily toolbox talks, and regular jobsite safety audits will ensure the implementation team and all subcontractors follow your Health and Safety Plan.

The Site Superintendent will be responsible for ensuring compliance with the Safety and QC Plan and will be willing to stop work if necessary to correct any problems.



PHASE 3



## Customer Support and Guarantee Period

To ensure the ongoing efficiency and effectiveness of Region 4 ESC's energy improvements, you will have the full support of our Client Services program during the guarantee period. You will have:



- 1 **A dedicated Client Services Representative** who is familiar with your systems, operations, and vision to provide technical support and potentially uncover additional savings opportunities
- 2 **Training and preventive maintenance support**, to ensure your staff understands and is confident in the correct operation and maintenance of your new systems
- 3 **Remote monitoring** to verify intended energy savings are being delivered and to provide early detection of issues






Unlike our competitors' M&V programs, our M&V program relies on actual utility bills and metering data to confirm that you are receiving the savings we promised. If your savings are not meeting expectations, we:

- Investigate and fix the issue
- Pay you the difference between the guaranteed and actual savings

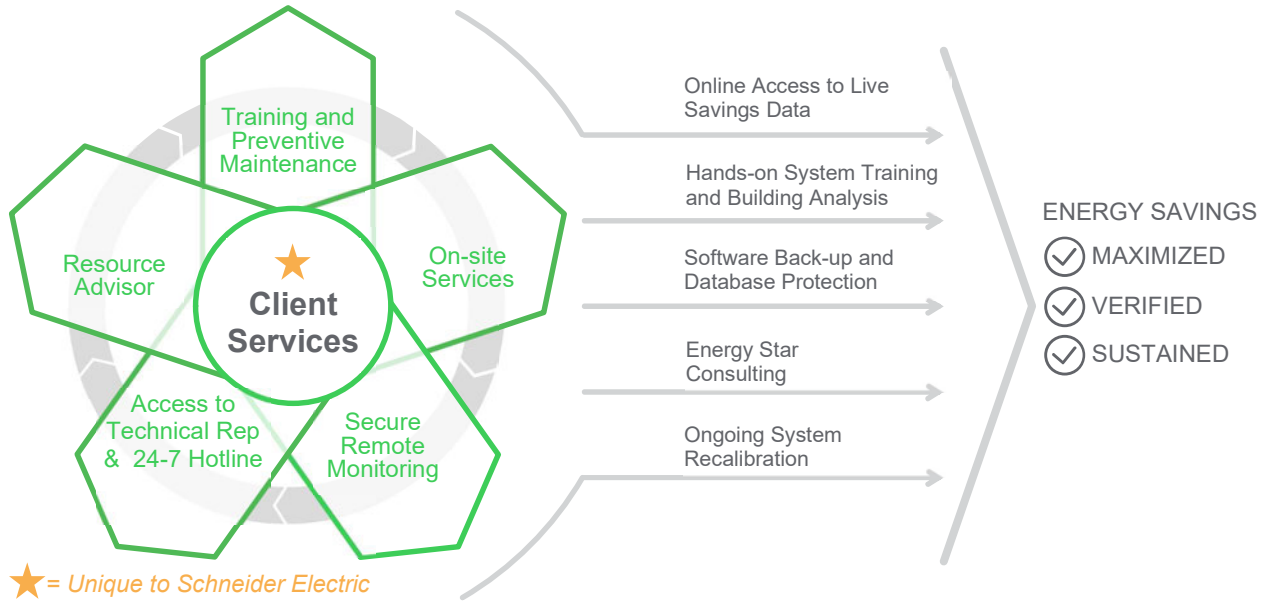
The program will also provide your team with enhanced M&V services. This provides you with:

- Analysis of your actual utility bills and metering data to measure and confirm real savings
- Remote phone and monitoring support, available 24/7
- Flexible contract options to match your needs and resources on an annual basis

Our Client Services program is an annually renewable service that is customizable to your facility's needs, allowing you budget flexibility in future contract years. You are free to cancel at any time with no "buy-out" or early termination penalty. But many of our customers have achieved savings far above expectations based on the analysis provided by our team.

<p><b>Client Services Program Deliverables</b></p>	 <p>Monthly systems performance comparisons</p>	 <p>Quarterly savings reports</p>	 <p>Annual reconciliation reports</p>
 <p>Online access to savings reports anytime</p>	 <p>Online access to savings calculations methodology</p>	 <p>Calculation relating energy savings to environmental impact</p>	 <p>Conversion of energy units saved into tons of greenhouse gases abated</p>

Client Services Program Deliverables Unlike most competitors, our Client Services program goes beyond traditional M&V. Our menu of program deliverables is designed to ensure savings show up on your utility bills.



During the guarantee period, Region 4 ESC will also have access to Resource Advisor, our secure, cloud-based platform for tracking and managing energy, water, and other resource usage. More than 4,500 clients of all sizes in 300,000 sites around the world trust Resource Advisors to manage and track their energy and sustainability initiatives across their enterprises.

Resource Advisor will be your dashboard to:

- 1 **Review** utility data
- 2 **Analyze** system performance
- 3 **Track** your savings guarantee
- 4 **Review** and **compare** actual savings vs. targets
- 5 **Communicate** with your Client Services team

Resource Advisor can even provide you with one platform for managing your utility bills in real time.



Schneider Electric energy analysts identified and documented a metering error for Kingsville ISD from the utility company, resulting in a **\$400,000** credit from the utility company to the customer.

x. Describe the financial condition of Offeror.

## Financial Information

Region 4 ESC requires a partner that offers financial soundness and stability to protect your investment in your project. Schneider Electric has the wherewithal to deliver on our promises so that you can follow through on yours. By partnering with Schneider Electric, you will have a dedicated financial expert at your side to answer your questions and explain your options as you seek financing associated with your project.

A copy of our most recent audited financial and sustainability report can be found in the below link.

<https://www.se.com/ww/en/about-us/investor-relations/regulatory-information/annual-reports.jsp>

As a result, you will:

- 1 **Proceed** with confidence knowing you have all of the information you need to make informed decisions about the project and its associated financing.
- 2 **Attain** a package of financing options for consideration that offers competitive terms and optimizes the value of your energy savings.
- 3 **Reduce** your exposure to risk during construction and throughout the guarantee period.

Your energy savings guarantee is a direct obligation and commitment from Schneider Electric, not a “savings assurance” guarantee provided or issued by a third party. We hold our guarantees as a liability on our financial statements and truly bear the financial responsibility of the savings guarantee. This means we are professionally and financially vested in making sure your savings are achieved. If your project does not deliver the savings promised, we make up the difference.

According to Dun & Bradstreet, Schneider Electric has a higher-than-average financial strength, compared to others in our industry sector, and a lower than average risk indicator when comparing other businesses of the same financial strength category.

Our Sustainability Business Division is backed by Schneider Electric’s annual revenue of \$34.2 Billion and assets of \$17.5 billion. Our financial strength enables us to shoulder monetary risk and withstand periods of reduced cash flow should they occur during our partnership with you.

### A PARTNER WITH EXCELLENT FINANCIAL STANDING



Fully Insured & Bonded



Moody's Rating



S&P Global Rating



Dun & Bradstreet Rating

Rest assured, you will not take on the risk of or responsibility for an unfinished project. With Schneider Electric, you will partner with a company that has a long history of growth and financial strength that can support your project needs well into the future.

We have the ability to bond all work that will be developed as part of your project. Our commitment to complete the work for the fixed price promised is bolstered by our performance bond, which guarantees we will fulfill all of our construction obligations.

Likewise, because Schneider Electric acts as your single point of accountability, Region 4 ESC will not be exposed to the risk of subcontractor liens resulting from unpaid invoices. We will obtain payment bonds to ensure our subcontractors are paid on time and in compliance with our contract. This protects your bottom line, your fiscal reputation, and your valuable public image.

Schneider Electric primarily uses Western Surety Company when providing payment and performance bonds to our customers. Western Surety Company is rated "A-" by AM Best and is capable of providing written confirmation of Schneider Electric's bonding capacity. Schneider Electric is in the position to consider single projects up to \$50 million with an aggregate limit of \$300 million. This excellent bonding capacity translates into lower bonding costs for Schneider Electric, which translates into savings for you. The current bonding rate is \$3.35/\$1000.

Please see Tab 7b for a letter from Western Surety Company, our bond partner, that describes our capability to provide payment and performance bonds for your project. Our bonding agent is:

**Jessica Iannotta, Bond Specialist, AVP**  
Marsh USA, Inc.  
445 South Street, Suite 210  
Morristown, NJ 07960

P: (973) 401-5116  
F: (973) 401-5380  
[jessica.iannotta@marsh.com](mailto:jessica.iannotta@marsh.com)

## Financial Solutions, One Phone Call Away

As you anticipate the value of your energy savings, Region 4 ESC must address the costs associated with any financing to pay for the up-front investment. With Schneider Electric's excellent reputation in the financial market, and our transparent and proactive approach to arranging financing, we can help you secure a competitive financing package with favorable terms.

By partnering with us, you will also have the advantage of a dedicated resource whose sole purpose is to help you obtain the best financing for your project. Our national Finance Director offers more than 30 years of relevant experience and will work with your team to arrange financing. We have supported funding efforts for hundreds of successful projects across the country, ranging from less than \$1 million to more than \$40 million, using a variety of debt instruments and funding sources.

WESTERN SURETY COMPANY represents Schneider Electric for all their surety bonding needs.

Currently, we can bond a single project up to **\$50 Million** with an overall limit of **\$300 Million**.

Specialty values can also be considered.

Our team will be at your side to bid out the financing and review the results. While we will not make a recommendation, we can assist you by explaining all terms and conditions. You will have all of the information you need to weigh the advantages and disadvantages of each response against your end goals. We will coordinate with all parties throughout the documentation and funding process so that you have the support you need through closing.

## More Options for Financing Your Goals

The larger the pool of lenders at your disposal, the better your opportunity for finding the right package to fund your goals. With Schneider Electric, Region 4 ESC will have access to a national network of lenders that are motivated to finance energy projects for Education customers. These lenders understand the benefits of performance contracting and can offer long-term interest rate locks, competitively low interest rates, and flexible prepayment provisions.

In addition to bringing competitive pricing to the table, this network provides Region 4 ESC with alternatives in terms of both lenders as well as structure options. We have vetted these institutions and fostered relationships of trust to secure the best results for our customers.

One of the unique benefits of our collaborative approach is we will develop your project and arrange financing hand in hand. This means you will have a defined scope and an assessment of anticipated costs that is based on actual data, including cash flow assumptions. Our Finance Director will provide real-time interest rate assumptions that are reflected in the cash flow models.

Rather than approaching potential lenders with a ballpark figure, you will have a more complete plan against



KIM ALBERTSON is Schneider Electric's in-house project finance director. With over 30 years of experience, she will work with you to seek out the best possible financing arrangements.

which to compare rates and terms. As a result, there will be no surprises for you when it is time to lock in costs for our contract and lender financing.

Schneider Electric will not charge you for—or make any profit from—the financing of your project, nor do we serve as a financial or municipal advisor. All financing for Schneider Electric projects comes from independent third-party lender/investor sources, such as Bank of America Public Capital Corp, Pinnacle Bank, US Bank, Signature Bank, Sterling National Bank, First Security Finance, Stifel, and D.A. Davidson. Our only interest is to help you find the capital you need with the best terms possible to support your vision for mission-critical improvements for your Region 4 ESC. References from Pinnacle Bank, D.A. Davidson, and others are available upon request.



### A FINANCIAL PACKAGE TAILORED TO YOUR

With Schneider Electric, there is no one-size-fits-all approach to arranging financing. We will work with the lending community to provide debt structures that are most advantageous to you.

## Uncovering Rebates, Incentives, and Grants

Accessing federal relief packages and the thousands of incentive and grant programs available nationwide is not always simple. Schneider Electric’s team of funding experts can help you tap into these grants, rebates, and incentives to stretch your dollars further, reduce the cost of your project, and bridge the funding gap you may be facing. Our in-house Energy Incentives Team actively monitors **over 52,000** rebate and incentive programs across North America. We can assist you by researching and identifying the right funding opportunities to maximize the capital available for your project, including:

- Utility rebates and incentives
- State and federal grants
- Stimulus funds such as the Elementary and Secondary School Emergency Relief Fund (ESSER) and the Governor's Emergency Education Relief Fund (GEER)

Our experienced team can also guide you through the grant application process to ensure you secure the maximum amount of incentives available. Over the past 15 years, we have helped our clients secure **more than \$500 Million** in rebates, incentives, and grants to fund their infrastructure improvement projects.

Stockton Unified School District, CA	City of El Centro, CA	US Coast Guard, Puerto Rico
<p><b>\$1.5M grant</b> for electric vehicle charging</p> <p><b>\$600,000 rebates</b> for battery storage</p> <p><b>\$12M+ of energy improvements</b> funded by grants and rebates</p> <p>We helped Stockton USD secure funding for advanced and innovative energy solutions to help pay for the District’s multi-year Energy Expenditure Plan</p>	<p><b>\$1.6M grant</b> covered half the cost of new turbo blowers for the City</p> <p><b>44% reduction</b> in energy usage which saved \$80,000 annually</p> <p>The City of El Centro utilized funding from grants and guaranteed savings to tackle backlogged capital projects which helped reduce utility costs and the City’s carbon footprint.</p>	<p><b>\$6.5M grant</b> for renewable energy</p> <p><b>3 Megawatts</b> Solar PV production</p> <p><b>Renewable Energy Services Agreement (PPA)</b> within an ESPC</p> <p>By leveraging Federal funding and third-party ownership, our team helped the US Coast Guard increase energy security and add resiliency to their existing electrical grid</p>

- xi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.

[www.se.com](http://www.se.com)

[www.schneideruniversities.com](http://www.schneideruniversities.com)

xii. Describe the Offeror's safety record.

## Schneider Electric Safety Plan Summary

### STATEMENT OF SAFETY AND HEALTH POLICY

Schneider Electric considers no phase of operation or administration of greater importance than accident prevention. It is the policy of this company to provide and maintain safe working conditions and to follow operating practices that will safeguard all employees resulting in safe and efficient operation. Schneider Electric Corporate Safety Policy shall be provided upon request.

### SUBCONTRACTORS

All subcontractors will be selected and managed in a manner consistent with the overall Schneider Electric's safety objectives, policies, and procedures embodied in Schneider Electric Corporate Safety Manual.

### TRAINING

All operations, service and installation employees will be required to attend Safety training. Schneider Electric shall hold weekly safety toolbox meetings with its employees on site and submit a copy of the minutes of each meeting to the GC.

### SAFETY AND HEALTH INSPECTIONS

Schneider Electric will conduct weekly and monthly safety inspections. During the day-to-day progression of the project, the Project Manager or Designated Competent Person will address any identified safety issues. Schneider Electric's corporate safety manager, who may visit the site before and or during the onsite installation.

### ACCIDENT REPORTING

An Accident Investigation Report will be completed for ALL incidents that cause a loss in personal safety, material, tools, and equipment and for any "near miss" incidents that could have caused a loss of the same. A copy of this report is required to be sent to: Schneider Electric's Safety Manager within 24 hours of incident. The Schneider Electric Safety Manager will complete an After-Action Report after investigation of each occurrence.

### PERSONAL PROTECTIVE EQUIPMENT

PPE is to be made available to each employee for controlling exposures to applicable hazards. The first and foremost means of protecting employees from injuries or exposures is to eliminate the exposure, the second is Engineering Controls, and the third is PPE. PPE is a means of preventing injury or exposure when exposure elimination and/or Engineering Controls are not possible.

### HAZARD COMMUNICATION PROGRAM

All Schneider Electric employees are given mandatory hazardous communication training as new employees and as new hazardous materials are introduced.

Safety is a guiding principle at Schneider Electric. Keeping people safe and healthy is part of Schneider Electric's core mission. We instill a safety culture interrelated with our risk management program that permeates every level

of the company and every worksite. Our Injury and Illness Prevention Program and Safety and Health Program, summarized below, are the foundation of this culture.

### SCHNEIDER ELECTRIC SAFETY RECORD

The Schneider Electric Safety Handbook has been provided in Tab 7c.



### A CULTURE OF SAFETY

Schneider Electric received more than 200 safety awards since 2016, demonstrating our commitment to hazard-free work environments with zero lost-time accidents.

xiii. Provide any additional information relevant to this section.

No additional information needed for this space.



# Exhibit A

## RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

### 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### Acknowledged

### 1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Energy Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## Acknowledged

### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams

- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

## Acknowledged

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

## Acknowledged

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master

Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

---

Acknowledged

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

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Acknowledged

### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

---

Acknowledged

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support Of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4)

that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

---

Acknowledged

## 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

---

Acknowledged

## 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

---

Acknowledged

## 3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

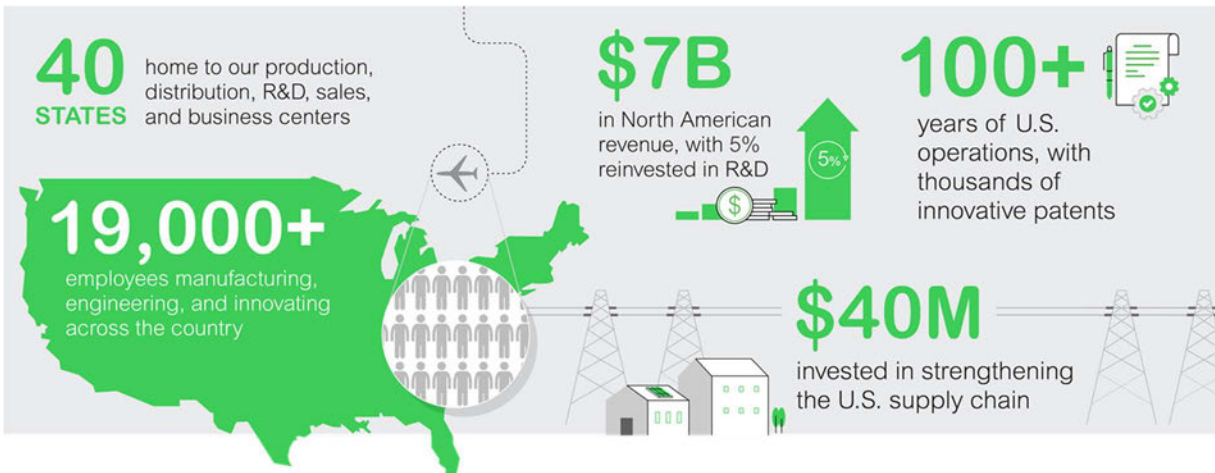
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Acknowledged

### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

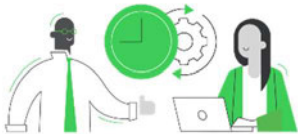
Schneider Electric was established in 1836 and has grown into a global specialist in energy management, efficiency, and infrastructure. Our operations span more than 100 countries, with nearly 135,000 employees and \$28.8 Billion in annual revenue.



## Transforming American Energy, Manufacturing, and Infrastructure



Our products are found in **4 out of 10 U.S. homes** as well as **70% of buildings**, **33,000 wastewater facilities**, and **50% of hospitals** around the world.



We take care of our people with **flexible work** and **family leave** policies, and we're a Forbes Top Employer for both **Diversity** and **Women**.



We're providing EV charging infrastructure **new electric truck fleets** from Paccar, manufacturer of Peterbilt and Kenworth trucks.



We've built **300+ microgrids**, more than any other company — including many for communities facing natural disasters.



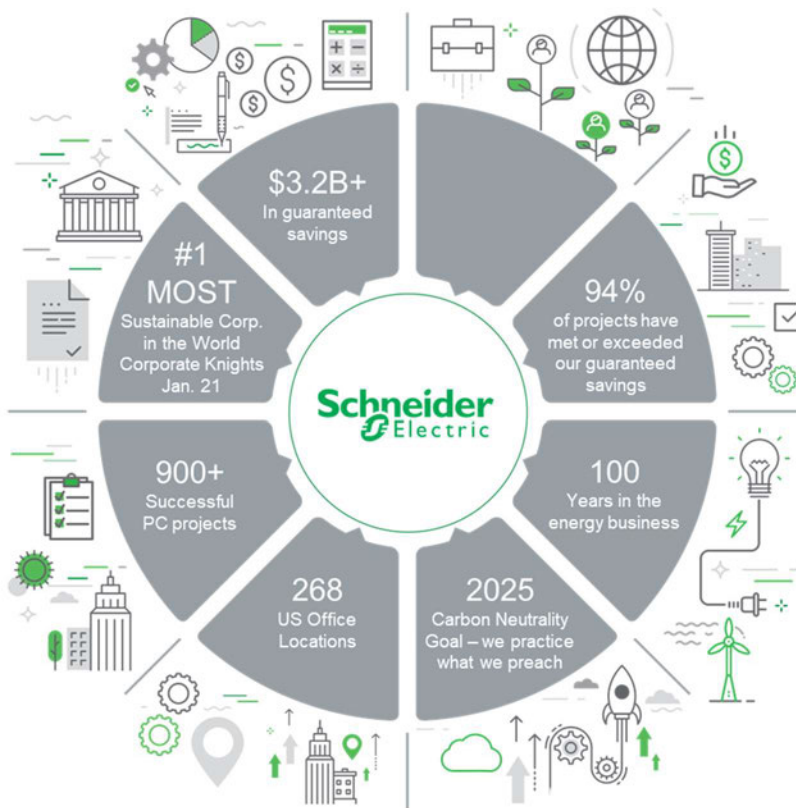
Our core offer, EcoStruxure™, makes digitized infrastructure possible, and our customers have avoided **120 million tons of carbon emissions** using it. Schneider is the **world's largest corporate consultant on renewable energy purchasing**, with 60% market share in the U.S.



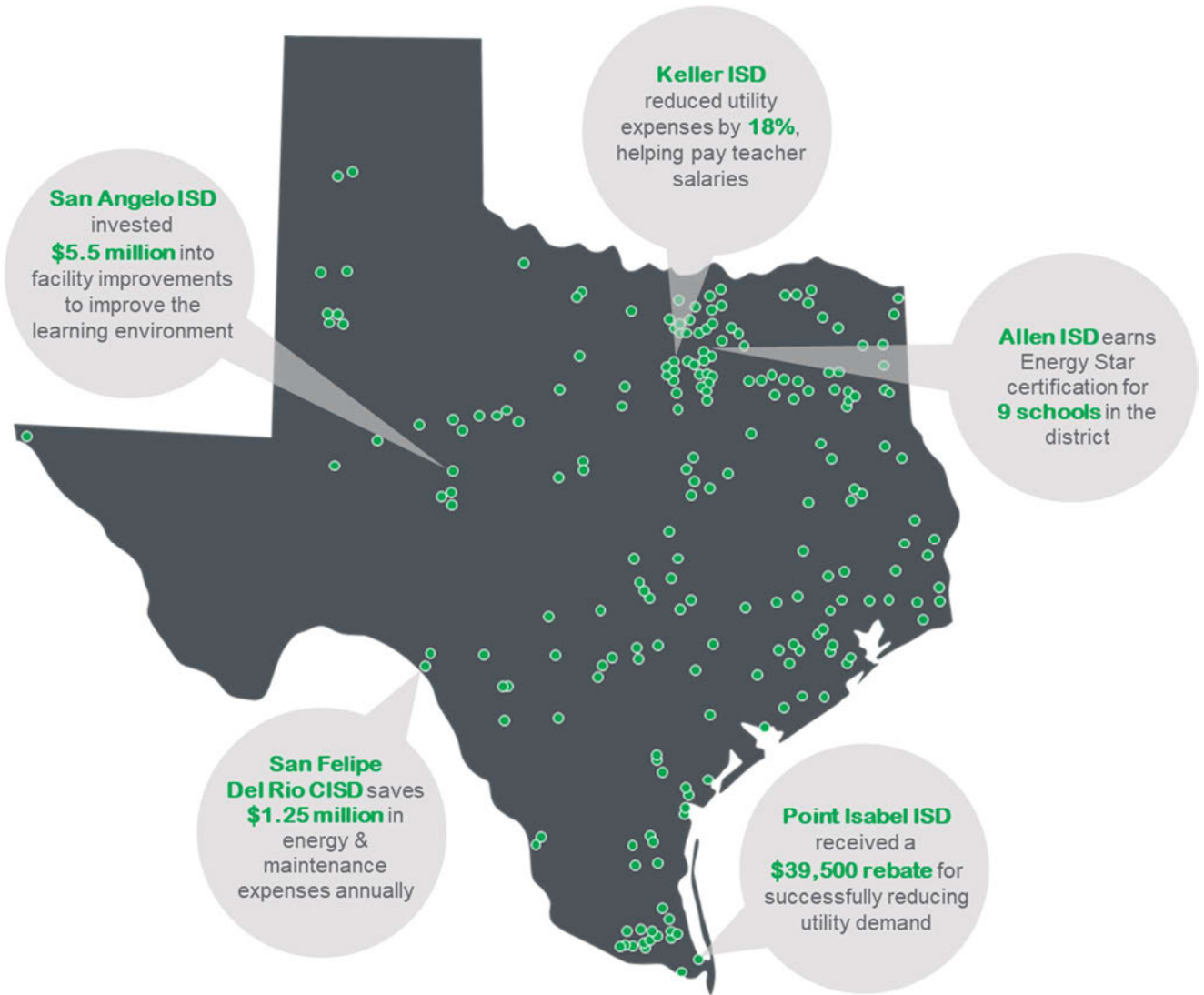
We're enabling Walmart's supply base to **avoid 1 billion tons of carbon emissions** by 2030.



Schneider is going **carbon neutral by 2025**, and we're helping thousands of other organizations achieve their own sustainability goals.




## Schneider Electric in Texas



 **30** years of ESPC experience

 **782,160** students impacted by improved learning environments

 **270** ESPCs implemented statewide

 **3.2** million tons of CO<sub>2</sub> emissions removed

 **\$904** million in guaranteed energy savings



B. Total number and location of sales-persons employed by Supplier.

Sales Staff:

Location	QTY		Location	QTY
Alabama	1		Florida	2
Alaska	1		Georgia	2
Arizona	5		Hawaii	1
Arkansas	3		Idaho	2
California	20		Illinois	11
Colorado	2		Indiana	2
Connecticut	4		Iowa	*
Delaware	2		Kansas	1
DC	9		Kentucky	1
Louisiana	3		Mississippi	1
Maine	2		Missouri	1
Maryland	1		Montana	1
Massachusetts	8		Nebraska	1
Michigan	1		Nevada	11
Minnesota	1		New Hampshire	2
New Jersey	25		N Carolina	18
New Mexico	2		N Dakota	1

New York	25		Ohio	10
Oklahoma	3		Rhode Island	1
Oregon	1		S. Carolina	18
Pennsylvania	5		S Dakota	1
Tennessee	2		Texas	75
Utah	2		Vermont	1
Virginia	8		Washington	1
W Virginia	1		Wisconsin	1
Wyoming	1		American Samoa	*
Federated States of Micronesia	*		Guam	*
Midway Islands	*		Northern Marina Islands	*
Puerto Rico	*		US Virgin Islands	*

C. Number and location of support centers (if applicable) and location of corporate office.

Schneider Electric SA  
 World Headquarters  
 43-45, boulevard Franklin-Roosevelt  
 F-92500 Rueil-Malmaison Cedex (France)

Schneider Electric  
 Buildings Business Americas HQ  
 1650 W. Crosby Rd.  
 Carrollton, Texas 75006

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

Please see Tab 7e for the Schneider Electric Dunn & Brandstreet report.

FEIN number is: 75-2066352

D&B number is: 15-469-5530

E. Describe any green or environmental initiatives or policies.

At Schneider Electric we believe that energy is a basic human right and we are dedicated to furthering humankind through new technologies. Our purpose is to empower all to make the most of our energy and resources, bridging progress and sustainability for all. At Schneider, we call this Life Is On.

With our mission to be your digital partner for Sustainability and Efficiency, we see the urgent need for bold ideas that can re-shape a smarter and more sustainable future for our cities, buildings, homes.

<https://www.se.com/us/en/about-us/sustainability/>

Schneider Electric is taking sustainability seriously across our own footprint too. Based on six commitments aligned with the United Nations’s Sustainable Development Goals and the 1.5°C objective, we have publically pledged to achieve the following milestones:

- By 2025: carbon neutral operations
- By 2030: net-zero operations (no CO2 offsets)
- By 2040: carbon neutral products
- By 2050: net-zero supply chain (no CO2 offsets)

Schneider Electric has provided a link fo you to access all of our Sustainability reports that fully represents the diversity of environmental and policy efforts driven by our organization. From climate, to people, to resources, to trusting, to social impact. <https://www.se.com/ww/en/about-us/sustainability/sustainability-reports/>

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

At Schneider Electric we recognize that having a diverse workforce translates into a better customer experience for Region 4 ESC. According to research, innovation is 4x higher, employee engagement is 3x higher, and employee turnover rates are cut in half in a diverse work climate. For that reason, Schneider Electric is committed to having the right mix of people (diversity) and ensuring that mix of talented individuals work well together (inclusion). As a result, our global workforce reflects the diversity of the markets and customers we serve and translates into a better customer experience for you.



Our D&I Ambition is to  
 “provide **equal opportunities**  
**to everyone everywhere**  
 and to ensure all employees feel  
**uniquely valued and safe**  
**to contribute their best”**

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response: [Schneider Electric is a Publicly Traded Entity](#)

- a. Minority Women Business Enterprise Yes      No
- If yes, list certifying agency:
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
 Yes      No
- If yes, list certifying agency:
- c. Historically Underutilized Business (HUB) Yes      No
- If yes, list certifying agency:
- d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes      No

- If yes, list certifying agency:
- e. Other recognized diversity certificate holder Yes No X
- If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

From the top-down, we are committed to empowering local communities by promoting local sustainability initiatives and enabling individuals & partners to make sustainability a reality for all. Our objective is to ensure that Supplier Diversity is not a one-time event, but rather a strategic part of our contribution to impacting communities, empowering local businesses, and playing a key role to creating jobs in the markets where we provide solutions.

This is also a key element to the social spear of our triple, bottom line strategy. We actively include local Small Businesses Enterprises (SBEs), Minority and Women Owned Business Enterprises (MBE/WBEs) and Disadvantaged Veteran Business Enterprises (DVBES) in projects whether required or not. The current economic climate dictates that all of us do our part to stimulate local economies, by engaging local participation. This philosophy will be supported by our engagement with local partners focused on driving long-term community investments that provide systematic solutions to support ongoing economic mobility efforts.

Schneider Electric has made and continues to make a commitment to secure qualified M/WBEs as subcontractors or sub-consultants. Our approach is much broader than the standard "Good Faith Effort" that typically yields limited, to no results. Our engagement plans typically include the activities below:

- Attendance at the pre-bid/pre-proposal conference.
- Efforts to follow up initial solicitation of interest by contacting M/WBEs to determine with certainty whether these businesses are interested.
- Efforts to identify portions of the work that can be performed by M/WBEs in order to increase participation. If possible, this should include the breakdown of subcontracts into economically feasible units to facilitate participation.
- Efforts that demonstrate Schneider Electric effectively used the services of available organizations, contractor's groups, local, state and federal M/WBEs assistance offices, and other organizations which provide assistance and placement to M/WBEs.

As a socially-conscious and responsible firm, Schneider Electric must engage in outreach, recruitment or other race/gender neutral activities as part of our good faith efforts to achieve the proper utilization of M/WBEs. Schneider Electric takes several affirmative steps in this direction.

The steps may include any one or combination of the following:

- Include qualified M/WBEs on solicitation lists.
- Assure that M/WBEs are solicited whenever they are potential sources.
- Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by M/WBEs.
- Establish delivery schedules, where the requirements of the work permit, which will encourage the participation of M/WBEs, if doing so will not affect the time-sensitive nature of a particular contract.

- Maintain a listing of qualified M/WBEs that can be solicited for supplies, construction and/or services.
- Provide listings to all interested parties who request copies of the bidding or proposing documents.
- Utilize M/WBE listings.
- Conduct pre-bid, pre-solicitation and post-award conferences to ensure that consultants, suppliers and builders are aware of our goal to solicit to M/WBEs.
- Provide bidders and offerors with listings of M/WBEs if available.
- Provide interested M/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- Notify M/WBEs of future procurement opportunities so that they may establish bidding solicitations and procurement plans.
- Perform analysis to identify portions of work that can be performed by M/WBEs.
- Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of M/WBEs.
- Use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bonafide firms for placement on the M/WBE bidders' list to assist these firms in the development of bid packaging.

I. Describe how supplier differentiates itself from its competitors.

Schneider Electric delivers exceptional quality for its energy service solutions. We are honored and recognized as the global leader by Guidehouse Insights.



The premier market research and advisory firm covering the global energy transformation



#1 Energy Service Company (ESCO)



#1 Most Sustainable Corporation in the World



#1 Intelligent Building Software



Smart City Solution of the Year



#1 Energy as a Service Company (EaaS)



World's Most Ethical Companies (10+ years)



J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Due to confidentiality obligations, Schneider Electric may not be at liberty to comment on all legal actions involving Schneider Electric. Further, given the size of Schneider Electric and its global footprint it is possible that the company may have been involved in legal actions in other parts of the world of which we are not aware. Schneider Electric has two pending matters and three resolved matters that are summarized below. Schneider Electric has addressed these matters in a professional and ethical manner, and we can represent and warrant that there are no such legal actions that would impair our credentials or impair our ability to perform under the Energy Savings Performance Contract, if selected.

**RESOLVED - Medford Township School District, NJ**

Schneider Electric was involved in a dispute with the Medford Township School District, New Jersey (“Medford”) arising out of an Energy Services Construction Contract, dated June 29, 2015 (the “Construction Contract”). Schneider was not paid the complete balance owed under the Construction Contract and filed a demand for arbitration with the American Arbitration Association. On April 16, 2018, Medford filed a Complaint in Superior Court of New Jersey seeking to enjoin the arbitration and alleging claims against Schneider for breach of contract. The Parties later agreed to mediate the matter and have since reached a mutually agreeable settlement.

**RESOLVED - DOJ Investigation**

In December 2020, the U.S. Department of Justice (U.S. DOJ) and Schneider Electric Buildings Americas, Inc. (Schneider) reached a settlement related to a former employee (Bhaskar Patel) who was terminated in 2016 for illegal subcontracting activities for personal gain. This was an isolated incident and the actions of that one individual were in direct violation of Schneider Electric’s code of conduct. Upon learning of these issues in 2016, Schneider immediately terminated the rogue employee and implemented new compliance safeguards, including a multi-layered approach to contract management. Schneider remains in good standing as a Federal vendor, having been awarded an additional \$624 million in contracts since the Government’s investigation began in 2016.

**RESOLVED - 2020 City of Atlanta – Department of Watershed Management**

In December of 2017, the City of Atlanta and Schneider entered a Guaranteed Energy Savings Performance Contract (GESPC). Schneider’s successful completion of this Project was contingent on the City repairing and replacing equipment and infrastructure. The City failed to perform its obligations in a timely manner leading to project delays and increased costs. After months of negotiation, the City, in December of 2020, terminated the Schneider contract for default. Schneider maintained that it performed in accordance with the terms of the contract and in February of 2021, Schneider brought a claim alleging wrongful termination and seeking a reversal of the Termination for Default. The parties recently reached a settlement wherein the City of Atlanta rescinded the Termination for Default and the Parties agreed that the contract would be terminated for convenience.

**PENDING - 2020 United States Department of Agriculture**

In May of 2013, Schneider entered a Task Order with the United States Department of Agriculture (“USDA”) to provide energy cost savings to the USDA. The Project was installed, commissioned, and accepted by USDA as of May 2016. Since that time, the USDA has realized the promised savings in each year of performance to date. Despite Schneider’s demonstrated commitment to the project, the USDA, in July of 2020, terminated the Task Order in year 8 of the performance period based on maintenance issues related to one ECM. The USDA has refused to try and resolve the matter and so in January of 2021, Schneider filed a claim against the USDA in the U.S. Court of Federal Claims alleging wrongful termination and seeking to have the Termination reversed.

**PENDING - 2021 City of Memphis**

Earlier this year Schneider bid on and was awarded a lighting project with the City of Memphis. The City of Memphis Request for Proposal (RFP) required that bidders disclose any past or ongoing litigation within the State of Tennessee. Schneider does not have any past or ongoing litigation in Tennessee and answered accordingly. Shortly after award of the project, the City of Memphis learned of the settlement between Schneider and the US DOJ (described above) and based on Schneider’s failure to disclose this information the City revoked the award

and suspended Schneider from performing work with the City of Memphis for one year. Schneider adamantly maintains that its RFP response was proper and that disclosure of the DOJ settlement was not required by the terms of the RFP. Schneider is currently in negotiations with the City and is seeking to have the City's suspension voided.

- K. Felony Conviction Notice: Indicate if the supplier
- is a publicly held corporation and this reporting requirement is not applicable;
  - is not owned or operated by anyone who has been convicted of a felony; or
  - is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Schneider Electric is a publicly traded corporation.

- L. Describe any debarment or suspension actions taken against supplier

There have been no debarment or suspension actions taken against Schneider Electric.

### 3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

The Sustainability Business of Schneider Electric provides integrated building energy management solutions for all building and customer types including temperature controls, building automation, and security systems. Reference <https://www.se.com/us/en/all-products/> for a full product offering.

Low Voltage Products and Systems, Residential and Small Business, Industrial Automation and Control, Building Automation and Control, Medium Voltage Distribution and Grid Automation, Critical Power, Cooling, and Racks, and Solar and Energy Storage.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Schneider Electric is a global organization with manufacturing facilities strategically located around the globe. For Parts Distribution in the United States, we have distribution centers located in Chino, CA. and Mechanicsburg, PA. whereby either location can ship the necessary materials overnight.

To support our Distribution process, Schneider Electric constantly monitors its inventory and usage rates to ensure an efficient and predictable manufacturing process, ensuring products are available when our customers need them. By working closely with our company owned branch locations, we communicate regularly to forecast anomalies and alert our global supply chain whose responsibility is to ensure we have products to support global demand.

<https://www.se.com/us/en/work/support/locator/>

<https://www.se.com/us/en/locate/5-find-a-system-integrator-ecoxpert>

<https://www.se.com/us/en/locate/257-us-distributor-locator/where-to-buy>



- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Schneider Electric's OMNIA Program Manager is dedicated to training all Schneider Electric affiliates (divisions and authorized vendors) on the OMNIA program.

Each Schneider Electric affiliate will be equipped with approved price list. The approved price list has list pricing and set multipliers. This price list can be provided upon request to the participating agency in order to verify parts and labor pricing.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Schneider Electric maintains approximately 12 branch locations across the USA that provide turnkey solutions to our customers. We also partner with a large quantity of Systems Integrators nationally who are certified by Schneider Electric to deliver SE-based solutions through our EcoXpert Partner Program. EcoXperts deliver innovative and sustainable solutions, through integrated technology and digitization, to our shared customers.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

For Parts Distribution in the United States, we have distribution centers located in Chino, CA. and Mechanicsburg, PA.

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Schneider Electric acknowledges and complies with this request.

A comprehensive plan will be rolled out, incorporating our internal and OMNIA Marketing capabilities to alert OMNIA customers of the ability and benefits of procuring our products and services via the OMNIA purchasing vehicle. The plan will highlight the types of opportunities and scopes best suited to an SE-provided solution.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

A comprehensive plan will be rolled out, incorporating our internal and OMNIA Marketing capabilities to alert OMNIA customers of the ability and benefits of procuring our products and services via our contract with OMNIA Partners. The plan will highlight the types of opportunities and scopes best suited to an Schneider Electric-provided solution.

Since Schneider Electric has held an OMNIA Partners/TCPN/National IPA contract for the past 10 years since 2012, our internal teams and many of our existing authorized vendors and their customers are aware of our participation and contract. Based on that, the 1st 90 days will consist primarily of updating our internal teams and existing authorized vendors with details around the new contract. We will also be notifying the remainder of our vendors so that they can learn more and choose to participate. Participating public agencies will be notified via our EcoXpert Partners (authorized vendors), who maintain consistent contact.

Schneider Electric has an internal intranet for all of our EcoXpert Partners. We currently have a page dedicated specifically for OMNIA Partners and the program. This page will be updated with current information. Our team of regional sales people also meet with EcoXpert Partners on a monthly basis so the news will be included in their monthly agenda following news of the awarded contract.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The Schneider Electric Program Manager is responsible for marketing and advertising our OMNIA partners contract. They will serve as the primary proponent for the utilization of the OMNIA contract. When applicable, OMNIA Partners will be Schneider Electric's primary cooperative contract choice.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Prior to working on any creative development project, vendors must thoroughly understand the Schneider Electric brand and its design system. Compliance is mandatory on all deliverables created on behalf of Schneider Electric and its branches. Please work with our dedicated marketing team member for approvals prior to use of logo.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Our commitment to the OMNIA program will include a proactive approach to marketing our capabilities to potential OMNIA customers, and the benefits of utilizing the OMNIA purchasing vehicle to obtain all aspects of superior, sustainable and cost-effective comfort, security, and energy systems for their facilities.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Schneider Electric acknowledges all requirements for inclusion to its customized customer training processes. Training is key to optimizing energy performance and ensuring a solid return on investment. Region 4 ESC can expect a mutual, active commitment to training and ongoing support throughout the life of your project. At Schneider Electric, we understand that "one size does not fit all." We will customize our training program to your team's level of expertise to support their long-term effectiveness. And, unlike many ESCOs, we continue to provide training, support, and accountability long after project completion throughout the guarantee period.

## OUR CUSTOMIZED TRAINING APPROACH

Highly trained staff are essential to reduce equipment down time and maintenance expenses. Through our customized training approach, Region 4 ESC will also learn how to provide optimum comfort conditions at the lowest possible cost. Our goal is to provide the highest quality training solutions to help optimize your productivity, process, and investments by maximizing staff performance. All training will be approved by Region 4 ESC.

We customize your training plan to the exclusive needs of both your project and your staff. Every project is unique. Your facilities staff members also have a variety of skillsets and knowledge of your equipment and systems. Region 4 ESC can expect a comprehensive training program that is designed to equip your staff with the skills to independently maintain your systems while also bolstering buy-in to your overall infrastructure program.

## INITIAL TRAINING

During the construction phase, Schneider Electric will provide hands-on training for your staff as each new system becomes operational. This on-site training is designed to empower your facilities staff to take over, operate, and understand your infrastructure improvements and how your energy improvements interact. During the investigation audit, we will assess your staff capabilities and develop this training plan together, including topics such as:

- Energy management control systems
- HVAC optimization and maintenance
- Preventative maintenance
- Building system trouble shooting
- Behavioral training for your end users
- Messaging and reminders to keep your stakeholders focused on project success
- Policy development for business managers

The frequency of this training will depend on construction progress and staff skill level. Detailed operations and maintenance (O&M) plans will be provided to the facilities team for reference. As your project nears completion, your Schneider Electric Project Manager will schedule on-site training in larger blocks to focus on operating parameters and how energy improvements interact to ensure optimized system performance.

## PROJECT MESSAGING AND KICK-OFF SUCCESS

Meeting your performance objectives isn't just dependent on your facilities staff faithfully implementing the O&M plan; often, it also requires a behavioral change among your stakeholders and building occupants. We support your success through broader training programs designed to show the value of your project.

We work directly with administrators to provide the tools for your personnel to understand the big picture and to adapt their behaviors for success. From technical training to staff messaging, we can work with you at the level you need.

We are also available to participate in large staff meetings to introduce your project goals. Our team can help you craft a message to create excitement around the energy savings, positive environmental impacts, and new procedures your personnel can expect. We are available to provide reminders, signs, and encouragement materials to keep your team on track. More information about the services we offer related to public relations and messaging can be found in Value Added Services in Tab 5.

## ONGOING TRAINING SUPPORT

Personnel turnover can cause a knowledge gap for your staff—but that's not an issue when Schneider Electric is part of your team. Our Client Services team is your one-stop for training and support for operational success after project completion. Our on-site training is recorded for future training needs, saving you time if you need refresher training for your current facilities staff or comprehensive training for new personnel.

As new staff members come on board, our Client Services team can provide hands-on training to ensure they understand how to operate individual systems, and how all your systems interact to improve performance. With Client Services, you select the level of support with the transparency of knowing your costs up front. Initial training and ongoing support are always part of your plan, but you can add services and training opportunities as your needs evolve. Our goal is to provide ongoing support that can help identify areas where new or updated training is needed – with little or no extra cost to you.

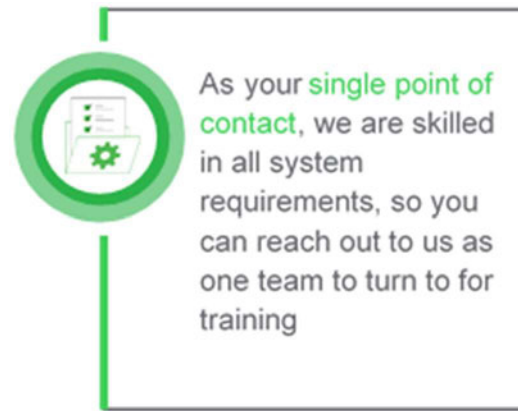
Because the ability to operate and maintain equipment affects the guaranteed energy savings under our performance contract, it is crucial we are notified promptly of key facility personnel changes.

## OFF-SITE TRAINING

Most training is provided on-site with your team, but we can provide additional remote training in off-site locations if issues arise or personnel changes occur. Our Building Educational Services offer state-of-the-art training hubs in our Boston, Nashville, and Dallas locations. Our training program includes EcoStruxure™ Building, Andover Continuum, TAC I/A Series, and TAC I/NET. We can bring this service to your location or arrange an off-site hub meeting.

## TRAINING PROVIDED BY OTHERS

With Schneider Electric at your side, you have one team to turn to for training. We provide training on other manufacturers' products, and as needed, we provide trainers from the manufacturers themselves. Our team will coordinate and schedule all training with any third-party instructors and ensure they cover topics in a clear, concise manner. After training, we will be your liaison to your manufacturer of choice. We are skilled in all system requirements, so can you reach out to us as a single point of contact with any questions or concerns. The frequency and duration of all training sessions will be customized around the project schedule for maximum effectiveness and minimum disruption to you.



G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

Chris Dellinger is the Schneider Electric Program Manager and all communications should start with our Schneider Electric Program Manager.

Executive Support: Tammy Tolle, Vice President of Sales, [Tammy.tolle@se.com](mailto:Tammy.tolle@se.com)

Marketing: Skylar Herman, Marketing Manager, [Skylar.herman@se.com](mailto:Skylar.herman@se.com)

Sales: Chris Dellinger, Account Executive, Performance Contracting, [Chris.dellinger@se.com](mailto:Chris.dellinger@se.com)

Financial Reporting: Audited financial reporting is publicly disclosed at the below link.

<https://www.se.com/ww/en/about-us/investor-relations/regulatory-information/annual-reports.jsp>

Accounts Payable: Michelle Tiritilli ([Michelle.Tiritilli@se.com](mailto:Michelle.Tiritilli@se.com)), please cc Kimberly Flanders ([Kimberly.Flanders@se.com](mailto:Kimberly.Flanders@se.com))

Contracts: Michael Healey, Assistant General Counsel, [Michael.healey@se.com](mailto:Michael.healey@se.com)

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

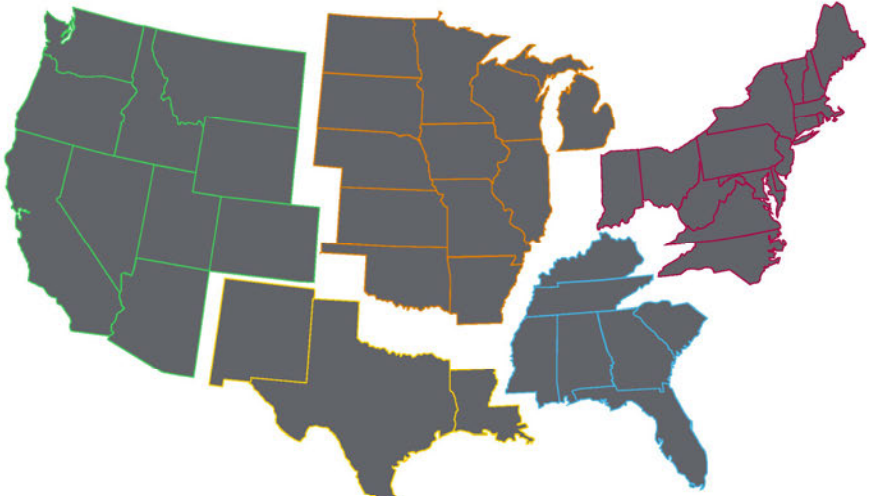
Tammy Tolle is the highest-level executive for Sales. She is the signator for this submission. Sales regions are demonstrated by color and provide contact information for senior leadership below.

**CONTACT INFORMATION**


**Senior Vice President**  
James Potach  
[James.Potach@se.com](mailto:James.Potach@se.com)

**Vice President of Sales**  
Tammy Tolle  
[Tammy.Tolle@se.com](mailto:Tammy.Tolle@se.com)

**Vice President of Operations**  
Matt Wolkow  
[Mathew.Wolkow@se.com](mailto:Mathew.Wolkow@se.com)

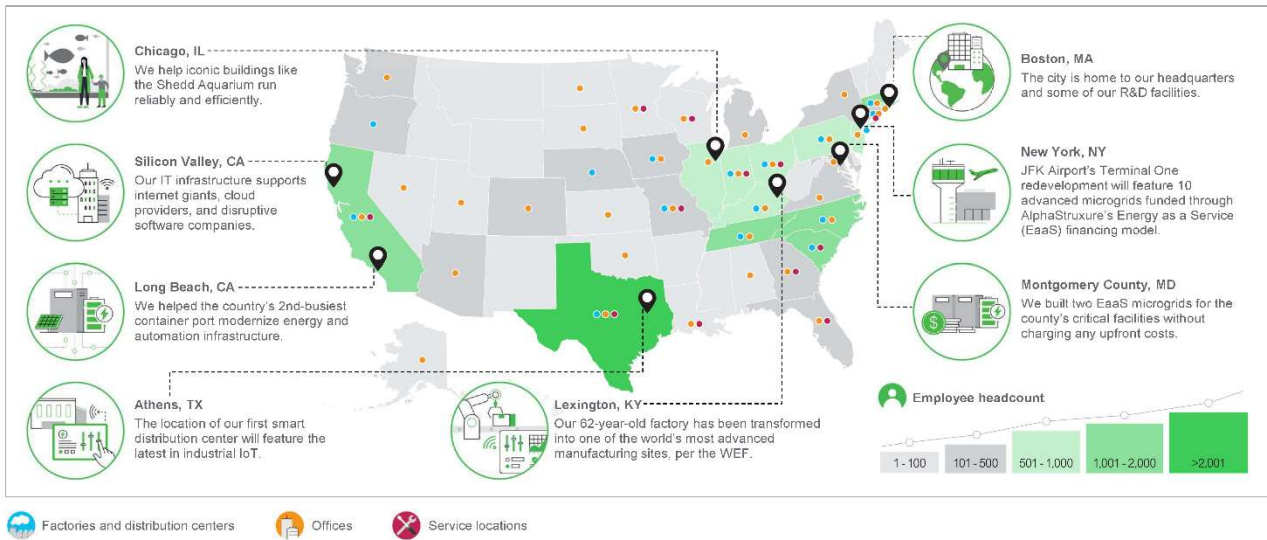


<b>West Region</b> Jordan Lerner – Regional Director of Sales <a href="mailto:Jordan.Lerner@se.com">Jordan.Lerner@se.com</a> J. Brandon Bedford – Director of Operations <a href="mailto:Brandon.Bedford@se.com">Brandon.Bedford@se.com</a>	<b>South Region</b> Glenn Gaines– Regional Director of Sales <a href="mailto:Glenn.Gaines@se.com">Glenn.Gaines@se.com</a> Corey Newby – Director of Operations <a href="mailto:Corey.Newby@se.com">Corey.Newby@se.com</a>	<b>Midwest Region</b> Joe Cinali – Regional Leader <a href="mailto:Joe.Cinali@se.com">Joe.Cinali@se.com</a> Darrell DeMoss – Director of Operations <a href="mailto:Darrell.Demoss@se.com">Darrell.Demoss@se.com</a>	
<b>Southeast Region</b> Glenn Gaines– Regional Director of Sales <a href="mailto:Glenn.Gaines@se.com">Glenn.Gaines@se.com</a> Chris Reynolds– Director of Operations <a href="mailto:Christopher.Reynolds@se.com">Christopher.Reynolds@se.com</a>	<b>East Region</b> Ken Broach – Director of Sales and Operations <a href="mailto:Ken.Broach@se.com">Ken.Broach@se.com</a>	<b>Federal Region</b> Allison Rucker – Federal Director Charles Atmore– Director of Business Services <a href="mailto:Charles.Atmore@se.com">Charles.Atmore@se.com</a>	Life Is On   

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Schneider Electric is advancing digital and energy transformation *Nationally*. The below map highlights all factories, districtuion centers, offices, and service locations.



I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Our Schneider Electric Account Executive will share monthly updates on internal sales conference calls. They will also utilize our internal marketing emails to update any contract benefits with OMNIA Partners. Schneider Electric Account Executive will serve as the subject matter expert for all sales teams and external inquiries.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As an international company that has been in business for over 180+ years, Schneider Electric has relationships with most public agencies in the country. The Schneider Electric Account Executive will coordinate with OMNIA Partners Representative on a case-by-case basis to provide more details.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Schneider Electric is an International company that operates through multiple distribution channels. So we defer to each individual ordering management process.

Schneider Electric utilizes Baan Corporation's ERP system with ACH and EDI 810, 850, 855 capabilities between Schneider Electric and Supplier and/or Schneider Electric and Customer. iPortal, a Schneider-Electric owned web-order platform, provides the customer on-line shopping option along with Customer assistance 24/7/365 via telephone or email.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$ 400,000.00 in year one  
\$ 300,000.00 in year two  
\$ 300,000.00 in year three

Detail Supplier's strategies under these options when responding to a solicitation.

Schneider Electric invests in a depth of resources to provide customized solutions for each solicitation opportunity.





**EXHIBIT B  
ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and \_\_\_\_\_ (“**Supplier**”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the “**Product**”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### **NATIONAL PROMOTION**

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_ percent (\_\_%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector  
Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**EXHIBIT C  
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,  
EXAMPLE**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR



OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY,  
A DELAWARE CORPORATION D/B/A  
OMNIA PARTNERS, PUBLIC SECTOR  
AND/OR COMMUNITIES PROGRAM  
MANAGEMENT, LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY D/B/A  
U.S. COMMUNITIES**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title and Agency Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**EXHIBIT D**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E**  
**CONTRACT SALES REPORTING TEMPLATE**

Contract Sales Report submitted electronically in Microsoft Excel:

	Supplier Name:		Total Sales		\$0.00											
	Contract Number:		Admin Fee %													
	Reporting Period:		Total Admin Fee		\$0.00											
FOR OMNIA USE ONLY																
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES TT Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: Schneider Electric Buildings Americas, Inc.

Address, City, State, and Zip Code: 1650 W Crosby Road, Carrollton, TX 75006

Phone Number: [REDACTED] Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Tammy Tolle, Vice President of Sales

Email Address: Tammy.tolle@se.com

Signature of Authorized Representative: Tammy Tolle Date: February 28, 2023



## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### **2. Equal Employment Opportunity:**

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or

on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages

not less than once a week.

- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and

the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
    - “Clean Air Act
      - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
      - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
      - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
    - Federal Water Pollution Control Act
      - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
      - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
      - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement

programs.

- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R.



pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, Schneider Electric Buildings Americas, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**



**Signature of Contractor's Authorized Official**

Tammy Tolle, Vice President of Sales

**Name and Title of Contractor's Authorized Official**

February 28, 2023

**Date"**

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political

subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all

persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Schneider Electric Buildings Americas, Inc.

Address, City, State, and Zip Code:  
1650 W Crosby Rd. Carrollton, TX 75006

Phone Number: [REDACTED] Fax Number:

Printed Name and Title of Authorized Representative: Tammy Tolle, Vice President of Sales

Email Address: Tammy.tolle@se.com

Signature of Authorized Representative:

Date: February 28, 2023

Tammy Tolle

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization: Schneider Electric Buildings Americas, Inc.**

**Organization Address:1650 W Crosby Rd. Carrollton, TX 75006**

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Tammy Tolle	Title:	Vice President of Sales
Signature:		Date:	February 28, 2023



DOC #2

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

SS:

I, Tammy Tolle (name of affiant) residing in Tammy Tolle (name of municipality)  
in the County of Blaine and State of Idaho of full  
age, being duly sworn according to law on my oath depose and say that:

I am Vice President of Sales (title or position) of the firm of Schneider Electric Buildings Americas, Inc. (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

Solicitation Number 22-15  
entitled Region 4 (ESC) for Energy Solutions, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in  
this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service  
Center relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent  
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by  
Schneider Electric Buildings Americas, Inc.

Subscribed and sworn to

before me this day

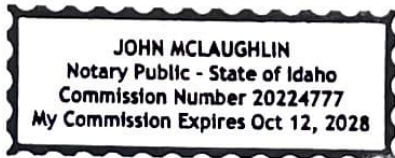
[Signature]  
Signature

Feb. 23, 2023  
Idaho  
Notary public of \_\_\_\_\_

John McLaughlin  
(Type or print name of affiant under signature)

My Commission expires 10/12/2023

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Schneider Electric Buildings Americas, Inc.

**Street:** 1650 W Crosby Road

**City, State, Zip Code:** Carrollton, TX 75006

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

February 28, 2023  
**Date**

  
**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

  
\_\_\_\_\_  
Signature of Procurement Agent

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT**-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY  <p align="center">1589</p>
4. COMPANY NAME <b>Schneider Electric USA INC</b>		
5. STREET <b>200 N Martingale Road Ste 1000</b>	CITY <b>Schaumburg</b>	COUNTY <b>IL</b>
STATE <b>IL</b>		ZIP CODE <b>60173</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	195	162	33	1	1		2	156	1	3		1	28
Professionals	606	542	64	14	39	3	25	454	1	5		10	48
Technicians	461	449	12	26	37	1	13	368	1	1		1	9
Sales Workers	233	186	47	1	7	1	6	168	1	3	1	2	39
Office & Clerical	86	12	74	1	1		1	9	5	10		1	56
Craftworkers (Skilled)	1	1						1					
Operatives (Semi-skilled)	6	6		1	2			3					
Laborers (Unskilled)	1		1										1
Service Workers													
<b>TOTAL</b>	<b>1589</b>	<b>1358</b>	<b>231</b>	<b>44</b>	<b>87</b>	<b>5</b>	<b>47</b>	<b>1159</b>	<b>9</b>	<b>22</b>	<b>1</b>	<b>15</b>	<b>181</b>
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: <b>12/15/2018</b> To: <b>12/31/2018</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO   DAY   YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
- -			

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Schneider Electric Buildings Americas, Inc.		
Address:	1650 W Crosby Road		
City:	Carrollton	State: TX	Zip: 75006

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Tammy Tolle  
Printed Name

Vice President of Sales  
Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders.

Subscribed and sworn before me this 23 day of Feb 2023

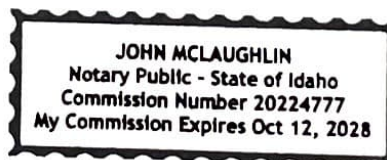
(Notary Public)

My Commission expires: 10/12/2028

Tammy Tolle (Affiant)

TAMMY TOLLE, VP (Print name & title of affiant)

(Corporate Seal)



**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**RECEIVED**

05/24/17

JUN 05 2017

BY: .....

Taxpayer Identification# 752-066-352/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

SCHNEIDER ELECTRIC BUILDINGS AMERICAS, I

TRADE NAME:

TAC AMERICAS, INC.

ADDRESS:

1415 S ROSELLE RD  
PALATINE IL 60067

SEQUENCE NUMBER:

0095267

EFFECTIVE DATE:

08/16/94

ISSUANCE DATE:

05/24/17

  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Tammy Tolle Title: Vice President of Sales

Signature:  Date: February 28, 2023

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT**-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY  <b>1589</b>
4. COMPANY NAME <b>Schneider Electric USA INC</b>		
5. STREET <b>200 N Martingale Road Ste 1000</b>	CITY <b>Schaumburg</b>	COUNTY <b>IL</b>
STATE <b>IL</b>		ZIP CODE <b>60173</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)    CITY    STATE    ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT    CITY    COUNTY    STATE    ZIP CODE		

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	195	162	33	1	1		2	156	1	3		1	28
Professionals	606	542	64	14	39	3	25	454	1	5		10	48
Technicians	461	449	12	26	37	1	13	368	1	1		1	9
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Office & Clerical	86	12	74	1	1		1	9	5	10		1	56
Craftworkers (Skilled)	1	1						1					
Operatives (Semi-skilled)	6	6		1	2			3					
Laborers (Unskilled)	1		1										1
Service Workers													
<b>TOTAL</b>	<b>1589</b>	<b>1358</b>	<b>231</b>	<b>44</b>	<b>87</b>	<b>5</b>	<b>47</b>	<b>1159</b>	<b>9</b>	<b>22</b>	<b>1</b>	<b>15</b>	<b>181</b>
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO.    DAY    YEAR
13. DATES OF PAYROLL PERIOD USED From: <b>12/15/2018</b> To: <b>12/31/2018</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO    DAY    YEAR
17. ADDRESS NO. & STREET    CITY    COUNTY    STATE    ZIP CODE    PHONE (AREA CODE, NO., EXTENSION)			-    -

## MCBRIDE-PRINCIPLES


**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**
**MACBRIDE PRINCIPALS FORM**
**BID SOLICITATION #:** \_\_\_\_\_

**VENDOR/BIDDER:** \_\_\_\_\_

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

*Tammy Tolle*

Signature

February 28, 2023

Date

Tammy Tolle, Vice President of Sales

Print Name and Title



## Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

### YEARS IN THE ENERGY BUSINESS

Schneider Electric was established in 1836 and has grown into a global specialist in energy management, efficiency, and infrastructure. We entered the ESCO business 31 years ago with the founding of our Sustainability Business in 1992.

Our operations span more than 100 countries, with nearly 128,000 employees and \$34.2 Billion in annual revenue. In short, we offer the backing and stability of a large company, while the Sustainability Business operates within the ESCO space as a smaller division.

We have been in the energy conservation and energy performance contracting business for 29 years, since 1992.

- ii. Describe Offeror’s reputation in the marketplace.

**#1 Energy Service Company (ESCO)**

**Top Sustainable Corporation in the World**

**#1 Intelligent Building Software**

**Smart City Solution of the Year**

**World's Most Ethical Companies (10+ years)**

**2021 Partner of the Year**

iii. Describe Offeror’s reputation of products and services in the marketplace.

<p>#1-ranked ESCO in the nation</p>	<p>2022 Partner of the Year</p>	<p>2022 Honoree and ranked for 10 years and counting</p>	<p>Highest-ranked ESCO on Global 100 List</p>
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iv. Describe the experience and qualification of key employees.

### The Best Projects Begin with a Strong Partnership







As a leader within your community, we know that Region 4 ESC is looking for the best partner and strongest team possible to implement your project. Here at Schneider Electric, we’ve assembled a team of experts that are not only the best in their field; we also love what we do.



“The best projects begin with a strong partnership, and Schneider Electric listened to us every step of the way”

Dr. Pablo Arenaz, President  
Texas A&M International University

Based on employee feedback, we are proud to share that in 2021, Schneider Electric was certified as a Great Place to Work® for the 3<sup>rd</sup> year in a row. And, **86% of our in-house engineers have advanced degrees or specialized certification.** The core team responsible for leading this project includes the following essential roles:

 <p><b>Account Manager</b></p> <p>Serves as your point of contact throughout the entire project</p>	 <p><b>Project Development Manager</b></p> <p>Collaborates with your team to define the scope, and oversees development, design and engineering</p>	 <p><b>Project Manager</b></p> <p>Provides regular communications to project stakeholders and oversees schedule and budget</p>
 <p><b>Site Superintendent</b></p> <p>Provides daily oversight of construction, subcontractors, and all health, safety, and quality-related performance</p>	 <p><b>Client Services Representative</b></p> <p>Manages monitoring, M&amp;V, and ongoing support and training to ensure that your project delivers guaranteed savings</p>	 <p><b>Financing Specialist</b></p> <p>Assists in determining funding opportunities and optimal financing options</p>

## Division of Responsibility Among Staff

An integrated core team of highly skilled, cross-functional experts will be at your side throughout your project—and even long after construction.

Your core team will include:

An **Account Manager**, who serves as your point of contact throughout the project

A **Project Development Manager**, who oversees development and collaborates with you to define the scope

A **Project Manager**, who oversees construction scheduling and implementation

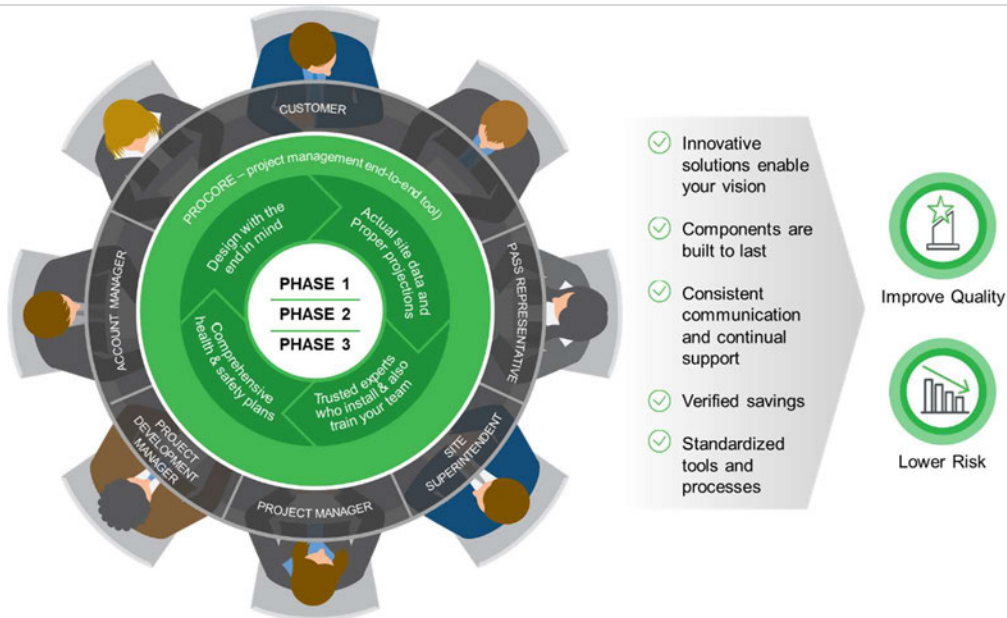
A **Site Superintendent**, who provides day-to-day oversight of the project, subcontractors, quality control, and health and safety related performance

A **Client Services Representative**, who manages monitoring, measurement and verification (M&V), ongoing support and training, and ensures your project delivers guaranteed savings

This core team does not divide responsibility into silos. Instead, representatives from each discipline are brought together to pool their expertise throughout your project. Unlike common project management models, your Schneider Electric Project Manager is involved during the development phase to ensure your solutions will be constructed as intended. Likewise, your Client Services Representative is also involved during development to create an M&V plan that is best suited for the proposed scope.

You can expect:

- 1 **Your vision** to be carried forward with fidelity and with smoother transitions between phases
- 2 **Less rework and no change orders**, minimizing risk to your schedule and budget



**Our Holistic Approach** With everyone at the table, Region 4 ESC can count on high quality and lower risk when working with our cross-functional core team who collaborate throughout the project life cycle.

v. Describe Offeror’s experience working with the government sector.

Schneider Electric has a Federal ESCO team who specializes in working with the Federal government. This group has implemented hundreds of millions in energy work for the federal government and their experience with the unique procurement and documentation guidelines has greatly bolstered our federal grant and stimulus efforts with non-federal projects.

Naval Base Coronado	Yokota Air Force Base	US Coast Guard, Puerto Rico
<p><b>\$114,315,238</b> Project Cost</p> <p><b>\$4,377,137</b> Annual Project Savings</p> <p>\$114M self-funding energy project at Naval Base Coronado and San Clemente island in California. Inclusive of 90 buildings increasing the reliability and capacity of mission critical facilities, reducing overall operational and maintenance costs.</p>	<p><b>\$403,033,212</b> Project Cost</p> <p><b>\$11,580,262</b> Annual Project Savings</p> <p>We are providing alternative prime power for all mission-critical buildings, addressing critical facility infrastructure in more than 500 buildings, and installing 19 self-funding energy measurement conservations across 9.6M square feet.</p>	<p><b>\$6.5M grant</b> for renewable energy</p> <p><b>3 Megawatts</b> Solar PV production</p> <p><b>Renewable Energy Services Agreement (PPA)</b> within an ESPC</p> <p>By leveraging Federal funding and third-party ownership, our team helped the US Coast Guard increase energy security and add resiliency to their existing electrical grid</p>

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Due to confidentiality obligations, Schneider Electric may not be at liberty to comment on all legal actions involving Schneider Electric. Further, given the size of Schneider Electric and its global footprint it is possible that the company may have been involved in legal actions in other parts of the world of which we are not aware. Schneider Electric has two pending matters and three resolved matters that are summarized below. Schneider Electric has addressed these matters in a professional and ethical manner, and we can represent and warrant that there are no such legal actions that would impair our credentials or impair our ability to perform under the Energy Savings Performance Contract, if selected.

**RESOLVED - Medford Township School District, NJ**

Schneider Electric was involved in a dispute with the Medford Township School District, New Jersey (“Medford”) arising out of an Energy Services Construction Contract, dated June 29, 2015 (the “Construction Contract”). Schneider was not paid the complete balance owed under the Construction Contract and filed a demand for arbitration with the American Arbitration Association. On April 16, 2018, Medford filed a Complaint in Superior

Court of New Jersey seeking to enjoin the arbitration and alleging claims against Schneider for breach of contract. The Parties later agreed to mediate the matter and have since reached a mutually agreeable settlement.

**RESOLVED - DOJ Investigation**

In December 2020, the U.S. Department of Justice (U.S. DOJ) and Schneider Electric Buildings Americas, Inc. (Schneider) reached a settlement related to a former employee (Bhaskar Patel) who was terminated in 2016 for illegal subcontracting activities for personal gain. This was an isolated incident and the actions of that one individual were in direct violation of Schneider Electric's code of conduct. Upon learning of these issues in 2016, Schneider immediately terminated the rogue employee and implemented new compliance safeguards, including a multi-layered approach to contract management. Schneider remains in good standing as a Federal vendor, having been awarded an additional \$624 million in contracts since the Government's investigation began in 2016.

**RESOLVED - 2020 City of Atlanta – Department of Watershed Management**

In December of 2017, the City of Atlanta and Schneider entered a Guaranteed Energy Savings Performance Contract (GESPC). Schneider's successful completion of this Project was contingent on the City repairing and replacing equipment and infrastructure. The City failed to perform its obligations in a timely manner leading to project delays and increased costs. After months of negotiation, the City, in December of 2020, terminated the Schneider contract for default. Schneider maintained that it performed in accordance with the terms of the contract and in February of 2021, Schneider brought a claim alleging wrongful termination and seeking a reversal of the Termination for Default. The parties recently reached a settlement wherein the City of Atlanta rescinded the Termination for Default and the Parties agreed that the contract would be terminated for convenience.

**PENDING - 2020 United States Department of Agriculture**

In May of 2013, Schneider entered a Task Order with the United States Department of Agriculture ("USDA") to provide energy cost savings to the USDA. The Project was installed, commissioned, and accepted by USDA as of May 2016. Since that time, the USDA has realized the promised savings in each year of performance to date. Despite Schneider's demonstrated commitment to the project, the USDA, in July of 2020, terminated the Task Order in year 8 of the performance period based on maintenance issues related to one ECM. The USDA has refused to try and resolve the matter and so in January of 2021, Schneider filed a claim against the USDA in the U.S. Court of Federal Claims alleging wrongful termination and seeking to have the Termination reversed.

**PENDING - 2021 City of Memphis**

Earlier this year Schneider bid on and was awarded a lighting project with the City of Memphis. The City of Memphis Request for Proposal (RFP) required that bidders disclose any past or ongoing litigation within the State of Tennessee. Schneider does not have any past or ongoing litigation in Tennessee and answered accordingly. Shortly after award of the project, the City of Memphis learned of the settlement between Schneider and the US DOJ (described above) and based on Schneider's failure to disclose this information the City revoked the award and suspended Schneider from performing work with the City of Memphis for one year. Schneider adamantly maintains that its RFP response was proper and that disclosure of the DOJ settlement was not required by the terms of the RFP. Schneider is currently in negotiations with the City and is seeking to have the City's suspension voided.

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

References are provided in the 4a Tab of this submission.

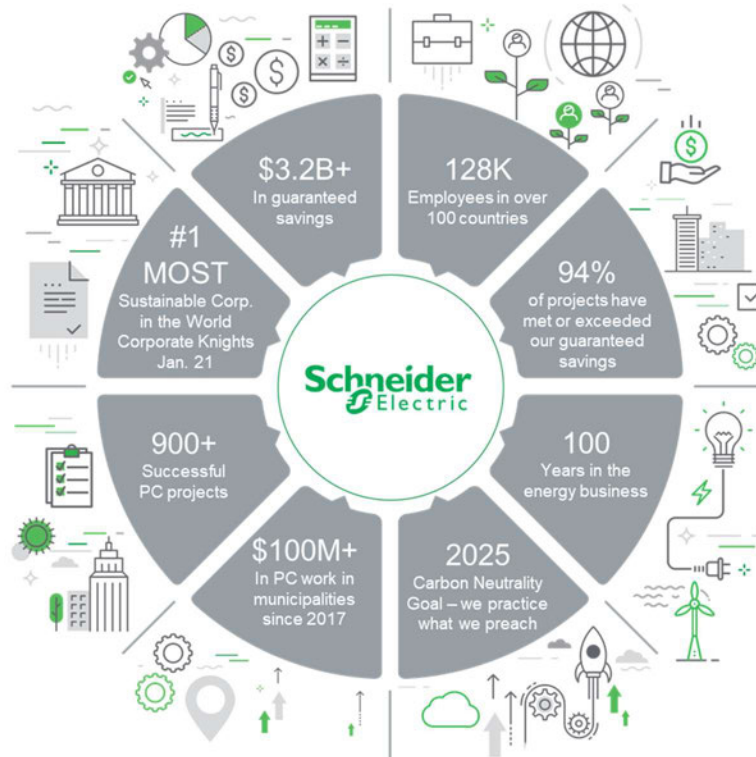
viii. Provide any additional information relevant to this section.

## Local Licenses

Schneider Electric is registered as a Texas Professional Engineering firm and functions as a general contractor on energy savings performance contracts. All subcontractors working for Schneider Electric on your project will be required to have a valid TX contractor's license, and our Project Manager will ensure that applicable permits are obtained prior to project start. Your project team will also include a designated Professional Engineer licensed in the State of TX.

Schneider Electric is a Prequalified Energy Services Company and adheres to all the legislative requirements for energy performance contracts as required.

As an approved performance contractor for NAESCO, the DOE and the DOD, Schneider Electric has undergone substantial vetting. In short, our credentials prove that we can do what we say we will do — whether it be for the federal government or for a region like yours.



# MONTGOMERY COUNTY MARYLAND



## CONTACT INFORMATION



## PROJECT COST

**\$16,000,000**

## ANNUAL PROJECT SAVINGS

**Microgrid-as-a-Service (MaaS)**

## SCOPE OF WORK

Microgrid #1 – Public Safety Headquarters  
Microgrid #2 – Detention Center

Currently, there are 2 other project sites in consideration for development

## ROLE OF RESPONDER & METHOD OF M&V

Engineering, Procurement, Construction, Maintenance Services, Investor Relations

## PROJECT TERM & DATES

**25 Years, including O&M**

## PROJECT DESCRIPTION

The project scope included the delivery of two advanced microgrids that increase resiliency and sustainability at Public Safety Headquarters (PSHQ) and Montgomery County Correctional Facilities (MCCF). At the Public Safety Headquarters (PSHQ), importance was placed on incorporating solar and high-efficiency combined heat and power to enable grid paralleled and off-grid operation. At the Montgomery County Correctional Facilities (MCCF), existing generators and combined heat and power were utilized to support resiliency at these facilities. The project was delivered via an innovative, public-private Microgrid-as-a-Service model eliminating client up-front costs.

Schneider Electric's role is to bring comprehensive design and implementation of the solution using Schneider Electric and third-party equipment and software. Schneider Electric project content includes engineering services, protection control and optimization, electrical equipment, distributed energy resource management and optimization software and controls, electrical design services, cybersecurity, and network design.

Additional scope added during construction:  
\$2,034,000.00 Cooling Tower #1  
\$310,000.00 Cooling Tower #2

# BRUNSWICK COUNTY SCHOOLS

BOLIVIA, NORTH CAROLINA



## CONTACT INFORMATION

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## PROJECT COST

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**\$16,957,562**

## ANNUAL PROJECT SAVINGS

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**\$942,087**

## SCOPE OF WORK

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T8 to LED Conversion  
Exterior & Gym Lighting Retrofit  
Building Envelope Weatherization  
HVAC Replacement  
Energy Management System  
Water Conservation Measures  
Plug-Load Controls  
Solar Picnic Tables

## ROLE OF RESPONDER & METHOD OF M&V

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Energy Services Company

## PROJECT TERM & DATES

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**18 Year Term**

### **Project Beginning and End Dates**

2017-2036

### **Construction Dates**

August 2017 – Ongoing

## PROJECT DESCRIPTION

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Brunswick County Schools maintains over 2 million square feet of facilities for their students. Twelve sites still heated their buildings with fuel oil, an expensive and messy energy source. Schneider Electric converted all of these schools to either natural gas or propane, in order to eliminate their use of fuel oil. Converting to natural gas or propane also gave Brunswick County Schools the opportunity to get various new heating system upgrades and refurbishments.

Brunswick County Schools converted their interior and exterior lighting to LED throughout the district. Much of their energy savings came from a comprehensive lighting upgrade. To expand upon lighting savings, four schools received occupancy sensors in areas where data loggers justified the investment financially.

Brunswick County Schools had been dealing with deferred maintenance on hundreds of units across the district for years. Schneider Electric is replacing 26 gas-fired packaged rooftop units across five different schools, to take these units off the district's deferred maintenance list.

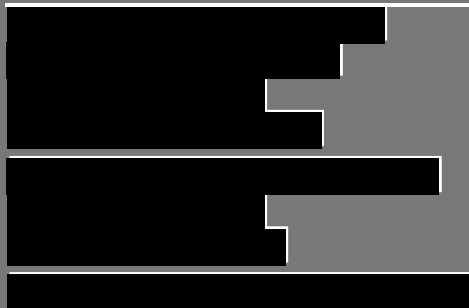
Finally, district administration wanted a way that students could engage with this project. Schneider Electric identified the opportunity to provide solar picnic tables to all three high schools, allowing students to harness solar technology to charge their devices.



# CITY OF JERSEY CITY

JERSEY CITY, NJ

## CONTACT INFORMATION



## PROJECT COST

**\$15,006,563**

## ANNUAL PROJECT SAVINGS

**\$448,465**

## SCOPE OF WORK

- Microgrid
- Solar PV installation
- Roofing replacements
- HVAC system replacement and decarbonization
- Combined Heat & Power (CHP) system
- Boiler replacements
- Electrical transformer upgrades
- LED lighting upgrades (interior/exterior)
- Field / stadium lighting
- Building Automation System (BAS) installation
- Building envelope improvements
- Water conservation

## PROJECT TERM & DATES

**20 Year Term**

### Project Beginning and End Dates

2023-2043

### Construction Dates

2021-2023

## PROJECT DESCRIPTION

Jersey City embarked on an ESIP RFP to reduce costs and make City operations more sustainable. This project makes significant progress towards the City's 2015 commitments of 50% renewable energy by 2025 and 80% reduction in GHG emissions by 2050 (Resolution 15-485). This project was developed in parallel with the City's Climate & Energy Action Plan, demonstrating that City leadership is not only committed to setting targets, but to following through and making real progress on climate.

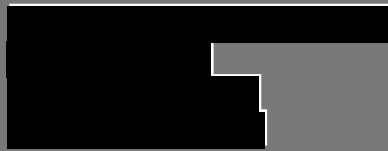
Twenty-four (24) city-owned facilities will a variety of upgrades including LED lighting, HVAC/building automation, building envelope improvements, and solar/roofing upgrades. The project also replaces an unreliable HVAC system and roof at Bethune Community Center (the City's largest) to make the facility more reliable for the diverse communities it serves.

With a desire for more energy resiliency, Jersey City & Schneider will create the first municipal microgrid to power an EV fleet at the Municipal Services Complex. By combining existing solar PV and a backup generator with new battery storage, microgrid controls, EV chargers, and electrical infrastructure, Jersey City will ensure that its main operations center and electric vehicles will be powered during an outage. It also provides a model for other municipalities to improve energy resiliency in a sustainable, cost-effective way.

# VIRGINIA COMMONWEALTH UNIVERSITY

RICHMOND, VA

## CONTACT INFORMATION



## PROJECT COST

Ph. 1 – \$2,357,695

Ph. 2 – \$749,454

Ph. 3 – \$464,023

Ph. 4 – \$17,962,632

## ANNUAL PROJECT SAVINGS

\$1,850,621 (All Phases)

## SCOPE OF WORK

- LED lighting retrofits
- BAS upgrades and optimization
- HVAC upgrades - chillers, boilers and cooling towers
- Building envelope measures
- Water conservation measures
- Laboratory control upgrades
- Steam trap replacements
- Condensate recovery systems
- Energy recovery systems
- Heat recovery systems

## ROLE OF RESPONDER & METHOD OF M&V

Energy Services Company  
M&V Option C

## PROJECT TERM & DATES

15 Year Term

### Project Beginning and End Dates

2005 – 2019

### Construction Dates

2005 – 2019 (Cumulative Phases)



## PROJECT DESCRIPTION

Schneider Electric has completed four (4) energy efficiency projects for Virginia Commonwealth University in 22 campus buildings on both the Monroe Park campus and at the VCU Medical Center Campus. A brief description of each phase follows;

### Project 1 – 15 Buildings

- Lighting retrofits
- Water conservation upgrades
- Building envelope improvements

### Project 2 – 2 Buildings

- Heat recovery
- Ventilation control upgrades
- Cooling tower sub-metering

### Project 3 – Siegel Center

- LED lighting upgrades for arena

### Project 4 – 12 Buildings

- Comprehensive LED lighting retrofits
- BAS upgrades and optimization
- HVAC upgrades
  - Chillers, Boilers, Cooling towers, Condensate recovery, Energy recovery, Heat recovery, Sophisticated laboratory, control upgrades, Steam trap replacements

Energy Savings: 90.9% - IPMVP Option A (24.1%), C (43.2%), Non-measured (32.7%)

O&M/Water/Stipulated Non-Energy Savings: 9.1%

# WEST WINDSOR- PLAINSBORO RSD

WEST WINDSOR, NJ

## CONTACT INFORMATION

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## PROJECT COST

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**\$29,648,392**

## ANNUAL PROJECT SAVINGS

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**Solar PPA - \$311,373**

**Energy Savings - \$891,251**

## SCOPE OF WORK

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- HVAC Replacement
- Combined Heat and Power
- LED Lighting
- Solar PPA
- Water Fixtures
- Boiler Replacement
- Chiller Replacement

## ROLE OF RESPONDER & METHOD OF M&V

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**Energy Services Company**

**No Guarantee**

## PROJECT TERM & DATES

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**Project Beginning and End Dates**

2020-2042

**Construction Dates**

2019-2020



## PROJECT DESCRIPTION

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Schneider Electric was asked to develop energy and capital scope in a parallel with a referendum program. Schneider Electric worked with West Windsor-Plainsboro to identify facility conditions, then develop detailed scope to help ensure facility conditions matched new construction being built through the referendum.

Schneider Electric developed and aided the district in running an RFP for Solar PPA, to help ensure projected savings would be realized throughout the project financial term. Schneider Electric aided the district in achieving utility interconnection agreements to ensure the most competitive RFP bids possible.

Schneider Electric also conducted a detailed equipment assessment to aid in the referendum and ESPC development. This assessment was carried out by commissioning agents to ensure equipment left in place had sufficient life expectancy to last the term of the financial agreement.

## Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

You can achieve so much more than you thought possible with Schneider Electric on your team. Our value-added services go beyond the scope of traditional performance contracting to deliver bold strategies that enable your vision, mission, and goals. We combine innovation, value, and unparalleled expertise to create tailored, scalable solutions that raise the bar on energy performance and stakeholder engagement. Region 4 ESC can benefit from a range of services that will inspire your community and expand your energy savings potential.

### Marketing and Public Relations: Get Your Message Out

Generate excitement and foster trust in your strategic direction with a marketing and communications plan that is tailored to your goals and audience. Schneider Electric's public relations and marketing experts can help you do more with less by becoming an extension of your team. We take the complex task of generating positive publicity and community engagement off your shoulders by putting our resources to work for you: Our marketing team will work with you to identify and reach key audiences in both the digital and physical worlds. We will then devise a multi-faceted plan to engage your stakeholders, generate excitement for your efforts, and promote your success.

- 1 **Engage:** We identify groups or stakeholders who may want to get involved to make the most of your energy initiatives.
- 2 **Promote:** We work with you to develop high-impact messages for local, statewide, and even national audiences.
- 3 **Influence:** We determine the best distribution channels to share your story to reach the biggest network.

### COMMUNITY AWARENESS

Your marketing plan will be customized for your organization and could include:

- Public relations outreach to local and national media
- Community and media events to celebrate key project milestones
- Special events like Earth Day, Arbor Day, and community fairs
- Grant or rebate check presentations
- Social media campaigns and communication templates

## BRANDING AND POSITIONING

Branding ensures your message is consistent and your position is clear. Schneider Electric will help you create dynamic messaging and visuals to instill confidence in your stakeholders and get your message across.

- Custom signage to inform and educate your community about your project's benefits
- A clear and concise visual identity to boost visibility and provide a consistent image for awareness
- Targeted branding to influence critical stakeholders in advance of bond votes, board meetings, Environmental Protection Agency reviews, and more

## NATIONAL RECOGNITION

You are a leader in energy conservation and environmental responsibility. Schneider Electric can help you showcase the breadth of your commitment to energy conservation and fiscal stewardship through:

- Promotional videos that celebrate your position and success with sustainability initiatives
- Fresh website content or a new website to showcase improvements
- Case studies and white papers that bring your initiative to the national stage

To see videos, case studies, and white papers from our previous customers, visit [hub.resourceadvisor.com/performance-contracting](https://hub.resourceadvisor.com/performance-contracting). Your marketing and communications plan will be tailored for you. Tell us what you need, and we will craft a plan that is aimed at your audience and your success.

## A PARTNER OF SUSTAINABILITY FOR YOUR COMMUNITY



**Monument, CO** – Schneider Electric has helped clients across country, like Lewis-Palmer SD 38 in Colorado, put on community outreach events to promote engagement and sustainability.

## Client Services: Helping You Achieve Your Sustainability Targets

Climate action is becoming increasingly important to attracting and retaining young talent, securing funding through grants and rebates, and meeting regulatory requirements.

Our Client Services Team does so much more than performance assurance. While our team ensures your installed project delivers on its savings guarantee, we can also help you achieve your big picture sustainability and decarbonization targets too.

Whether you have established goals and are just not sure how to implement them, or you want to start but have budget limitations, we're here to help.



Our Client Services team can help you establish and achieve your **sustainability** and **decarbonization** targets.

## RESOURCE ADVISOR: ENERGY MONITORING CAPABILITIES AT YOUR FINGERTIPS

Unlock the power of your facility data with Resource Advisor, a cloud-based, enterprise-level platform that allows your team to see, measure, and manage energy and sustainability initiatives. Unlike other utility management tools, Resource Advisor is a fully managed solution: our Client Services team **captures, validates, and analyzes your data so you can act on it**. Plus, you also receive a dedicated client manager to help you optimize your use of the software's many capabilities.



Region 4 ESC can easily view your energy use, generate data-rich reports, and review the status of energy savings or areas for improvement. Through Resource Advisor, you have ready access to your savings information so you know where you stand in terms of your performance.



### Dashboards and Reporting

Your online, multi-user information can be accessed anytime, anywhere. View information using quick standard views or build your own reporting through our business analytics and custom reporting module. Users can customize their own dashboards with relevant data for their specific role. Whether you're reporting to the board of directors or your facilities team, you have the accurate information you need to give compelling, fact-based reports.



### Utility Data Management

Resource Advisor is a fully managed system with dedicated client managers to support your needs. Our team collects and processes each utility invoice, validates them for accuracy, and posts them to Resource Advisor. The information is always available for you, including a detailed view of the factors that are driving your costs.



### Goals and Project Planning

Create, share, and visualize goals within your buildings. You can create forecasts for goal performance and scenarios to evaluate "what if" options to help set priorities and achieve sustainable success.



### Resource Advisor Kiosks

Public dashboards or kiosks can be displayed in open areas to bring stakeholders into the energy and sustainability conversation. You can also use kiosks to enhance public relations by showcasing your progress and commitment to energy savings.

## BUILDING ANALYTICS THROUGH BUILDING ADVISOR

Incorporating the Building Advisor analytics platform into your existing Building Automation System (BAS) gives your maintenance staff an additional set of eyes to prioritize the needs of your facilities. The EcoStruxure Building Advisor platform can be installed on top of your current BAS or any open protocol system. Through detailed diagnostics, the system will constantly monitor and automatically identify potential issues within your infrastructure and buildings. The Building Advisor diagnostic report is easy to digest and can be sorted based on cost, energy

consumption, comfort, and maintenance related issues giving your maintenance staff a prioritized list of items to tackle first.

By identifying faults and proactively addressing building inefficiencies, Region 4 ESC can enjoy lower operating costs, improved occupant comfort, and increased value of your assets throughout the building lifecycle.

## ENERGY STAR® SUPPORT

As you take steps to improve energy efficiency and performance, make sure to get credit for your efforts. Schneider Electric can provide expert assistance with ENERGY STAR certification. Our knowledge about your energy program enables us to streamline the data collection and application submission process. You benefit by obtaining third-party verification of your sustainability successes, all with minimal diversion of resources from your team.



As one of the most widely recognized environmental brands in the country, ENERGY STAR certification instantly conveys that you are a top performer in energy management. Whether you want to benchmark properties across your portfolio, meet local or state guidelines, or pursue recognition for your efficiency efforts, Schneider Electric can support you through one-on-one coaching or by fully managing the certification and application process. Furthermore, Schneider Electric's Resource Advisor links with ENERGY STAR's reporting platform, making it easy to keep your ENERGY STAR scores up to date.

## EMAAS (ENERGY MANAGER AS A SERVICE)

Updating and maintaining energy efficient buildings is more challenging than ever for facility managers due to shrinking budgets, staff shortages, and the additional knowledge needed with new, complex systems. Schneider Electric can help. Energy Manager as a Service (EMaaS) is a customizable solution to help you achieve your facility related goals with the most economically responsible plan. Your Energy Manager is an advocate that can become an extension of your facilities team.

By having a more accurate understanding of where and when your energy is consumed, your Energy Manager can provide options and solutions that help you strategically make decisions related to both. Region 4 ESC would no longer need to hire additional staff to aggregate energy data for facility insights and recommendations. Unlike competitors who try and push the latest fads, the foundation of the Schneider Electric EMaaS solution starts by looking at the easiest solutions to implement before jumping to costlier solutions. Region 4 ESC could save thousands of dollars in maintenance

## LEANING ON EMaaS WHEN YOU NEED IT MOST



### Santa Monica-Malibu Unified School District, CA

Like many others, the SMMUSD was reeling from many changes due to the COVID-19 pandemic. Our EMaaS solution helped them create new Energy Conservation Guidelines, established a utility bill tracking solution, improved building shutdowns to maximize energy savings during this period of unusual building usage, and delivered HVAC training to the District Sustainability Coordinator. Our solutions were developed to generate immediate financial impact while supporting Santa Monica with the services that mattered most to them.

costs by having your Schneider Electric Energy Manager proactively diagnosing HVAC, BAS, or other systems issues---before they happen.

## CAPITAL ASSET PLANNING

With Schneider Electric's Capital Asset Planning (CAP) assistance, you can align your energy and resource plans to create a long-term, comprehensive master plan that makes sense for your buildings and your budget. This solution is perfect for forward-thinking organizations that are looking to address issues before they become expensive problems. It includes extensive data collection and detailed analysis to provide you with a comprehensive current view and future projection of your facilities and systems.



### Keeping Your Data Accurate Now and into the Future

Maintaining the accuracy of your Capital Asset portfolio couldn't be easier. During the detailed audit phase of Capital Asset Planning, our Schneider Electric team can place QR codes on collected assets to streamline the future flow of ongoing maintenance data or asset replacement. Information submitted through our QR codes is verified for quality and integrity by our team of experts to ensure the reliability of asset data when making critical budget decisions. This constant flow of information enables your Capital Asset portfolio to grow and evolve as your buildings do and can be a critical variable for improving preventative maintenance strategies.

## Innovative Opportunities for Sustainability

Schneider Electric is at the forefront of research and development in renewable energy, energy storage, resiliency, and emerging financial models, such as Energy as a Service (EaaS). Region 4 ESC can achieve your goals for performance improvement by partnering with Schneider Electric's energy professionals. We can guide you in exploring and implementing innovative solutions that make the most sense for your organization.

## ELECTRIC VEHICLE INFRASTRUCTURE

As electric vehicle (EV) ownership expands, the need for widely distributed, publicly accessible charging stations will grow. Region 4 ESC can attract and retain a cutting-edge workforce and demonstrate your leadership in adopting advanced technologies by installing EV infrastructure.

EV charging can easily be combined with solar PV and battery storage to provide sustainable and efficient vehicle charging, and it is often supported by grant funding. Schneider Electric, with our wealth of understanding of electrical infrastructure, generation assets (renewable and non-renewable), and funding procurement can help you create an advanced EV charging infrastructure for your bus and/or vehicle fleet.



## MICROGRID

If your power grid goes down due to a weather emergency or an unexpected calamity, will you have the energy security and resiliency you need?

A microgrid is a network of interconnected loads, distributed electrical power-generating resources, and intelligent controls that can operate in parallel



### ENERGY RESILIENCY AND SECURITY

A microgrid makes your community more resilient when an event disrupts your connection to the utility grid. Onsite energy generation and storage keep critical loads such as lights, heating, communications, alarms, and other essential systems.

with your conventional utility grid, or as an isolated system apart from the utility grid to power your critical needs. This makes your community more resilient when a natural or man-made disaster disrupts your connection to the utility grid. **Onsite energy generation and storage keep critical loads on, including lights, heating, communications, alarms, and other essential systems.**

Schneider Electric is a recognized leader in microgrid solutions. Region 4 ESC can count on our team’s demonstrated experience to help you build energy security and maintain the services you need. Guidehouse Insights, an independent reviewer, has rated Schneider Electric as a top microgrid supplier by recognizing our focus on the controls platform, which is the heart of the microgrid. Controls are vital to the success of microgrid projects whether they are focused on resilience, renewable energy integration, or economic optimization.

A microgrid ensures consistent power and reliable energy you can count on for:

- 1 **Hospitals and caregivers:** Keep life-saving resources up and running during emergencies that might affect your patients and staff. Avoid power disruptions and unstable power demands.
- 2 **Universities and schools:** Keep your students and staff safe and your buildings’ electricity on to maintain security, campus-wide communication systems, and vital student services during an emergency or power outage.
- 3 **Municipalities:** Keep fire, police, pharmacies, correctional buildings, and emergency services running even if the grid goes down. Maintain security, human services, and communications during times when conventional electricity sources are unstable.

Microgrids offer:

- **Reliability:** In areas where severe weather and other disasters frequently interrupt power from the electric utility, microgrids offer enhanced electricity reliability. They are more resilient during hurricanes, flooding, fires, and other events that take down power poles and lines.
- **Energy security:** For any facility with a high need for secure power, microgrids offer the ability to disconnect from a utility grid in trouble.
- **Reduced utility costs and energy independence:** The operation of distributed energy resources located at your site, such as natural-gas-fired CHP plants, can lower overall utility costs by reducing your reliance on the utility grid during peak demand. And by generating your own energy, you have more control over your utility bills.

- **Optimization:** End users can optimize their systems by leveraging variable utility pricing models to identify the most cost-effective mode of operation at any given time, such as determining when to charge and dispatch stored energy via a battery solution.
- **Renewable energy:** Microgrid control systems allow large amounts of renewable energy, such as solar PV or wind, to be integrated into a power distribution system without adversely affecting the system's stability.

## ENERGY AS A SERVICE (EAAS)

Education are increasingly expected to become specialists in energy strategy, procurement, integration, asset management, and use, all without additional impact to their bottom line. With Schneider Electric as your partner, you don't need to be the expert—you can leave it to us.

Schneider Electric has the expertise and experience to provide comprehensive EaaS solutions that help you maintain systems and expand your resources over the long term. With EaaS, you can incorporate advanced energy management solutions—microgrids, renewables, on site power generation, demand response, automation, and analytics—to offer your organization greater flexibility while lowering cost barriers. These technologies can be centrally managed using Schneider Electric's EcoStruxure platform and are supported by advisory services and a strategic ecosystem of partnerships and alliances.

The benefits of partnering with Schneider Electric for EaaS include:

- Innovative approaches to renewable energy you can implement for energy stability, security, and cost savings
- Support for regulatory issues
- Building and maintenance support for aging equipment and capital improvements
- Stability for energy rates and budget flexibility
- Freedom to focus your resources on your day-to-day operations
- Assistance with obtaining and arranging a competitive financing package



SCHNEIDER ELECTRIC IS THE #1  
BUILDER OF MICROGRIDS IN THE  
WORLD

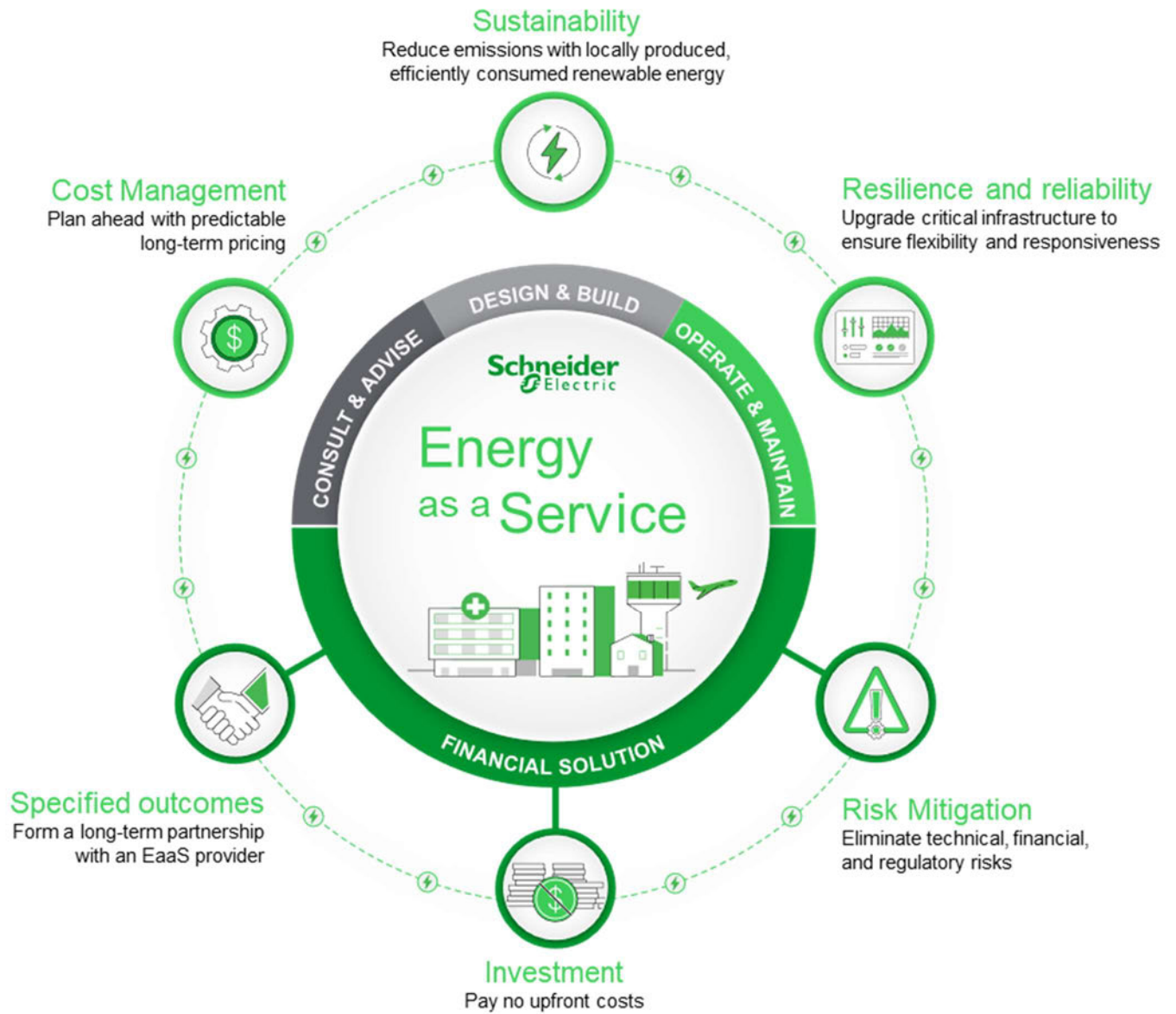
With 300+ successful microgrid projects in the US including for the Department of Defense, Port of Long Beach and Montgomery County, MD, we've helped our clients cut **energy use by up to 30%** and stay up and running during critical times.

Schneider Electric provides EaaS solutions in the following areas:

- **Portfolio advisory services:** Resource Advisor software and energy procurement expertise to provide enterprise-wide energy use benchmarking, utility bill management, and energy procurement solutions, as well as comprehensive advising services.
- **Load optimization and management:** Demand response management, load management, optimization technology, and innovative microgrid solutions.
- **Onsite energy supply:** Turnkey solar PV and other distributed energy resource (DER) solutions, as well as assistance with arranging PPAs or other financing.
- **Offsite energy supply:** Services in competitive energy supply markets, including corporate, utility scale, and offsite renewable generation. Our NEO Network™ platform enables cleantech and renewables market development by creating a community of corporate renewable energy buyers and solutions providers.
- **Energy efficiency and building optimization:** Energy efficiency consulting, building management controls and analytics, lighting solutions, automation services, and ongoing commissioning.
- **Operations and maintenance services:** Training and remote support for building automation systems, as well as assistance with arranging third-party O&M contracts.



Schneider Electric’s EaaS solution helps you reach your short-term goals for energy management and provides a long-term relationship that supports your future energy and operational needs. You can learn more about our EaaS offerings at <https://www.schneider-electric.com/en/work/services/energy-as-a-service/>.



## Acknowledgements

3. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Schneider Electric acknowledges competitive range verbiage.

4. **Past Performance:** An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

Schneider Electric acknowledges the significance of Past Performance.

5. **Additional Investigations:** Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Schneider Electric acknowledges additional investigation inquiry.

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

February 28, 2023  
Date

  
Authorized Signature & Title

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

Schneider Electric

**Contact**



**Signature**

Buildings Americas, Inc

Chris Dellinger

**Printed Name**

**Address**

1650 W. Crosby Road

Account Executive-Performance Contracts

**Position with Company**

Carrollton, TX 75006

**Official  
Authorizing  
Proposal**



**Signature**

\_\_\_\_\_

Tammy Tolle

**Printed Name**

**Phone**

\_\_\_\_\_

Vice President of Sales

**Position with Company**

**Fax**

\_\_\_\_\_

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

*Schneider Electric is a publicly traded company.*



**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Tammy Tolle, as an authorized representative  
of

Schneider Electric Buildings Americas, Inc a contractor  
engaged by

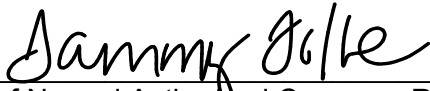
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



\_\_\_\_\_  
Signature of Named Authorized Company Representative

February 28, 2023

Date

### **FELONY CONVICTION NOTIFICATION**

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This Notice is Not Required of a Publicly-Held Corporation

### **CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:

- a. Controlled substances; or
  - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Tammy Tolle, as an authorized representative of

Schneider Electric Buildings Americas, Inc. the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s) : \_\_\_\_\_

Date: \_\_\_\_\_

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: Tammy Tolle  Date: February 28, 2023

# ENERGY SERVICES CONTRACT

This is an Energy Services Contract (this "Contract") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and [Customer Legal Name Here] ("Customer"), dated \_\_\_\_\_, 20\_\_ (the "Effective Date ") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the Contract Documents including the Schedules and Exhibit(s) listed below and incorporated fully herein, subject to the terms and conditions set forth herein:

**Schedule A: Scope of Work**

**Schedule B: Performance Assurance Support Services Agreement**

**Schedule B: Exhibit A – Performance Assurance Support Services**

**Schedule C: Performance Guarantee**

**Schedule D: Measurement & Verification ("M&V") Plan**

**Schedule E: Customer Responsibilities for Performance Guarantee**

## RECITALS

WHEREAS, Customer owns and operates the Project Site(s), and is in need of energy, water and operating cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, Customer is authorized under the laws of the State of \_\_\_\_\_ (hereinafter the "State") to enter into this Contract for the purposes set forth herein.

WHEREAS, ESCO is knowledgeable about certain procedures for controlling energy and water consumption and reducing operating costs through services provided and equipment installed and maintained at project sites similar in scope and scale of Customer; and

WHEREAS, under a separate agreement with the Customer, the ESCO has performed an Investment Grade Audit (defined below) and has prepared an Investment Grade Audit Report and the Parties hereby acknowledge that the Investment Grade Audit Report has been reviewed and accepted by the Customer; and

WHEREAS, Customer desires to retain ESCO to purchase, install and service certain energy, water and operating cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy, water and operating cost reductions within Project Site(s), as more fully described herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and ESCO hereto covenant and agree that the following Schedules, Exhibits and Appendices are attached hereto (or will be, as provided in this Contract) and are made a part of this Contract by reference.

**Customer Legal Name Here  
[Include State]**

**Schneider Electric Buildings  
Americas, Inc.**

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____

## DEFINITIONS

1. "Actual Savings" is defined as the sum of the total savings realized using the procedures for measured of savings as set forth in Schedule D plus all adjustments and non-measured savings.
2. "Annual Savings Guarantee" is the amount of the Actual Savings that is guaranteed by ESCO for a twelve (12) month period beginning on the Savings Guarantee Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Change Order" is defined as a written change to any term of this Contract, including but not limited to changes to the Scope of Work, Contract Price, Contract Time, and Performance Guarantee, that is executed by both parties.
4. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules and Exhibits identified above, and any mutually agreed upon written modification issued after execution of this Contract as provided in a Change Order. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
5. "Date of Commencement" is the later of the Effective Date or the date funding occurs.
6. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
7. "Excess Savings" is the amount of Actual Savings in excess of the Performance Guarantee to date including any savings achieved during construction.
8. "Guarantee Year" is the twelve (12) month period beginning on the Savings Guarantee Commencement Date and each subsequent twelve (12) month anniversary thereafter.
9. "Investment Grade Audit or "IGA" shall mean the services provided under separate agreement wherein the ESCO set forth, among other things, (a) an assessment of the energy characteristics of the Project Site(s), (b) an analysis of energy, water, and wastewater related to the Project Site(s), and (c) recommendations to achieve cost and/or energy, water, and wastewater savings.

10. "IGA Fee" All costs incurred during the IGA phase.
11. "Performance Guarantee" is the sum of the Annual Savings Guarantee for each year of the guarantee term as set forth in Schedule C unless terminated earlier in accordance with the Contract Documents.
12. "Performance Period" is defined as the period beginning on the Savings Guarantee Commencement Date and extending through the time period as defined in the Performance Guarantee.
13. "Project" shall mean the equipment, services and improvements to the Project Site(s) to be constructed by ESCO in accordance with and subject to the terms and conditions of this Contract as more specifically set forth in Schedule A (Scope of Work). For the avoidance of doubt, notwithstanding the original scope of the Project as contemplated in the IGA, the Scope of Work attached as Schedule A shall represent the entirety of the intended and agreed upon scope for the Project.
14. "Project Site(s): The facilities of the Customer, identified in the Scope of Work, in need of energy, demand, water and operating equipment and services designed to reduce consumption and associated costs.
15. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the final Substantial Completion Letter.
16. "Substantial Completion" refers to and shall mean the point at which Work is sufficiently implemented in accordance with the Contract Documents so as to be operational and fit for use by Customer and fully complete except for minor items, adjustments and/or corrections.
17. "Substantial Completion Letter" shall have the meaning set forth in Section 9.3 hereof.
18. "Warranty Period" is for one (1) year from the date set forth in the applicable Substantial Completion Letter, unless a different period is stated in the Scope of Work.
19. "Work" means the services required to be performed by ESCO pursuant to Schedule A (Scope of Work), whether completed or partially completed, and all labor, materials, equipment and services required to be provided in order for ESCO to perform such services in accordance with the Contract Documents. Work may refer to the whole or parts of the Scope of Work.

# TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

## ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within XXX days from Date of Commencement (the “Contract Time”), subject to adjustments of this Contract Time as provided in the Contract Documents.

## ARTICLE 2 – CONTRACT PRICE AND PAYMENTS

2.1 The total of all implementation contract payments shall be \$PROJECT COST (the “Contract Price”). ESCO shall invoice Customer for construction progress payments which shall be paid to ESCO monthly based on the percentage completion of items delineated on a “Schedule of Values” completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the Project Mobilization Payment. Payment of invoice is due thirty (30) days after the invoice application date. If receipt of any payment exceeds the thirty (30) days after the invoice application date, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract due to non-payment upon seven (7) days prior written notice.

2.2 Within ten (10) days of the Date of Commencement, Customer shall make payment to ESCO for the IGA Fee as defined above, plus a payment of 10% of the total Contract Price (“Project Mobilization Fee”) for expenses relating to procurement of equipment, materials, and/or bonds, and any other project start-up and mobilization expenses. The total payment of the IGA Fee and Project Mobilization Fee shall not exceed 25% of the total Contract Price.

2.3 For the initial one (1) year beginning at the Savings Guarantee Commencement Date, Customer shall receive the services as described in the Performance Assurance Support Services Agreement at no additional cost. Thereafter, the Performance Assurance Support Services Agreement shall automatically renew for a period of one (1) year, whereby Customer can maintain the current service, upgrade the level of service, or terminate, as provided for in Schedule B.

## ARTICLE 3 – CUSTOMER

3.1 Except for permits, licenses, inspections and associated fees that are explicitly the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, inspections, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities, including, but not limited to inspections for concrete and/or earthen compaction, where applicable.

3.2 If ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents within the Warranty Period or repeatedly fails to carry out the Work in accordance with the Contract Documents (“Defective Work”), Customer shall provide written notice to ESCO detailing any alleged deficiencies. If the noticed deficiencies are not resolved or if ESCO does not diligently commence to address such deficiencies within thirty (30) days of receipt of the written notice, Customer may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer acknowledges that any equipment or system not specifically included in the Scope of Work is assumed to be in normal working order. Customer agrees to repair or replace as necessary any defective

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existing equipment that is intended to be reused.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage relating to Project Site(s).

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents, including but not limited to those duties and responsibilities set forth in Schedule E.

3.7 Customer shall provide facility access adequate to the requirements of ESCO and their subcontractors in accordance with the project schedule. Keys, access cards, and/or escorts will be provided for all facilities involved in the scope of Work in a quantity sufficient to facilitate execution of scopes at multiple locations with multiple trades. Customer is subject to Change Orders for delays resulting from limited or restricted access for scheduled or previously coordinated work. Keys and/or access cards will be issued to ESCO project personnel and subcontractor site foreman or lead personnel as necessary.

## **ARTICLE 4 – ESCO**

4.1 ESCO shall supervise and direct the Work, using ESCO'S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer that for the applicable Warranty Period the materials and equipment manufactured by ESCO will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER UNLESS REQUIRED BY APPLICABLE STATE LAW. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, the Contract Price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services provided by ESCO. ESCO is required to impose taxes on orders and shall invoice Customer for such taxes and/or fees according to state and local statute, unless Customer timely furnishes



ESCO with a properly completed exemption certificate acceptable to the authorities imposing the tax or fees.

4.5 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees required for the manufacture, sale and/or use of the designs, processes, devices, materials, and other products provided by ESCO pursuant to the Contract Documents ("Products"). ESCO shall defend Customer from suits or claims for infringement of patent rights caused by the manufacture, sale and/or use of any such Products, and shall hold Customer harmless from loss on account thereof. In the event any Product is found to infringe a third party's intellectual property rights, ESCO shall, at its expense and at its sole option, either; (i) procure the right for Customer to continue using such Product, (ii) modify such Product to render it non-infringing (provided such modification does not materially degrade the performance, functioning or operation of the Product), (iii) replace such Product with functionally equivalent, compatible, non-infringing Product, or (iv) refund or credit the amount paid for the infringing Product. Notwithstanding the foregoing, ESCO's obligations hereunder shall not apply to the extent (1) the alleged infringement is based upon or caused by ESCO's products being modified or combined with any other design, process, device, material, or product without ESCO's prior written approval, or (2) ESCO provided the allegedly infringing Product subject to specific requirements of the Customer, unless ESCO knew of the alleged infringement and failed to inform Customer.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify, defend and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the Contract Price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, or claims of tangible property damage to the extent caused by ESCO's negligence or as may be required by law. The foregoing limitations and exclusions of liability shall only apply to the extent permitted by the Constitution and laws of the State.

## **ARTICLE 5 – DISPUTE RESOLUTION**

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract or the Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitration proceeding location shall be in the county in which the Project is located.

## **ARTICLE 6 – SUBCONTRACTS**

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements ESCO, if requested in writing by Customer, shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer.

## **ARTICLE 7 – CHANGES IN THE WORK**

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Price, Contract Time and/or Performance Guarantee shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.3 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason, through no fault of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Price shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

## **ARTICLE 8 – TIME**

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, unusually severe shortages in the available supply of and/or unusually severe increases in the cost of materials or equipment needed for performance of the Work, delays of common carriers, or any other causes which are beyond the reasonable control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

8.3 Customer acknowledges that the prevailing COVID epidemic/pandemic and the evolving situation surrounding the same may trigger stoppages, hindrances and/or delays in ESCO's (or its subcontractors' or suppliers') ability or capacity to perform the contracted Work and/or to produce, deliver, install or service

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any applicable products, irrespective of whether such stoppages, hindrances and/or delays are due to measures imposed by authorities or deliberately implemented by ESCO (or its subcontractors or suppliers) as preventive or curative measures to avoid harmful contamination or exposure of ESCO's (or its subcontractors' or suppliers') employees. Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay and shall not expose ESCO to contractual sanctions (including without limitation delay penalties, liquidated damages or other damages) or termination for default.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied per Article 3.2, (2) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, or (3) repeated failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon Substantial Completion of the Work or any portion of the Work, ESCO will issue Customer a Substantial Completion Letter for the applicable Work.

9.4 Final payment shall not become due until ESCO has delivered to Customer a conditional release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed. Upon receipt of final payment, ESCO shall deliver an unconditional and final waiver and release of all liens.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

## **ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The Work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Price for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

## **ARTICLE 11 – INSURANCE AND BONDS**

11.1 **Required Insurance.** ESCO shall, at its sole cost and expense, maintain in effect the following policies of insurance for the applicable period(s) set forth in Article 11.2:

11.1.1 *Commercial General Liability Insurance.* A policy of commercial general liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000) per occurrence ("*General Liability Policy*").

11.1.2 *Automobile Liability Insurance.* A policy of automobile liability insurance, written on an "occurrence" basis, with a combined single limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage ("*Auto Liability Policy*"). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.

11.1.3 *Workers' Compensation and Employer's Liability Insurance.* Workers' compensation insurance as required by California law, and employer's liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000).

11.1.4 *Professional Liability Insurance.* Professional liability insurance, written on a claims-made (and reported) basis, with a limit of not less than two million dollars (\$2,000,000) per claim ("*Professional Liability Policy*").

11.2 **Duration of Insurance.** The insurance required pursuant to this Article 11 shall be procured by ESCO prior to ESCO's commencement of the Project and shall be maintained in effect by ESCO at least until the date that is one year following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project. Notwithstanding the foregoing, ESCO shall maintain the Professional Liability Policy in effect at least until the date that is three years following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project.

11.3 **Insurer Rating Standards.** The insurance policies required pursuant to this Article 6 must be issued by one or more insurers that are (i) licensed to do business in the State of California and (ii) have an A.M. Best Company rating of not less than "A-" and a financial size category of not less than "VII."

11.4 **Additional Insureds.** Customer, members of Customer's Governing Body, and Customer's other officers, employees, and agents (collectively, including the Governing Body, the "*Customer Agents*"), shall

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all be named as additional insureds on ESCO's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be provided on the most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

11.5 **Waiver of Subrogation.** Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Customer.

11.6 **ESCO Insurance is Primary.** The General Liability Policy and the Auto Liability Policy must be endorsed to provide that they are primary and non-contributory.

11.7 **Premiums, Deductibles and Self-Insured Retentions.** ESCO shall be solely responsible for paying any and all deductibles and self-insured retentions applicable to any of the insurance policies that ESCO is required to have in effect pursuant to this Article 6.

11.8 **Evidence of Coverage.** Prior to commencing the Work, ESCO must provide to Customer duly authorized and executed certificates of insurance evidencing that the insurance policies required to be maintained by ESCO pursuant to this Article 6 are in effect (each a "Certificate of Insurance") As applicable, the Certificates of Insurance must identify those who are additional insureds in accordance with this Article 6. Not less than thirty days prior to the expiration of any insurance policy that ESCO is required to maintain pursuant to this Article 6, ESCO must provide an updated Certificate of Insurance to Customer evidencing the renewal of such policy.

11.9 **Notice of Change in Policies.** ESCO shall notify Customer within thirty (30) days of its receipt of written notice from an applicable insurer that a policy required hereunder will expire without renewal or will be canceled, terminated, or materially reduced in coverage.

11.10 **Review of Coverage.** Customer's failure to identify any non-compliance by ESCO with the requirements of this Article 6 shall not be deemed or construed to relieve ESCO from any of its obligations hereunder.

11.11 **Subcontractor Insurance.** ESCO shall require each Subcontractor to maintain such levels and types of insurance coverage as are appropriate for the Work to be performed by such Subcontractor.

11.12 **Bonds.** If required in the Contract Documents, and upon Customer's request and expense, ESCO shall provide payment and performance bonds for 100% of the Contract Price to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

## ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer fails to make payments to ESCO as required in this Contract, through no fault of ESCO, ESCO may, upon ten (10) business days written notice to Customer, suspend or terminate the Contract and recover from Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the

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Project.

12.2 If Customer (1) fails or neglects to maintain Customer responsibilities as set forth in Schedule E, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer ten (10) business days to cure, suspend or terminate the Contract, including, but not limited to the termination of any obligation of ESCO to provide the Performance Guarantee.

12.3 If ESCO breaches a material provision of this Contract, Customer has provided written notice to ESCO detailing the alleged breach, and within ten (10) business days of receipt of the written notice the alleged breach is either not cured or ESCO has not diligently commenced to cure such breach, Customer may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due ESCO.

12.4 Subject to Article 13.2, termination of any of the Contract Documents shall release ESCO of all remaining obligations under all of the Contract Documents as of the effective date of such termination.

12.5 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

## **ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS**

13.1 Severability. If any provision of this Contract is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under the law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

13.2 Survival of Obligations. The obligations of the Parties under this Contract that by their nature would continue beyond expiration, termination or cancellation of this Contract (including, without limitation, the warranties, indemnification obligations, limitation of liability, effect of suspension or termination, confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation. For the avoidance of doubt, ESCO's obligations with regard to the Performance Guarantee shall not continue beyond expiration, termination or cancellation of this Contract.

13.3 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.4 Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance or ESCO's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of ESCO's GreenLine. The GreenLine is ESCO's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

13.5 Import and Export. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as "Deliverables") provided by ESCO under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export licenses have been obtained from the relevant authority and ESCO has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group

and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit ESCO from fulfilling any order, or would in ESCO's judgment otherwise expose ESCO to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, ESCO shall be excused from all affected obligations under such order and/or this Contract.

### 13.6 Cybersecurity.

13.6.1 Customer's Obligations for Its Systems. Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Deliverables provided by ESCO, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on ESCO's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of ESCO's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by ESCO from time to time, and then-current industry standards.

13.6.2 Customer's Use of the Deliverables. ESCO may release Updates and Patches for its Deliverables from time to time. Customer shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with ESCO's installation instructions and using the latest version of the Deliverables, where applicable. An "Update" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Deliverable. Customer understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and ESCO shall not be liable or responsible for any losses or damages that may result.

13.6.3 Identification of Cyber Threats. If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which ESCO has not released a Patch, Customer shall promptly notify ESCO of such vulnerability or other Cyber Threat(s) via the ESCO Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide ESCO with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). ESCO shall have a non-exclusive, perpetual and irrevocable

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right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, ESCO shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to ESCO that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to ESCO described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

13.7 This Contract shall be governed by the laws of the State.

13.8 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.9 ESCO shall prepare and provide and Customer agrees to participate in press release(s) and business case studies limited to the business relationship with ESCO and Customer's use of ESCO's services. Customer agrees to grant ESCO the right to use Customer's trademarks, for the term contained herein, in connection with press releases, case studies or website marketing, advertisement, promotion, sale, and distribution of ESCO's services. Prior written notice of use shall be provided to Customer by ESCO and Customer's written approval is necessary for any press releases or case studies.

13.7 This Contract sets forth the entire understanding between the parties and supersedes all prior and contemporaneous oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.



## **SCHEDULE A SCOPE OF WORK**

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

Scope of Work Description: (Attach additional pages as necessary)

# SCHEDULE B PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT

This Performance Assurance Support Services Agreement (“Agreement”), is by and between Schneider Electric Buildings Americas, Inc. (“ESCO”), and “[Customer Legal Name Here] (“Customer”). To the extent that the terms and conditions in this Agreement conflict with the terms and conditions in the Contract, the terms and conditions of this Agreement shall control. Any capitalized terms used and not defined herein are as defined in the Contract.

Customer Legal Name Here	Schneider Electric Buildings Americas, Inc.
By _____ <div style="text-align: center;">(Signature)</div>	By _____ <div style="text-align: center;">(Signature)</div>
Print Name _____	Print Name _____
Title _____	Title _____
Date _____	Date _____

## A. TERM

This Agreement shall commence at the Savings Guarantee Commencement Date and continue for one (1) year (the “Initial Term”) and shall automatically renew for additional one (1) year periods thereafter. After the Initial Term, Customer may terminate this Agreement at any time prior to thirty (30) days to the end of the then current term.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THIS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED, NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT AS OF THE EFFECTIVE TERMINATION DATE OF THIS AGREEMENT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

## B. SERVICE SCOPE AND PAYMENT

ESCO shall provide the Performance Assurance Support Services (the “Services”) to Customer as set forth in Exhibit A, Section 1 during the Initial Term.

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) continue with the same level of Services as set forth in the previous term, (2) change the Services level by selecting one or more of the options as set forth in Exhibit A, Section 2 if any of this Agreement, or (3) terminate this Agreement and the Performance Guarantee in accordance with the termination provisions contained herein.

The available Services options may be amended from time to time at the sole discretion of ESCO.

1. After the Initial Term, the prices set forth in Exhibit A shall be adjusted upwards annually in accordance with the increase in Consumer Price Index ("CPI").
2. After the Initial Term, payment under this Agreement is due within thirty (30) days of the start of that year's term. ESCO reserves the right to add 1.5% per month to any balance due beyond thirty (30) days of invoice date. Customer acknowledges and understands that all charges are exclusive of any applicable federal, state, or local use, excise, sales taxes or similar fees whether charged to or against ESCO or Customer for the Services. Customer may utilize purchase orders for ease of administration and ordering purposes in implementation of this Agreement (to include: specific products or services, scope of work, quantities, price and delivery terms only), however, no pre-printed, additional, inconsistent or different terms contained or referenced in such purchase order shall have any force or effect, it being the intent of the parties that the terms of this Agreement shall apply.

### **C. ACCESS**

Services provided under this Agreement will be performed during normal working hours (normal working hours shall mean 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding ESCO holidays) unless specifically stated otherwise in this Agreement. However, ESCO may have the need to access Customer facilities during non-normal working hours and on holidays in order to identify and troubleshoot energy savings issues. Therefore, Customer will provide and permit ESCO reasonable access to Customer's facility and equipment to the extent necessary for ESCO'S personnel to perform the Services. Customer shall also provide access to key personnel to discuss facility operating requirements. ESCO will use commercially reasonable efforts to minimize any disturbance with Customer's operations while providing the Services.

### **D. RELATIONSHIP**

Customer and ESCO are independent contracting parties. Nothing in this Agreement shall be construed to make either party or any of its employees, the partner, joint venturer, agent, or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party. As an independent contractor, the mode, manner, method and means employed by ESCO in the performance of the terms and conditions of this Agreement shall be of ESCO'S selection and under the sole control and direction of ESCO. Under the terms of this Agreement, neither Customer nor any company in which it owns a controlling interest shall be required to furnish ESCO or any of its employees with any benefits, including but not limited to severance benefits, unemployment compensation or worker's compensation.

### **E. INSURANCE**

Customer and ESCO shall each maintain insurance coverage, including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry and operations with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

## **F. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF ESCO WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF ANY DELIVERABLE FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE PAID FOR THE SERVICE PERFORMED THAT GIVES RISE TO THE CLAIM ON WHICH SUCH LIABILITY IS BASED. CUSTOMER AGREES TO THE FOREGOING TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE.

## **G. EXCUSABLE DELAY**

Any delay or failure of either party to perform its obligations hereunder (with the exception of payment) shall be excused, and time to perform extended, and shall not be held liable if and to the extent that the delay or failure to perform is caused by an event or occurrence beyond the reasonable control of the party whose performance is interfered with, and without its fault or negligence and which by the exercise of due diligence, said party is unable to prevent.

## **H. SUCCESSORS**

Neither this Agreement nor any rights arising hereunder may be assigned, pledged, transferred or hypothecated by ESCO without the consent of Customer; such consent cannot be unreasonably withheld. No Work performed pursuant to this Agreement may be subcontracted in whole or in part by ESCO without the prior written consent of Customer; such consent cannot be unreasonably withheld.

## **I. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified in any way except by written instrument signed by a duly authorized representative of each party.

## **J. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

## **K. GOVERNING LAW**

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Services are to be performed, without regard to its choice of law provisions. Venue shall be in the federal, state or municipal courts serving the county in which the Services are performed.

# **SCHEDULE B: EXHIBIT A PERFORMANCE ASSURANCE SUPPORT SERVICES**

## **SECTION 1 – SERVICES DURING INITIAL TERM**

ESCO shall provide the Performance Assurance Support Services (the “Services”) defined below to Customer during the Initial Term as defined in Schedule B.

REGIONAL PASS MANAGER TO INSERT PASS SERVICES

## **SECTION 2 – SERVICES AFTER INITIAL TERM**

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) renew the same level of Service as set forth in the Initial Term or previous term, (2) change the Service level by selecting one or more of the options defined below, or (3) terminate this Agreement and the Savings Guarantee in accordance with the termination provisions contained herein. All prices will be calculated at the time of renewal.

REGIONAL PASS MANAGER TO INSERT YEAR 3+ SERVICES PACKAGES, BUNDLES, AND OPTIONS

The available service options may be amended from time to time at the sole discretion of ESCO.



# SCHEDULE D MEASUREMENT & VERIFICATION PLAN

## PROJECTED ANNUAL SAVINGS

The Performance Guarantee as established in Schedule C shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

Facility -OR- Utility Meter	Annual Projected Savings		
	Consumption	Demand	Units

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule C.

## ENERGY, WATER, AND OPERATIONS & MAINTENANCE (O&M) RATE DATA

The cost of energy in any period will be determined by applying the rates as defined below (“Baseline Energy Rates”), or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type.

Utility Company:			
Rate Schedule:			
Component	Charge	Unit	Description
Determination of Billed kW:			

## COMMON ECM ASSUMPTIONS

### WEATHER DATA SOURCE

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station at WEATHER STATION NAME. In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, ESCO may select an alternative data source with Customer’s approval.

### ANNUAL CALENDAR OF EVENTS

Provided below is a table summarizing the annual calendar of events that will be used as a basis in calculations, unless otherwise specified. In the event that there are any changes or deviations to this annual calendar, an appropriate adjustment will be made in accordance with the “Adjustment Schedule” set forth in Schedule E.

Date(s)	Event	Date(s)	Event

**BUILDING OCCUPANCY SCHEDULES**

Provided below is a table summarizing the building occupancy schedules used within the calculations, unless otherwise specified. In the event that there are any changes or deviations to this occupancy schedule, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule E.

Facility	Day Type	Daily Schedule
	Weekday	
	Weekend/Holiday	
	Summer Weekday	

**STANDARDS OF SERVICE AND COMFORT**

Provided below is a table summarizing the temperature setpoints used within the calculations, unless otherwise specified. Customer agrees to operate the conditioned spaces in the facilities within the temperature ranges scheduled in the table below. In the event that there are any changes or deviations to these standards of service and comfort, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule E.

	Heating	Cooling
Occupied	68°F	75°F
Unoccupied	50°F	99°F



## **MEASUREMENT & VERIFICATION DETAILS**

<<<This page is intentionally left blank, and should be replaced by the project specific M&V plan modules. These can be found in the Energy Services Contract\_M&V Modules.doc file. If an M&V solution which is not included in this document is needed, seek assistance from the M&V Lead.>>>

# **SCHEDULE E CUSTOMER RESPONSIBILITIES FOR PERFORMANCE GUARANTEE**

## **GENERAL RESPONSIBILITIES**

Customer acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Customer agrees to undertake the following responsibilities:

Customer agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Customer facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Customer will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Customer will perform daily facilities monitoring and promptly review any alarm summaries.

Customer will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Customer will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Customer will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Customer on a time and materials basis.

## **MAINTENANCE RESPONSIBILITIES**

Customer agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Customer agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Customer will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Customer must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Customer will be responsible to provide to

**Proprietary and Confidential**

ESCO documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Customer refuse to perform the required maintenance as required in this Contract, ESCO and Customer shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to Schedule E, or (2) ESCO may terminate this Performance Guarantee and any and all obligations and liabilities of ESCO associated therewith upon fifteen (15) days written notice.

## **ADJUSTMENT RESPONSIBILITIES**

In addition to the responsibilities of Customer set forth in this Schedule, Customer also agrees to undertake the responsibilities set forth in the Adjustment Schedule as necessary.

## **ADJUSTMENT SCHEDULE**

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Schedule D. A non-routine adjustment is required for any change outside of those explicitly defined in Schedule D that will impact the energy use or the verified savings under this Contract. It is Customer's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Customer's sole expense.

## **CUSTOMER REQUIRED NON-ROUTINE BASELINE ADJUSTMENT RESPONSIBILITIES**

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Customer fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

### **1. Addition of New Building or New Energy User**

- All utility services to the building or energy user which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **2. Addition to Existing Building**

- All utility services to the addition which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **3. Renovation / Modification to Existing Building or Utility Service**

- All utility services for the affected portion of the building must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.

**Proprietary and Confidential**

- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.
- 4. Demolition / Abandonment of Existing Building or Utility Service**
- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
  - Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.
- 5. Re-commissioning of Out of Service Building**
- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
  - Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.
- 6. Change in Occupancy**
- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 5% of the total occupant count in the base year.
- 7. Change in Schedule**
- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.
- 8. Change in Set-points**
- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: An average of 0.5° from the set-points defined in Schedule D.
- 9. Change in Operational Calendar**
- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.
- 10. Change in Plug Load**
- Customer must perform, or cause to be performed, at Customer's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.

### **11. Customer Initiated ECMs**

- Customer must develop and execute an M&V plan at Customer's expense, which has been reviewed and approved by ESCO, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 2% of the projected savings on any affected meter.

### **12. Missing Bills**

- Customer is required to provide ESCO with utility bills for meters defined in Schedule D within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

### **13. Failure to Operate ECMs According to Operational and Design Intent**

- Customer agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

### **14. Failure to Perform Project Specific Customer Responsibilities**

- Customer agrees to perform the project specific Customer responsibilities as defined in Schedule E. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

### **15. Other Causes**

- Any change that impacts the energy use on the meters defined in Schedule D that does not fit into any of the other categories may still require a non-routine baseline adjustment. Customer will notify ESCO before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

## **ASSUMED SAVINGS PROCEDURE ADJUSTMENT**

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
  - If pursuant to the Assumed Savings Procedure, ESCO makes improvements to the Project beyond the original scope as defined in Schedule A., which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

## **ESTIMATED SAVINGS PROCEDURE ADJUSTMENT**

- At ESCO'S sole discretion, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit.



# Investment Grade Audit Agreement

This Investment Grade Audit Agreement (“Agreement”), dated **[INSERT DATE]** (“Effective Date”), is entered into by and between Schneider Electric Buildings Americas, Inc. (“ESCO”) and **[INSERT CUSTOMER NAME]** (“Customer”).

WHEREAS, Customer wishes to engage ESCO to perform an Investment Grade Audit to (i) identify energy conservation measures (“ECMs”) that are available to and appropriate for Customer’s facilities, (ii) determine the guaranteed savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program, and (iii) propose a scope of work and project price for ESCO’s implementation of such ECMs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions:

- Section A -- General Terms and Conditions**
- Section B -- Audit Services**
- Section C – Facilities**

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

**[INSERT CUSTOMER NAME]**

**Schneider Electric Buildings Americas, Inc.**

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

## Section A: General Terms and Conditions

### 1. Entire Agreement

This Agreement constitutes the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be amended or modified except by written instrument signed by a duly authorized representative of each party.

### 2. Services

As described more fully in Section B, ESCO will conduct an Investment Grade Audit of certain Customer Facilities (defined below) in order to (i) identify ECMs that are available to and appropriate for such Facilities, (ii) determine the guaranteed savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program, and (iii) propose a scope of work and project price for ESCO's implementation of such ECMs (the "IGA"). Upon conclusion of the IGA, ESCO will provide Customer with a report describing the scope and results of such IGA (the "IGA Report"). ESCO will endeavor to identify as many ECMs for Customer's Facilities as possible, however the IGA is not intended to serve as a comprehensive inspection of Customer's Facilities. In order to facilitate the IGA and to assist ESCO in identifying and recommending ECMs appropriate for Customer's Facilities, Customer is responsible for providing ESCO with all such access, knowledge and history as may be relevant to ESCO's analysis, including, without limitation, with respect to Customer's Facilities, systems, and equipment, as well as its accounting, maintenance, and operation practices.

### 3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

### 4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facilities are located and the services are being performed with an A.M. Best's rating of at least A- VII.

### 5. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facilities are located, without regard to its choice of law provisions.

### 6. Ownership of Work Products

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to a guaranteed Energy Savings Contract with ESCO. Work Products may not be shared with any third parties without the written permission of ESCO, except to the extent required by law.



## Section B: Audit Services

### **ESCO agrees to provide Customer with the following:**

- A. An IGA of each of the facilities described under Section C (each, a “Facility”; collectively, the “Facilities”);
- B. An IGA Report setting forth:
  - a. a list of the ECMs recommended for each Facility;
  - b. a description, based upon the information made available to ESCO during the IGA, of how the recommended ECMs would interact with the existing equipment in the Facilities;
  - c. a financial analysis calculating the impact the ECMs would have on annual cash flow;
  - d. a utility analysis outlining the impact the ECMS would have on Customer’s utility expenses;
  - e. a proposed scope of work to be performed by ESCO (the “Project”); and
  - f. proposed pricing for ESCO’s performance of the Project, which such pricing will be honored by ESCO for sixty (60) days following delivery of ESCO’s IGA Report to Customer;
- C. An Energy Services Contract to be entered into if Customer elects to move forward with the Project; and
- D. Applicable schedules to the Energy Services Contract, such as a Performance Assurance Support Services (PASS) Agreement and a Savings Guarantee.

### **Customer agrees to provide ESCO with the following:**

- A. A list of any requirements and/or specifications that Customer expects to be included in and/or associated with the scope of work;
- B. Complete access to the Facilities (including remote network access as appropriate) and to information concerning the Facilities, including without limitation such Facility access and information as will enable ESCO to accurately perform an energy efficiency analysis, measure actual energy use, take equipment inventory, determine operating schedules, and identify known operational deficiencies;
- C. Access to key personnel to discuss operating requirements;
- D. Copies or loans of building plans and other such documents for the purpose of facilitating ESCO’s understanding of the Facility characteristics and the current sequences of operation; and
- E. All other insight, knowledge and history as may be relevant to ESCO’s analysis, particularly with respect to the operation, maintenance and energy efficiency of the Facilities, as well as disclosure of all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities or the systems, components and equipment therein.

### **Payment:**

- A. Within sixty (60) days of receiving the IGA Report, Customer shall either (i) execute an Energy Services Contract with ESCO, or (ii) pay ESCO an exit fee in the amount of \$ [ ] (the “IGA Exit Fee”), provided, however, that no IGA Exit Fee shall be owed if ESCO is unable to guarantee annual energy and/or other cost savings that meet or exceed the cost of the proposed Project over a term not to exceed **XX** years.
- B. If Customer does execute an Energy Services Contract with ESCO, the costs and expenses incurred by ESCO in the performance of services under this IGA Agreement and in the development, design and/or engineering of the Project will be included in the “Contract Price” to be paid by Customer under the Energy Services Contract.

## **Section C: Facilities**

[To be inserted or attached.]



151 N Franklin Street, Chicago, IL 60606

January 31, 2022

Re: Schneider Electric Buildings Americas, Inc.  
Surety Prequalification for 2022

To Whom It May Concern:

Western Surety Company, a corporation under the laws of the State of South Dakota, with an office and place of business at 151 N Franklin Street, Chicago, IL 60606 is rated A (Excellent) by A.M. Best with a financial size category of XIV and represents Schneider Electric Buildings Americas, Inc. for their surety bonding needs.

At the present time, Schneider Electric Buildings Americas, Inc. is in a position to consider single projects up to \$50,000,000 within an aggregate limit of \$300,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Schneider Electric Buildings Americas, Inc. At the request of Schneider Electric Buildings Americas, Inc., Western Surety Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Schneider Electric Buildings Americas, Inc. and Western Surety Company, and will be subject to our standard underwriting at the time of the final bond request, which includes but not limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to Schneider Electric Buildings Americas, Inc., third parties or to you if for any reason we do not execute said bonds.

Sincerely,

Kelly O'Malley, Attorney-in-Fact  
Western Surety Company  
Rated A by A.M. Best



For All the Commitments You Make®

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Annette Audinot, Ann Marie Keane, James P Holland, Kristin S Bender, Kelly O'Malley, April D Perez, Jessica Iannotta, Megan Schlueter, Janine A Kappen, Individually**

of Morristown, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of December, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of January, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2020**

ASSETS

Bonds	\$	1,912,532,179
Stocks		25,319,501
Cash, cash equivalents, and short-term investments		40,409,249
Receivables for securities		-
Investment income due and accrued		17,596,947
Premiums and considerations		66,346,899
Amounts recoverable from reinsurers		3,171,900
Current federal and foreign income tax recoverable and interest thereon		2,464,571
Net deferred tax asset		14,052,177
Receivable from parent, subsidiaries, and affiliates		12,599,707
Other assets		-
Total Assets	\$	2,094,493,130

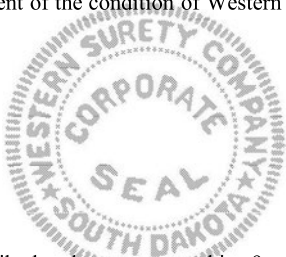
LIABILITIES AND SURPLUS

Losses	\$	215,792,050
Loss adjustment expense		51,323,326
Commissions payable, contingent commissions and other similar charges		10,245,562
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,169,742
Federal and foreign income taxes payable		-
Unearned premiums		256,859,522
Advance premiums		5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)		977,849
Amounts withheld or retained by company for account of other		9,740,338
Provision for reinsurance		420,825
Payable to parent, subsidiaries and affiliates		2,297
Payable on security transactions		-
Other liabilities		31,467
Total Liabilities	\$	554,517,555

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,255,903,739
Surplus as regards policyholders	\$	1,539,975,575
Total Liabilities and Capital	\$	2,094,493,130

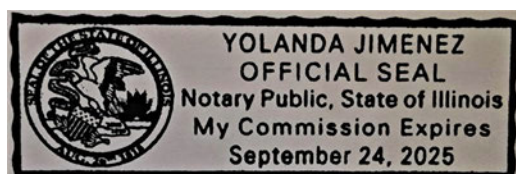
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021  
My commission expires:



By Yolanda Jimenez  
Notary Public

February 9, 2022

Schneider Electric Buildings Americas Inc.  
1650 West Crosby Road  
Carrollton, Texas 75006

Re: Bank of America Reference Letter – Schneider Electric Buildings Americas Inc.

To Whom It May Concern:

Please accept this letter as confirmation that Schneider Electric Buildings Americas Inc. (the “Customer”), an affiliate of Schneider Electric SE, has been a client of Bank of America, N.A. (the “Bank”) since 2008. During this period, the Customer has satisfactorily fulfilled its obligations to the Bank.

This letter is being provided as a matter of courtesy at the request of the Customer. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith or any transaction between you or your affiliates and the Customer. This letter is not to be quoted or referred to without the Bank’s prior written consent. The Bank cannot provide any opinions of the creditworthiness of the Customer or any of its affiliates, and the above information does not constitute an opinion of the Bank of the ability of the Customer to successfully perform its obligations under any agreement it may enter into with you, the Bank or any other person or entity.

The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

Please contact me directly if I can be of any further assistance at 312-869-6280.

Very truly yours,



Sean R. Keck  
Director, Corporate Banking  
Subsidiaries Bank of America  
540 W Madison St  
Chicago, IL, 60661  
United States of America



# Safety & Occupational Health Handbook 2021 - 2023

Life Is On





- I. \_\_\_\_\_
- II. \_\_\_\_\_
- III. \_\_\_\_\_
- IV. \_\_\_\_\_
- V. \_\_\_\_\_
- VI. \_\_\_\_\_
- VII. \_\_\_\_\_
- VIII. \_\_\_\_\_
- IX. \_\_\_\_\_
- X. \_\_\_\_\_



Congratulations on joining Schneider Electric!

At Schneider Electric, our purpose is to empower all to make the most of our energy and resources, bridging progress and sustainability for all. At Schneider, we call this Life Is On. We have been a global leader in energy management and automation for decades, with a 175+ years of experience on the market.

Our tens of thousands of employees in more than 100 countries are engaged in a diverse range of activities, which carry inherent risks from one to the other: driving, electrical, machines, power industrial trucks, and falls represent our top five hazards.

At Schneider Electric, Safety is a value we will never compromise. Our goal is to have zero fatalities and zero life altering incidents.

We are pleased to have you onboard and our commitment to you is to provide a safe working environment for everyone. This safety handbook brings together a variety of information, useful links and key materials for your safe onboarding, which will be your reference during your journey in Schneider Electric.

Meanwhile, we expect each employee, and you in particular, to always perform work safely.

At Schneider Electric, as demonstrated by the five guiding principles that you will discover in this handbook, we believe that safety is also about behaviors and about empowering you to always make the safe choice every day.

We have a strong safety culture, and strong safety principles. We believe that every injury is preventable, and we count on you to fully embrace it.

We expect you to be \*S.A.F.E. First, by remaining focused, eyes and mind, at every moment on every task.



*Be  
S.A.F.E. First!  
Vlieghe*

**Nicolas Vlieghe**  
**Chief Compliance Officer, Governance**

Learn more about \*S.A.F.E. First in the following pages.

VISION/MISSION

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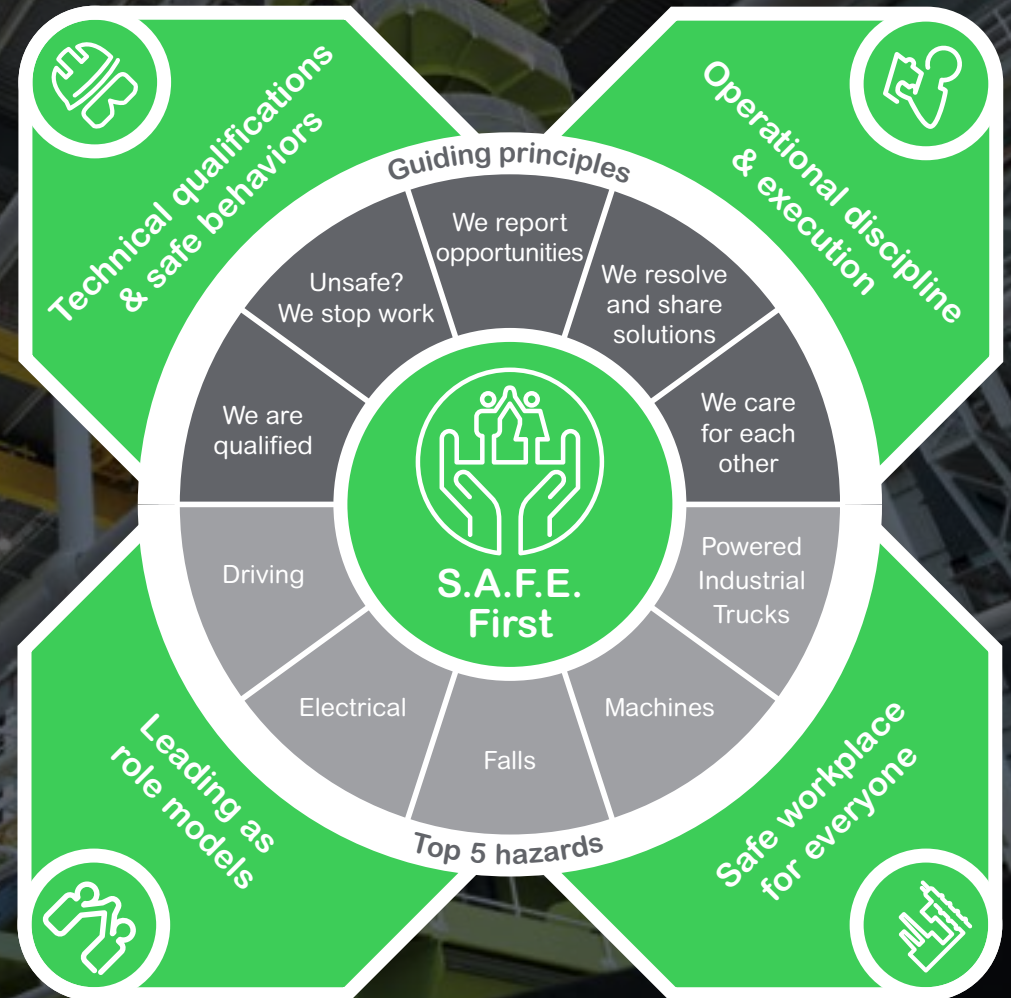
Rollover the above tabs to see more information

## Our goals:

- ✔ Zero fatalities
- ✔ Zero serious incidents
- ✔ Achieve 50% MIR by 2025\*

\*based on pre-COVID-19 target for 2020

[Go to training materials](#)



# Personal S.A.F.E. First Check

PERSONAL S.A.F.E. First CHECK

S.A.F.E. First is our personal reminder to pause and reflect on our own safety before beginning any task. To be #SAFE you must analyze your Self, your Activity, the Facility and the Environment.

Self and Activity always need to be completed to be able to identify common Human Factors which have historically caused two-thirds of workplace injuries at Schneider Electric.

 **S**elf Check

 **A**ctivity Check

**Human Factors:** how humans interact with tools, equipment and the work environment. This relates to human characteristics that influence behavior in a way that can affect their personal health and ability to stay safe.

 **F**acility Check

 **E**nvironment Check

The checks for Facility and Environment represent Workplace Factors which contribute to the other one-third.

**Workplace Factors:** the interaction between an employee and the location where they perform work. Workplace factors can include workstation design, use of tools or equipment, presence and quality of procedures, company culture, etc.



**Unsafe? We stop work**

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## Self Check

To safely complete any task, my mental and physical state must be such that I can complete the task safely. Begin with Self Check questions:

- Am I able to **mentally focus**?
- Am I **physically capable**?
- Is the **work accessible**?
- Is this **ergonomically safe**?



**Unsafe? We stop work**

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## Activity Check

I check what I plan to do in order to complete my task safely. This requires analysis of all planned activities prior to starting work by checking the following:

- Am I **qualified**?
- Am I exposed to **hazards**?
- Do I have the proper **tools and PPE**?
- Are the required **permits, and approval are in place**?



**Unsafe? We stop work**

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## Facility Check

The condition, layout and make up of the facility or field in which I work will directly affect my safety. To do so, I visually inspect the facility and my immediate work area for potential hazards and unsafe conditions.

- **Exposure to hazardous energy?**
- **Overhead hazards?**
- **Proper guarding?**
- **Trip hazards?**



**Unsafe? We stop work**



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## E

### Environment Check

I must always be aware of how an adverse environment may impact my safety. I must also be aware of how my work impacts the environment and the presence of others.

I do this by checking the following before entering a new work area to perform a task:

- Is there a presence of **excessive temperature, noise, poor lighting, hazardous gases or chemicals**?
- **Affected workers in the area?**
- **Presence of new hazards?**
- **Generation of hazardous materials?**



**Unsafe? We stop work**

## GUIDING PRINCIPLES

These principles reflect the values that exist throughout Schneider Electric that live on today, tomorrow and in the future.

Our five guiding principles fuel the empowerment of our employees to be active participants in their own safety and the safety of others.

### Why are they important?

1. We are all empowered.
2. The way to achieve and sustain our goal of zero injuries.
3. Recognized by our customers as the benchmark for safety.



Click on the above tabs to go to the page

## Principle 1

### We are qualified.

1. All employees are trained to complete the work safely.
2. Our employees receive training, tools and the equipment needed to perform the work safely.
3. Our employees know who to contact when assistance is required.



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## Principle 2

### Unsafe? We stop work.

1. Our employees are empowered to identify unsafe conditions.
2. All employees have the authority to stop work until the unsafe condition has been mitigated.
3. We return to work only when work can be completed without risk of injury to ourselves or others.



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### Principle 3

## We report opportunities.

1. We are empowered to identify opportunities for safety improvement.
2. We value our employees' involvement in safety through proactive reporting (near miss, safety ideas, and safety opportunities). This can be documented and shared in numerous ways such as a SIM, safety walks, audits, and the Safety App.



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## Principle 4

### We resolve and share solutions.

1. Our employees are empowered to resolve issues on their own, and to request the assistance of others when needed.
2. All employees are empowered to share solutions with others to prevent reoccurrence elsewhere.
3. We evaluate the effectiveness of the solution.



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## Principle 5

### We care for each other.

1. We watch out for ourselves and others because everyone is important at Schneider Electric.
2. Our colleagues, friends and loved ones are counting on us.
3. We value and expect the highest standards of safety from our employees and contractors while working on Schneider Electric premises, traveling on the roads, and working at a customer's site.



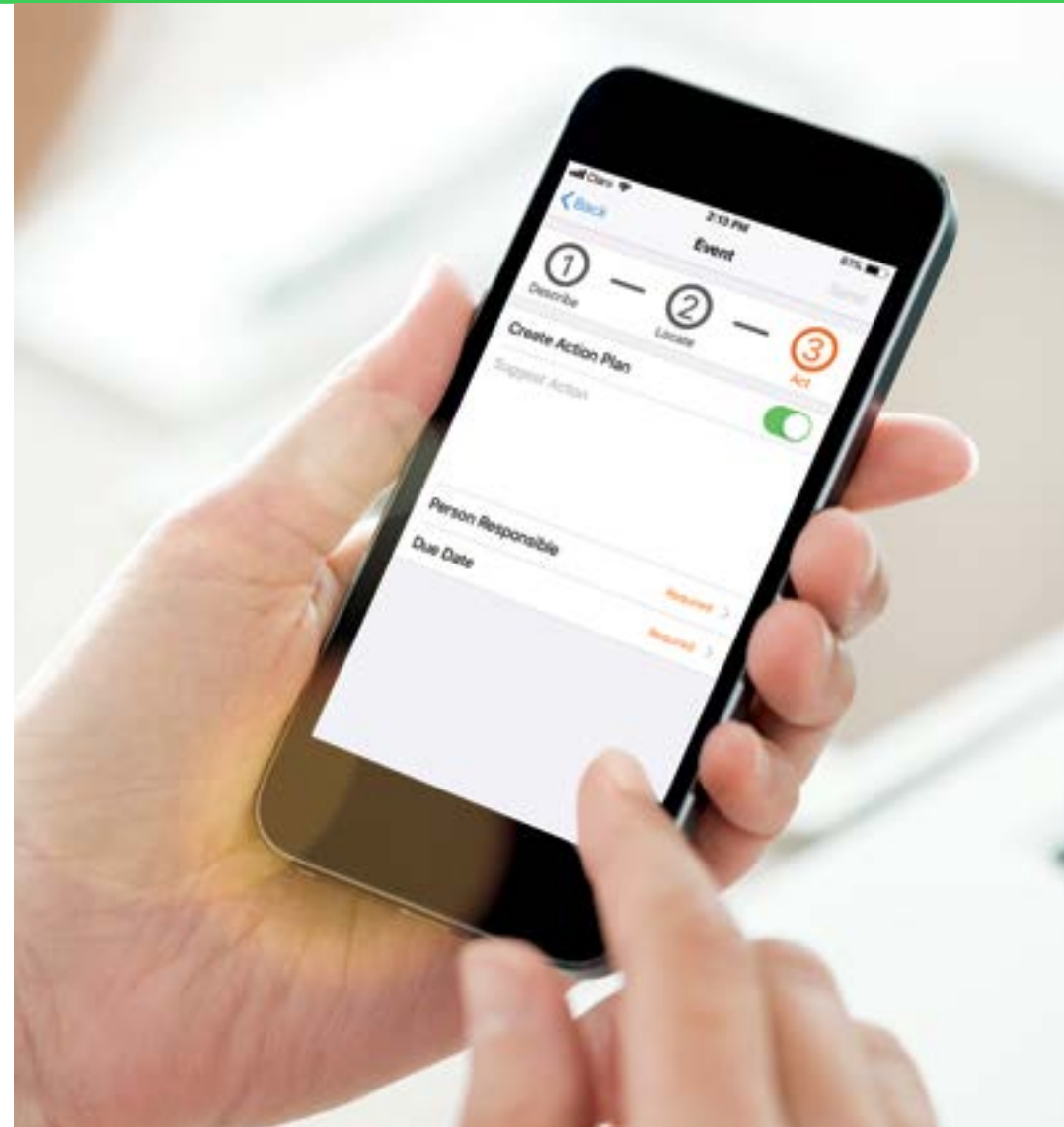
DIGITIZED REPORTING  
USING SAFETY APP

## Download the Safety App



1. **Step 1:** Report an event (Describe)
2. **Step 2:** Confirm your location (Locate)
3. **Step 3:** Propose an improvement (Act)

- Works with IOS and Android
- Available in eight languages

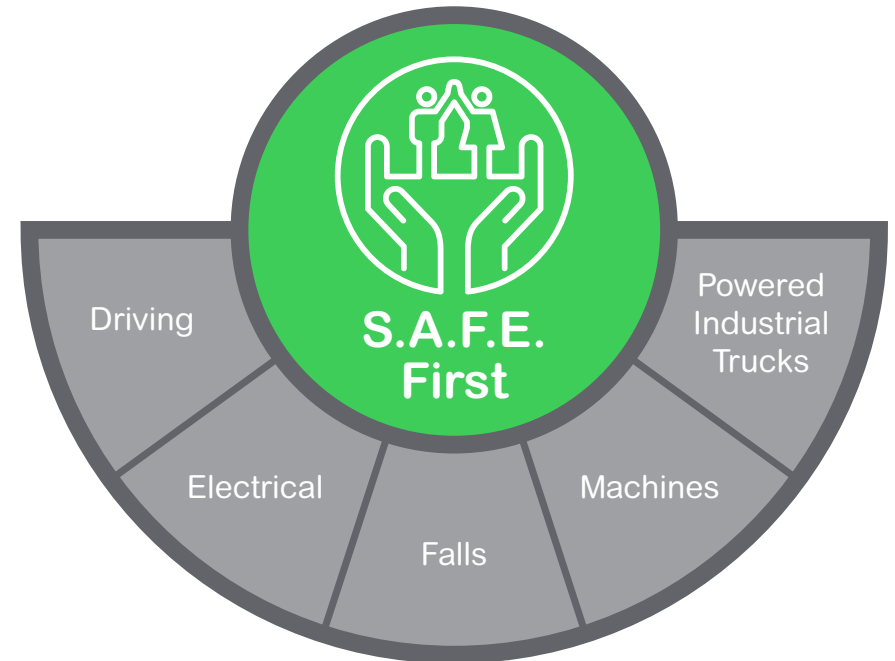




## Top 5 hazards

**More than 90% of serious incidents at Schneider Electric are caused by:**

1. Driving
2. Electrical
3. Falls
4. Machines
5. Powered Industrial Trucks



Click on the above tabs to go to the page

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## Golden rules for driving safely

1. I will be proactive, inspect my vehicle and plan my route before driving.
2. I will only drive when fully alert, sober, and take breaks to avoid fatigue.
3. I will wear my seat belt.
4. I will eliminate distractions during driving.
5. I will drive defensively and follow the 2 second rule.
6. I will drive at an appropriate speed for the conditions.

[Click for more information](#)



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## Golden rules for electrical safety

1. I will perform a point of work risk assessment for shock or arc flash prevention.
2. I will participate in a safety briefing.
3. I will de-energise using Lock Out/ Tag Out (LOTO).
4. When testing energised I will use PPE and create boundaries to protect others.

[Click for more information](#)



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## Golden rules to prevent falls

1. I will use the safest means of access for working at heights and only use ladders as the last option. (Hierarchy of control).
2. I will ensure all elevated work has appropriate fall prevention in place.



[Click for more information](#)

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## Golden rules for machine safety

1. I will only operate equipment that I have been trained to operate.
2. I will always inspect equipment before use.
3. I will always use safety features when operating equipment (guards, hand controls, etc.).
4. I will always wear PPE before operating equipment.
5. I will report equipment that is defective or functioning incorrectly and assure that it is fixed before operating.

[Click for more information](#)





## Golden rules to prevent PIT incidents

1. I must be trained, qualified, and authorized to operate.
2. I will inspect my vehicle before driving.
3. I will never drive distracted (using onboard technologies, cell phone, conversations).
4. I will always check my surroundings and follow the 1m/3m (3ft/10ft) rule.
5. I will always make acknowledged eye contact (with other PIT drivers or pedestrians) and sound the horn at blind spots.
6. I will wear a high visibility vest/clothing in shipping and receiving area.

[Click for more information](#)




# More Information on Safety Topics

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- MORE INFORMATION  
ON SAFETY TOPICS
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For full information on  
Safety Topics please visit:

[Safety Topics](#)

 Rollover the above icons to see more information

Title	Description
Safety Policy	Defines vision and mission.
Safety Strategy	Defines vision and mission.
Safety Performance	Share performance results.
Safety Leadership Team	To identify regional and global safety leadership team.
	Governance for operational and safety management system directives.
Safety Alerts	Share incidents, contributing factors and global action plans.
EHS Assessment	Evaluate a site's conformance to the Safety and Environmental Strategy.
	Presents the safety communications throughout one year.
	Includes all global safety information and resources (results, projects, communications and many more).

## SAFETY RESOURCES



FREQUENTLY ASKED QUESTIONS

<b>1. What is Health and Safety all about?</b>	At Schneider Electric, safety is all about protecting lives. To do so, it is our corporate responsibility to provide safety training, safety work instructions and ensure safety protection for each employee, contractor and visitor. It is everyone's responsibility to adhere to the safety requirements and to report any opportunities to improve safety at work.
<b>2. Why are there Safety and Occupational Health laws?</b>	The laws are there to ensure that the company provides a safe place for people to work and to ensure that everyone performs their work in a safe manner. In addition, Schneider Electric has adopted additional requirements that are included in our global safety directives. These directives address the absolute requirements we must all follow to work safely at Schneider Electric.
<b>3. What can I do to contribute to the zero injury goal?</b>	Everyone can contribute to this goal. It is our ambition to achieve the zero goal today and to sustain it every day in which employees, contractors and visitors work without injury. To ensure a sustainable safety culture, we must all follow <b>S.A.F.E.</b> First! Historically, the majority of injuries have to do with human factors, and the majority of these injuries happen to experienced people.
<b>4. What is the difference between a medical incident, near miss and first aid event?</b>	A medical incident is an undesired event which resulted in either a work-related illness or injury that required medical treatment or prescription by a healthcare professional. A near miss is an event, which under slightly different circumstances, could have led to an injury or property damage. A first aid event is a non-serious injury that requires minor care on site which does not require a healthcare professional to treat.
<b>5. How do I report an incident?</b>	Contact your direct manager/supervisor or coworkers close by to report any incident or use the Safety App to report it yourself. All incidents and events can be reported using the Safety App.

- 1. EHS:** Environment, Health & Safety is a discipline and specialty that studies and implements practical aspects of environmental protection, occupational health and safety at work.
- 2. GFS:** Global Field Services. This is the central entity name for the Field Services common to the several Business Units (such as Energy Business, Partner Business, Industry Business, IT Business, Building Business).
- 3. Hierarchy of controls:** is a system used in industry to minimize or eliminate exposure to hazards. Following this hierarchy normally leads to the implementation of inherently safer systems, where the risk of illness or injury has been substantially reduced.
- 4. KPI:** Key Performance Indicator is a measurable value that demonstrates how effectively a company is achieving key business objectives (in this case to measure our safety performance).
- 5. LOTO:** Lock out -Tag out is a process to control hazardous energy which, if not controlled, can cause death or severe consequences and is used to protect personnel while performing “work” such as maintenance, repair or installation on equipment, systems, facilities, or any other entity where potential for unexpected release of energy exists.
- 6. Near Miss:** A near miss is sometimes called a “near hit,” “close call,” or “nearly a collision”. It is an unplanned event that has the potential to cause, but does not actually result in human injury, environmental or equipment damage, or an interruption to normal operation.
- 7. PIT:** Power industrial truck is a mobile, power propelled truck used to carry, push, pull, lift, stack, or tier material (such as forklifts, platform lift trucks, counter balanced sit-down lifts and motorized ride on pallet movers). PITs do not include farm equipment, or equipment primarily used for earth moving.
- 8. PPE:** Personal protection equipment is considered the last line of defense in protecting personnel from recognized hazards, and it is a critical element in protecting the health and well-being of Schneider Electric personnel.
- 9. H&S:** Safety & Environment includes policies and procedures that ensure a clean and safe work environment in the office, factory, field and our distribution centers.
- 10. Safety App:** Application for smart phones or other electronic devices, that you can interact with (in this case to report unsafe conditions, near miss or other safety related events).
- 11. SIM:** Short Interval Management is a means to communicate on a short but frequent occasion to support day-to-day execution of processes. It involves the key stakeholders who can solve problems by addressing and tracking issues as they occur.
- 12. S.A.F.E. Checks:** Self Check, Activity Check, Facility Check, Environment Check.
- 13. Working at heights:** work in any place where, if precautions were not taken, a person could fall a distance liable to cause personal injury. You are working at height if you:
  - work above ground/floor level
  - could fall from an edge, through an opening or fragile surface or
  - could fall from ground level into an opening in a floor or a hole in the ground.

[Learn more on our Internal Encyclopedia](#)

## General Disclaimer

This handbook is not intended to cover all situations that could occur and this is not a contract. If you have any questions or comments, please talk with your supervisor or manager, or contact your Safety & Occupational Health business partner who supports your location.

Life Is On



For more information visit

Safety Internal Website



**Schneider Electric**

35 rue Joseph Monier  
92500 Rueil-Malmaison, France  
Tel : +33 (0)1 41 29 70 00

## Summary

**SCHNEIDER ELECTRIC SE**

Tradestyle(s): No Trades Available

Active

<b>D-U-N-S</b>	27-513-6398	<b>Address:</b>	35 RUE JOSEPH MONIER, 92500, RUEIL MALMAISON, FR
<b>Registration Number:</b>	54204857401791		
<b>Phone:</b>	+33 1 46 04 69 82		

## D&amp;B Report - Company Details

dun &amp; bradstreet

DATA  
altares**European  
Comprehensive Report**

Report viewed: 20-Jan-2023

Subscriber Number: 023003149

Your Reference: steven.m.brown@se.com

**IDENTIFICATION & SUMMARY**

## SCHNEIDER ELECTRIC SE

## Identity

Company status **Active**Insolvency process indicator **NONE**D-U-N-S® Number **27-513-6398**Name **SCHNEIDER ELECTRIC SE**Company principal **TRICOIRE Jean-Pascal**Address **35 RUE JOSEPH MONIER  
92500 RUEIL MALMAISON  
FRANCE**Telephone Number **0146046982**Website **www.schneider-electric.fr**

## Line of business

SIC classification **Holding company  
(6719)**

## Risk Evaluation

D&B Risk Indicator **1 2 3 4 -**D&B Rating **5A 1**Failure Score /100 **81**Credit Limit **1,500,000  
EURO**Days Beyond Terms **0**

## Company structure

Global Ultimate Parent **SCHNEIDER ELECTRIC SE**Subsidiary companies **YES**Number of Branches **None**Number of employees **1**Classification **Large business**

NAF classification	<b>Activities of holding companies(6420Z )</b>
<b>Registered details</b>	
SIRET	<b>542 048 574 01791</b>
VAT Number	<b>FR 01 542 048 574</b>
Chamber of Commerce Number	<b>1995 B 03234</b>
Date Started	<b>10-Aug-1954</b>
Date of Registration	<b>10-Aug-1954</b>
Legal Form	<b>European Company(FR5800 )</b>
Nominal Capital	<b>2,284,371,684 €</b>
Court	<b>TRIBUNAL DE COMMERCE DE NANTERRE</b>

## Financial Summary - Individual financial statement (EURO)

Latest Accounts Date	<b>31-Dec-2021</b>
Sales Revenue	<b>0 €</b>
Operating income (loss)	<b>-22,323,000 €</b>
Result for the financial year	<b>1,498,235,000 €</b>
Total Equity	<b>6,873,791,000 €</b>
Total assets amount	<b>17,057,156,000 €</b>
Net cash flow	<b>7,227,378,000 €</b>

## BANKRUPTCY PROCEEDINGS AND VOLUNTARY PROCESS

Bankruptcy Proceedings : NONE

## D&B RISK ASSESSMENT

<b>D&amp;B Rating</b>	<b>5A 1</b>	
Financial Strength	<b>5A</b>	<b>based on a net worth of 6,750,596,000 €</b>
Risk Indicator (1-4)	<b>1</b>	<b>Represents a minimum risk of business failure.</b>

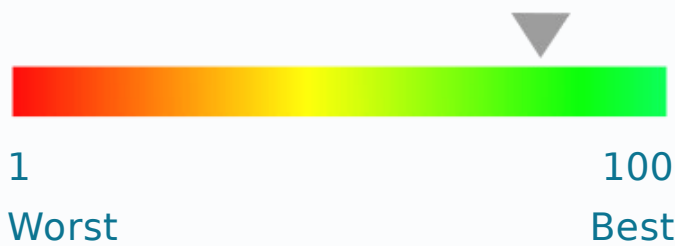
### D&B Total Credit Recommendation

D&B Maximum Transactional Credit **1,500,000 €**

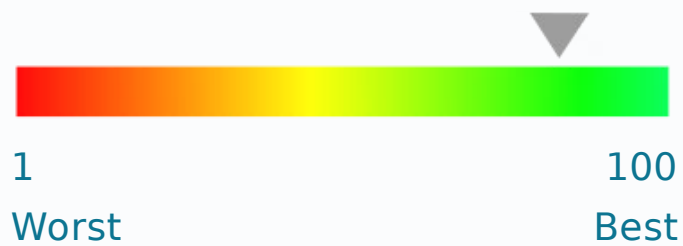
*The D&B maximum credit limit shows the global transaction amount possible for the next 30 days. This is a suggested amount and not a guaranteed amount.*

D&B Failure Score **81/100**

Payment behaviour **80**



Corresponds to a probability of failure of 0.12%



The business is paying its bills with an average delay of 0 days Beyond Terms.

## Commentary related to failure score

### Interpretation of failure score:

The risk of failure is very low. A business transaction can be favorably considered. Analysis of financial fixed assets indicate that this is a holding company.

### Company Profile:

This company belongs to a relatively low-risk sector of activity. This company is more than 10 years old. Therefore, it is quite mature. For reference, the average age of French companies is 14 years old. This entity present strong signs of economic activity.

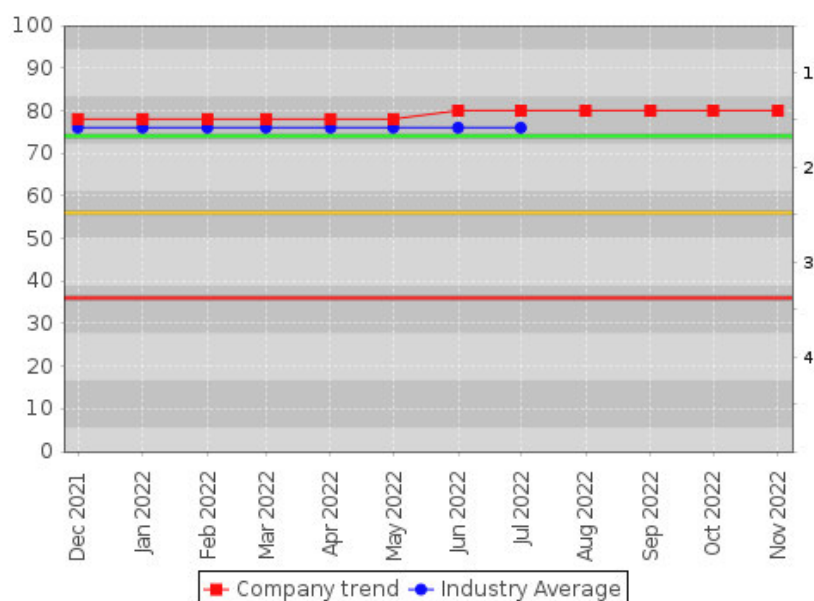
### Key Financial Indicators:

The company's core activity is not profitable. The net operating loss is -20 196K€. After taking all the income and charges into consideration, the company is globally profitable. The net profit is 1 498 235K€. The company generates cash. The net cash flow based on the latest balance sheet is positive : 7 227 378K€. The score reflects the fact that we possess a balance sheet from within the last 12 months. The score takes into account financial statements.

### Payment analysis:

An analysis of the aged debt of companies included in D&B's analysis of payment behavior shows that this company pays its suppliers on time. We have noted an improvement in the company's payment of its suppliers in the last three values of the history fixed on the 15th of each month. A improvement of 21 days beyond terms.

## D&B RATING & SCORE - TREND & INDUSTRY SECTOR COMPARISON



### Comments

Today's Failure Score of 81/100 indicates that **SCHNEIDER ELECTRIC SE**

Total number of businesses in the same industry group as **SCHNEIDER ELECTRIC SE**: 9039

Average Industry failure Score: /100

## PAYMENT INFORMATION

D&B collects more than 100 million payment experiences on worldwide businesses each year. The information shown below indicates how **SCHNEIDER ELECTRIC SE** has been paying its bills. In some instances, payment beyond terms can be the result of overlooked or disputed invoices.

### Payment Behaviour

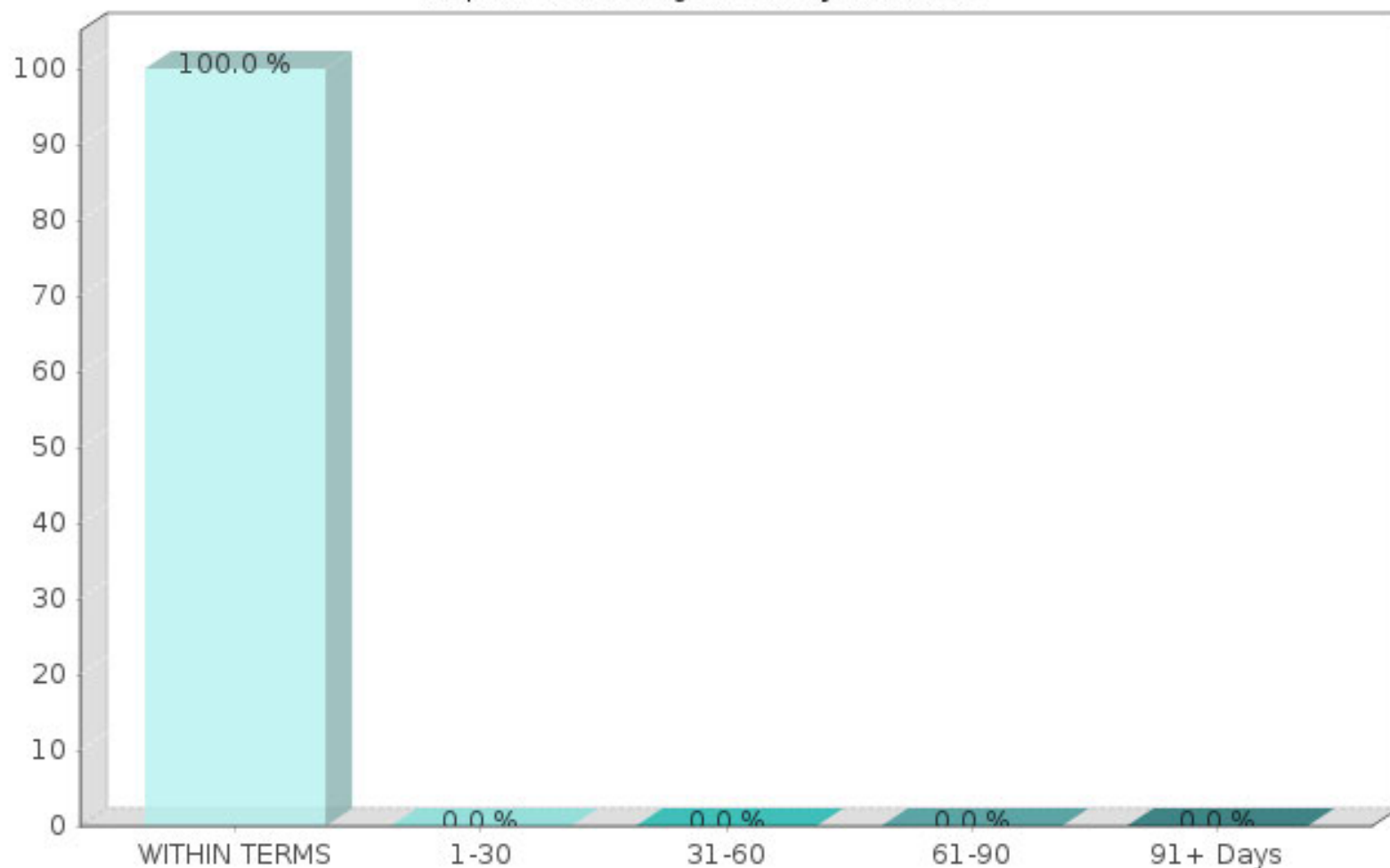
Average Days Beyond Terms	<b>0 days</b>
Paydex	<b>80</b>
Number of payment experiences (last 12 months)	<b>4</b>
Total Value of Experiences	<b>1,433 €</b>

### Payment Experiences Summary

Value Bands (EURO)	Number of Experiences	Total Value of Experiences (EURO)	% is paid promptly.	Paid late (%)			
				1-30	31-60	61-90	91+
>100000	-	-	-	-	-	-	-
75000-99999	-	-	-	-	-	-	-
50000-74999	-	-	-	-	-	-	-
25000-49999	-	-	-	-	-	-	-
10000-24999	-	-	-	-	-	-	-
<10000	4	1,433	100	-	-	-	-
Sum	4	1,433					

### Analysis of Experiences

Reported as being within/beyond terms



#### Days Beyond Terms

Total Value of Experiences 1,433 EURO

0% of the value of these experiences was reported as overdue

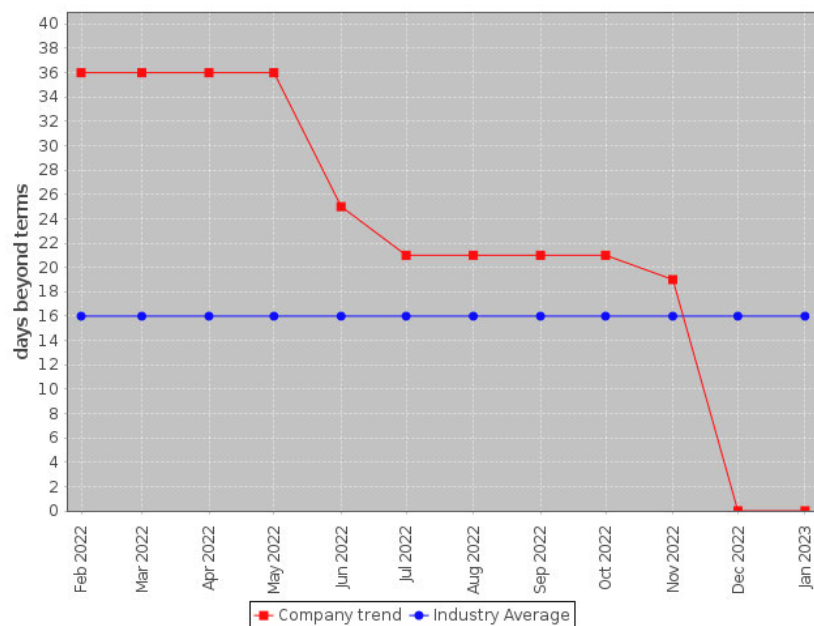
## Preferential claims

Authorities	Number of preferential claims reported	Amount (€)	Last record date
URSSAF	Nil		
Trésor Public	Nil		
Caisses complémentaires	Nil		

## HISTORY AND INDUSTRY COMPARISON OF PAYMENT BEHAVIOUR

Shown below is an industry comparison based on 9039 other businesses in same industry group as **SCHNEIDER ELECTRIC SE** where D&B has payment experiences.

### History and Industry Comparison of Payment Behaviour



### Industry comparison of days

#### beyond terms and Paydex

**SCHNEIDER ELECTRIC SE** pays with 0 days beyond terms which represents a Paydex of 80.

	Number of days beyond terms	Payment Score
Upper quartile (top 25%)	51	43
Median (middle 50%)	8	75
Lower quartile (bottom 25%)	0	88

## Failure Risk compared to Payment Performance



### Comments

**SCHNEIDER ELECTRIC SE** pays within terms

The D&B failure score is 81/100: which represents a low risk of business failure.

Businesses in this industry have an average failure score of 76/100 in France

Total number of businesses in the same industry group as **SCHNEIDER ELECTRIC SE**: 9039



## PRINCIPALS

### Current Principals

#### **Mr Jean-Pascal TRICOIRE, Chairman of the Board of Directors Date appointed 30-Apr-2020**

59 years old - Born on 11/05/1963 - Beaupréau

#### Other current positions:

Name	D-U-N-S®	In position since	Office
SCHNEIDER ELECTRIC SE	<b>27-513-6398</b>	30-Apr-2020	Managing Director
SCHNEIDER ELECTRIC SE	<b>27-513-6398</b>	30-Apr-2020	Director
LES ARCS 1688	<b>27-224-9588</b>	27-Feb-2019	Manager
MOUNTAIN PLEASURE	<b>29-222-7480</b>	11-Feb-2014	Manager
SCHNEIDER ELECTRIC INDUSTRIES SAS	<b>39-333-1566</b>	08-Jun-2006	Chairman

#### **Mrs Linda KNOLL, Director Date appointed 24-May-2014**

62 years old - Born on 03/04/1960 - Etats-Unis

#### **Mr Grégory SPIERKEL, Director Date appointed 29-Apr-2015**

65 years old - Born on 27/01/1957 - Canada

#### **Mrs Cécile CABANIS, Director Date appointed 11-May-2016**

50 years old - Born on 13/12/1971 - Paris

#### Other current positions:

Name	D-U-N-S®	In position since	Office
FRANCE MEDIAS MONDE	<b>29-769-3819</b>	08-Jun-2021	Director
MEDIAWAN HOLDING	<b>27-458-9575</b>	08-Dec-2020	Chairman of the Supervisory Board

#### **Mr Fred KINDLE, Director Date appointed 11-May-2016**

63 years old - Born on 25/03/1959 - Liechtenstein

**Mrs Xiaoyun MA, Director Date appointed 20-May-2017**

59 years old - Born on 20/11/1963 - Chine

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**Mr Anders RUNEVAD, Director Date appointed 30-May-2018**

62 years old - Born on 16/03/1960 - Suède

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**Mr Lip-Bu TAN, Director Date appointed 23-May-2019**

63 years old - Born on 12/11/1959 - Etats-Unis

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**Mr Léo APOTHEKER, Director Date appointed 30-Apr-2020**

69 years old - Born on 18/09/1953 - Allemagne

Other current positions:

Name	D-U-N-S®	In position since	Office
NADLAN LLA	<b>27-740-8201</b>	27-Nov-2021	Manager

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**Mrs Jill LEE, Director Date appointed 28-May-2020**

59 years old - Born on 06/10/1963 - Singapour

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**Mrs Rita FELIX, Director Date appointed 08-Dec-2020**

39 years old - Born on 02/01/1983 - Portugal

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**Mrs Anna OHLSSONLEIJON, Director Date appointed 04-Jun-2021**

54 years old - Born on 24/08/1968 - Suède

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**Mr Bruno TURCHET, Director Date appointed 04-Jun-2021**

48 years old - Born on 12/02/1974 - Senlis

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**Mrs Nivedita Krishnamurthy BHAGAT, Director Date appointed 02-Jun-2022**

51 years old - Born on 07/10/1971 - Inde

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## OPERATIONAL MANAGER

Mrs Hilary MAXSON, Administrative and financial director

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Mrs Chris LEONG, Marketing director

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Mrs Charise LE, Human resources director

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Mr Philippe DELORME, IT director

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## CORPORATE LINKAGE

### Global Ultimate

Name	<b>SCHNEIDER ELECTRIC SE</b>
D-U-N-S® Number	<b>27-513-6398</b>
Post code	<b>92500</b>
Town	<b>RUEIL MALMAISON</b>
Country	<b>FRANCE</b>

### Domestic Ultimate Parent

For French companies, the Domestic Ultimate is defined by the legal entity as having the highest consolidated percentage of owned shares. Therefore it may be that the Domestic Ultimate appearing in the report only has a minority stake.

Name	<b>SCHNEIDER ELECTRIC SE</b>
D-U-N-S® Number	<b>27-513-6398</b>
Post code	<b>92500</b>
Town	<b>RUEIL MALMAISON</b>

### Shareholders

4 Shareholders

Name	D-U-N-S® Number	Town	Country	Type	% Shares owned
PUBLIC			-	Majority shareholders	80.90 %
SUN LIFE FINANCIAL INC	<b>25-998-4052</b>		Canada	Minority shareholders	7.00 %
BLACKROCK INC	<b>78-698-7052</b>		États Unis	Minority shareholders	6.30 %
SALARIES			-	Minority shareholders	3.60 %

## Subsidiaries

34 subsidiaries

Name	D-U-N-S® Number	Town	Country	Type	% Shares owned
ASCO POWER GROUP LLC	<b>08-063-5841</b>		États Unis	Majority shareholders	100.00 %
AVEVA GROUP PLC	<b>73-926-0925</b>		Grande Bretagne	Majority shareholders	100.00 %
INVENSYS GROUP HOLDINGS LTD	<b>21-754-1911</b>		Grande Bretagne	Majority shareholders	100.00 %
MC ENERGY GROUP LTD	<b>21-119-6019</b>		Grande Bretagne	Majority shareholders	100.00 %
MULLER ET COMPAGNIE	<b>26-211-2055</b>	RUEIL-MALMAISON	France	Majority shareholders	100.00 %
PT SCHNEIDER ELECTRIC INDONESIA	<b>72-872-1853</b>		Indonésie	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC	<b>60-009-8719</b>		Israël	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC A E B E	<b>42-300-0876</b>		Grèce	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC ALGERIE SARL	<b>36-648-1351</b>	ALGER	Algérie	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC DC MEA FZCO	<b>55-846-1777</b>		Émirats Arabes Unis	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC ENERGY MANAGEMENT SOFTWARE FRANCE	<b>27-750-0680</b>	COLOMIERS	France	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC INDUSTRIES SAS	<b>39-333-1566</b>	RUEIL MALMAISON	France	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC LIETUVA UAB	<b>55-275-4855</b>		Lituanie	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC SOFTWARE FRANCE	<b>26-899-1664</b>	VINCENNES	France	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC SOLAR FRANCE	<b>27-041-1871</b>	RUEIL MALMAISON	France	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC TAIWAN CO., LTD.	<b>65-719-4734</b>		Taiwan	Majority shareholders	100.00 %
SCHNEIDER ELECTRIC VIETNAM LTD	<b>55-524-2120</b>		Viet Nam	Majority shareholders	100.00 %
SCHNEIDER THAILAND LTD	<b>66-048-2378</b>		Thaïlande	Majority shareholders	100.00 %
SOC FRANC CONSTR MECANIQUE ELECTRIQUES	<b>27-584-1849</b>	LIBOURNE	France	Majority shareholders	100.00 %
SOCIETE FRANCAISE GARDY	<b>27-524-3442</b>	CHAMPFORGE UIL	France	Majority shareholders	100.00 %
TRANSFORMAT EURS SAS	<b>26-279-7149</b>	LE PETIT QUEVILLY	France	Majority shareholders	100.00 %

COFIMINES	<b>37-207-7172</b>		Belgique	Majority shareholders	99.84 %
INFORMATIQUE GRAPHISME ENERGETIQUE - I.G.E.	<b>77-861-1798</b>	COLOMIERS	France	Majority shareholders	99.13 %
SCHNEIDER ELECTRIC VENEZUELA, S.A .	<b>88-542-3004</b>		Venezuela	Majority shareholders	93.60 %
PROSYST	<b>39-712-4277</b>	TEMPLEMARS	France	Majority shareholders	80.00 %
RIB SOFTWARE	<b>32-903-5468</b>		Allemagne	Majority shareholders	76.63 %
AVELTYS	<b>26-438-2994</b>	ISSY LES MOULINEAUX	France	Majority shareholders	51.00 %
Proleit B.V.	<b>48-902-0136</b>		Pays Bas	Majority shareholders	
ELECTRICAL HARNESS MANUFACTURING SOFTWARE	<b>29-030-2434</b>	COLOMIERS	France	Minority shareholders	50.00 %
S2E CONSULTING (SYSTEMS AND ELECTRICAL ENGINEERING CONSULTING)	<b>29-224-3982</b>	BLAGNAC	France	Minority shareholders	49.90 %
SCHNEIDER LUCIBEL MANAGED SERVICES SAS	<b>26-725-6820</b>	RUEIL-MALMAISON	France	Minority shareholders	47.00 %
ASTER CAPITAL PARTNERS SAS	<b>64-047-5448</b>	PARIS 01	France	Minority shareholders	44.90 %
Planon Beheer B.V.	<b>40-286-1442</b>		Pays Bas	Minority shareholders	25.00 %
MOODY'S ESG SOLUTIONS FRANCE	<b>26-467-8447</b>	MONTREUIL	France	Minority shareholders	

## BRANCHES

This company has more than 40 branches. Please find below the list of the 40 major branches.

Name	D-U-N-S® Number	Address	Town	Status
SCHNEIDER ELECTRIC SE	<b>39-521-1618</b>	53 RUE PIERRE	92110 CLICHY	Out of business
SCHNEIDER ELECTRIC SE		22 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE	<b>39-619-2619</b>	102 JARDINS BOIELDIEU	92800 PUTEAUX	Out of business
SCHNEIDER ELECTRIC SE	<b>39-657-7645</b>	13 AVENUE MORANE SAULNIER	78140 VELIZY-VILLACOUBLAY	Out of business
SCHNEIDER ELECTRIC SE	<b>39-521-1592</b>	202 QUAI DE CLICHY	92110 CLICHY	Out of business
SCHNEIDER ELECTRIC SE	<b>50-235-6298</b>	24 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE	<b>39-657-7652</b>	13 AVENUE MORANE SAULNIER	78140 VELIZY-VILLACOUBLAY	Out of business
SCHNEIDER ELECTRIC SE	<b>39-656-7836</b>	RUE DES NATIONS	54500 VANDOEUVRE-LES-NANCY	Out of business

SCHNEIDER ELECTRIC SE	<b>39-642-7007</b>	9 AVENUE MICHELET	93400 SAINT OUEN	Out of business
SCHNEIDER ELECTRIC SE	<b>39-619-2601</b>	101 JARDINS BOIELDIEU	92800 PUTEAUX	Out of business
SCHNEIDER ELECTRIC SE		33 QUAI DE DION BOUTON	92800 PUTEAUX	Out of business
SCHNEIDER ELECTRIC SE		RUE DE L INDUSTRIE	67118 GEISPOLSHHEIM	Out of business
SCHNEIDER ELECTRIC SE		12 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE		34 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE		23 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE	<b>39-657-7637</b>	4 AVENUE MORANE SAULNIER	78140 VELIZY-VILLACOUBLAY	Out of business
SCHNEIDER ELECTRIC SE	<b>34-686-6304</b>	TUNNEL TGV DE MEYSSIES	38440 SAINT JEAN DE BOURNAY	Out of business
SCHNEIDER ELECTRIC SE	<b>73-846-6879</b>	2 PLACE DE LA FRATERNITE	93100 MONTREUIL	Out of business
SCHNEIDER ELECTRIC SE		33 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE		27 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE		43 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE		85 B RUE DES URSULINES	59200 TOURCOING	Out of business
SCHNEIDER ELECTRIC SE	<b>39-537-0539</b>	60 QUAI DE LOIRE	58600 FOURCHAMBAULT	Out of business
SCHNEIDER ELECTRIC SE	<b>39-657-7629</b>	IMPLATECOERE	78140 VELIZY-VILLACOUBLAY	Out of business
SCHNEIDER ELECTRIC SE	<b>39-521-1600</b>	51 RUE PIERRE	92110 CLICHY	Out of business
SCHNEIDER ELECTRIC SE		3 PLACE DES PERCHES	63118 CEBAZAT	Out of business
SCHNEIDER ELECTRIC SE		6 LOTISSEMENT LES HELICONIAS	97300 CAYENNE	Out of business
SCHNEIDER ELECTRIC SE		15 B RUE VICTOR EUSEN	29200 BREST	Out of business
SCHNEIDER ELECTRIC SE	<b>76-836-7773</b>	RUE DE BUSCOURT	80200 FEUILLERES	Out of business
SCHNEIDER ELECTRIC SE	<b>39-648-4503</b>	RUE DU COLONEL CONRAD	95150 TAVERNY	Out of business
SCHNEIDER ELECTRIC SE	<b>39-518-5952</b>	3 IMPPAUL LANGEVIN	21300 CHENOVE	Out of business
SCHNEIDER ELECTRIC SE	<b>39-575-5861</b>	QUR MONTPLAISIR	48100 MARVEJOLS	Out of business
SCHNEIDER ELECTRIC SE	<b>39-537-5579</b>	25 RUE DE LA GARE	59970 FRESNES-SUR-ESCAUT	Out of business
SCHNEIDER ELECTRIC SE	<b>76-625-1896</b>	8 RUE THEODORE BOTREL	29200 BREST	Out of business
SCHNEIDER ELECTRIC SE	<b>76-625-1870</b>	20 ROUTE DE SEINE PORT 403	92230 GENNEVILLIERS	Out of business
SCHNEIDER ELECTRIC SE	<b>50-235-6249</b>	11 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE		ROUTE DE MONTPLAISIR	81000 ALBI	Out of business
SCHNEIDER ELECTRIC SE		21 AVENUE DE L ENTREPRISE	95800 CERGY	Out of business
SCHNEIDER ELECTRIC SE		7 CHEMIN SOURCE DE BADUEL	97300 CAYENNE	Out of business

## LEGAL EVENTS

Only noticeable legal events dating from less than 36 months are displayed

## FINANCIAL INFORMATION - INDIVIDUAL FINANCIAL STATEMENT (EURO)

## Auditors

**PRICEWATERHOUSECOOPERS AUDIT: Statutory auditor Date appointed 02-Jun-2022**

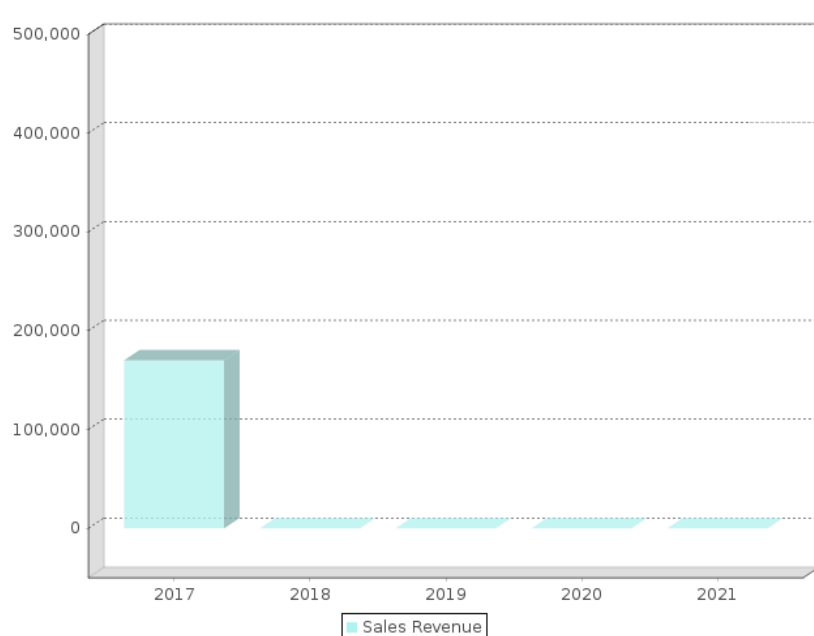
**MAZARS: Statutory auditor Date appointed 02-Jun-2022**

## FINANCIAL SUMMARY

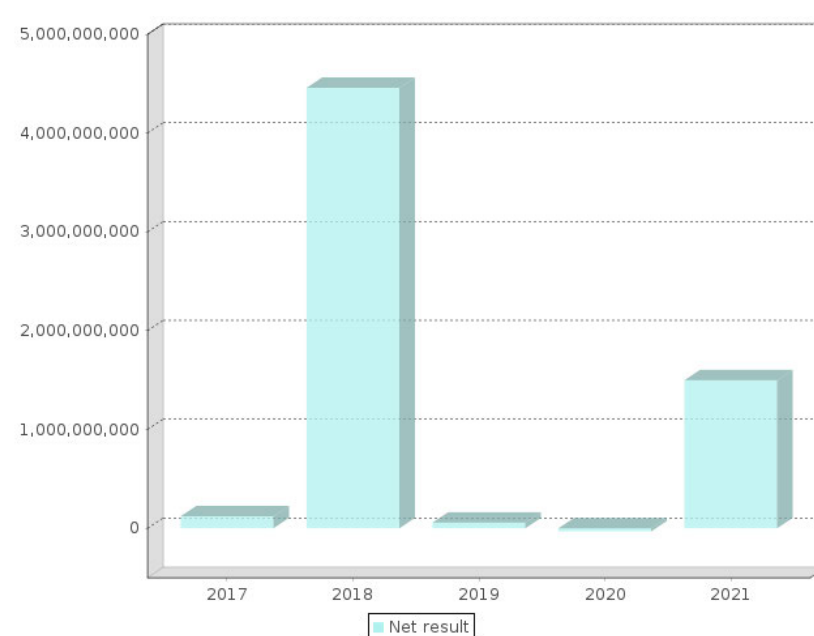
	31-Dec- 2021	31-Dec- 2020	31-Dec- 2019	31-Dec- 2018	31-Dec- 2017
	12 months	12 months	12 months	12 months	12 months
<b>Sales Revenue</b>	0	0	0	0	170,000
<b>Exports</b>	0	0	0	0	0
<b>Operating income</b>	-22,323,000	-16,551,000	-15,448,000	-15,504,000	-13,672,000
<b>FINANCIAL RESULTS</b>	1,459,599,000	-69,719,000	-18,982,000	4,416,533,000	-19,595,000
<b>EXTRAORDINARY RESULT</b>	8,617,000	22,708,000	19,854,000	-10,251,000	5,509,000
<b>Net result</b>	1,498,235,000	-31,273,000	57,108,000	4,457,994,000	121,488,000
<b>Leased Out Furniture/Fixture/Equipment</b>	0	0	0	0	0
<b>Real Estate Leasing</b>	0	0	0	0	0
<b>Accounts receivable</b>	351,799,000	574,675,000	455,460,000	202,000	201,000
<b>Doubtful accounts receivable</b>	0	0	0	0	0
<b>Tangible Net Worth</b>	6,873,791,000	6,606,463,000	9,007,639,000	10,078,809,000	7,893,475,000
<b>Long Term Debt</b>	9,632,386,000	10,345,826,000	7,128,848,000	7,260,333,000	6,956,156,000
<b>Short term debt</b>	115,455,000	113,649,000	86,966,000	157,198,000	82,677,000

<b>CREDITORS</b>	9,747,841,000	10,459,474,000	7,215,815,000	7,417,530,000	7,038,832,000
<b>TOTAL LIABILITIES &amp; NET WORTH</b>	17,057,156,000	17,488,350,000	16,766,738,000	17,574,984,000	14,978,804,000
<b>Working Capital</b>	7,639,621,000	7,552,897,000	6,356,901,000	6,913,025,000	4,138,275,000
<b>Need for Working Capital</b>	412,242,000	640,903,000	492,588,000	-9,953,000	68,636,000
<b>Net Cash inflow/ Financing &amp; Treasury</b>	7,227,378,000	6,911,994,000	5,864,317,000	6,922,977,000	4,069,639,000
<b>Operating Cash Flow</b>	1,362,835,000	-209,921,000	44,356,000	4,476,710,000	127,487,000
<b>Number of Employees</b>	1	1	1	1	2

Evolution of Sales Revenue (EURO)



Profit and Loss Summary (EURO)



KEY FINANCIAL RATIOS

	31-Dec-2021	31-Dec-2020	31-Dec-2019	31-Dec-2018	31-Dec-2017
Operations / profitability	12 months	12 months	12 months	12 months	12 months
<b>Gross Profit ratio (%)</b>	0	0	0	0	100
<b>Operating Profit Margin (%)</b>	0	0	0	0	-6999.41
<b>Cash generation (%)</b>	0	0	0	0	+ de 200
<b>Shareholder's return (%)</b>	21.80	-0.47	0.63	44.23	1.54

	31-Dec-2021	31-Dec-2020	31-Dec-2019	31-Dec-2018	31-Dec-2017
Financial statements	12 months	12 months	12 months	12 months	12 months



<b>Financial strength (%)</b>	40.30	37.78	53.72	57.35	52.70
<b>Total debts / net worth (%)</b>	141.81	158.32	80.11	73.60	89.17
<b>Payroll Weight (%)</b>	N.S.	N.S.	N.S.	N.S.	-31.21
<b>Financial charges Weight (%)</b>	N.S.	N.S.	N.S.	N.S.	-1347.79
<b>Sales per employee (K€)</b>	N.S.	N.S.	N.S.	N.S.	85
<b>Profit per employee (K€)</b>	N.C.	N.C.	57,108	N.C.	60,744

	31-Dec-2021	31-Dec-2020	31-Dec-2019	31-Dec-2018	31-Dec-2017
Short term indicators	12 months	12 months	12 months	12 months	12 months
<b>Collection period ratio (days)</b>	0	0	0	0	361
<b>Days payable outstanding (days)</b>	1	22	24	19	25
<b>Raw materials on sales (days)</b>					
<b>Finished goods on sales (days)</b>					
<b>Inventories to turnover (days)</b>	0	0	0	0	0
<b>Current ratio</b>	66.84	67.03	73.85	44.83	50.68

## MULTIPLE-STEP INCOME STATEMENT

	31-Dec-2021	31-Dec-2020	31-Dec-2019	31-Dec-2018	31-Dec-2017
	12 months	12 months	12 months	12 months	12 months
<b>Sales Revenue</b>	0	0	0	0	170,000
<b>Purchases</b>	0	0	0	0	0
<b>Gross Profit</b>	0	0	0	0	170,000
<b>Gross Profit ratio (%)</b>	0	0	0	0	100
<b>Subcontractors and other external costs</b>	11,317,000	9,666,000	10,079,000	8,887,000	8,071,000
<b>Gross value added</b>	-11,317,000	-9,666,000	-10,079,000	-8,887,000	-7,901,000
<b>Gross Value added ratio (%)</b>	0	0	0	0	-4647.65
<b>Staff costs</b>	1,922,000	2,606,000	4,321,000	3,554,000	2,466,000
<b>Staff costs weight</b>	-16.98	-26.96	-42.87	-39.99	-31.21

<b>Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)</b>	-15,253,000	-14,876,000	-16,012,000	-14,081,000	-11,899,000
<b>Earning before tax, depreciation and amortization</b>	-102,383,000	-127,392,000	-127,651,000	-140,089,000	-118,388,000
<b>Net result</b>	1,498,235,000	-31,273,000	57,108,000	4,457,994,000	121,488,000

## PROFIT AND LOSS ACCOUNTS

	31-Dec-2021	31-Dec-2020	31-Dec-2019	31-Dec-2018	31-Dec-2017
	12 months	12 months	12 months	12 months	12 months
<b>OPERATING INCOME</b>					
<b>Domestic Resale of Goods</b>	0	0	0	0	0
<b>Export Resale of Goods</b>	0	0	0	0	0
<b>Resale of Goods</b>	0	0	0	0	0
<b>Domestic Sale of Manufactured Goods</b>	0	0	0	0	0
<b>Export Sale of Manufactured Goods</b>	0	0	0	0	0
<b>Sale of Manufactured Goods</b>	0	0	0	0	0
<b>Domestic Sale of Services</b>	0	0	0	0	170,000
<b>Export Sale of Services</b>	0	0	0	0	0
<b>Sale of Services</b>	0	0	0	0	170,000
<b>Turnover</b>	0	0	0	0	170,000
<b>Exports</b>	0	0	0	0	0
<b>Sales Revenue</b>	0	0	0	0	170,000
<b>Production carried forward</b>	0	0	0	0	0
<b>Own work capitalized</b>	0	0	0	0	0
<b>Income from subsidies</b>	0	0	0	0	0
<b>Additional Operating Income</b>	0	0	0	0	226,000
<b>Other operating income (1)</b>	0	325,000	2,385,000	174,000	0

<b>Total Operating Income (2)</b>	0	325,000	2,385,000	174,000	396,000
<b>OPERATING EXPENSES</b>					
<b>Total Cost of Goods Sold</b>	0	0	0	0	0
<b>Variation in Inventory</b>	0	0	0	0	0
<b>Cost of Goods Sold</b>	0	0	0	0	0
<b>Change in stocks of finished goods &amp; in work in progress</b>	0	0	0	0	0
<b>Subcontractors and other external costs (3)</b>	11,317,000	9,666,000	10,079,000	8,887,000	8,071,000
<b>Taxes</b>	2,014,000	2,604,000	1,612,000	1,640,000	1,532,000
<b>Wages and salaries</b>	1,922,000	2,606,000	4,321,000	3,554,000	1,670,000
<b>Social charges</b>	0	0	0	0	796,000
<b>Depreciation of fixed assets excluding financial assets</b>	4,943,000	0	0	0	0
<b>Amounts written off fixed assets</b>	0	0	0	0	0
<b>Amounts written off current assets</b>	0	0	0	0	0
<b>Provisions for risks &amp; charges</b>	0	0	0	0	0
<b>Other operating charges</b>	2,127,000	2,000,000	1,821,000	1,597,000	2,000,000
<b>Total operating expenses (4)</b>	22,323,000	16,876,000	17,833,000	15,678,000	14,068,000
<b>Operating income</b>	-22,323,000	-16,551,000	-15,448,000	-15,504,000	-13,672,000
<b>Share of profit of associated companies</b>	0	0	0	0	0
<b>Loss supported or profit transferred on joint ventures</b>	0	0	0	0	0
<b>FINANCIAL INCOME</b>					
<b>Income from participations (5)</b>	1,500,363,000	1,553,000	49,896,000	4,500,507,000	99,792,000
<b>Income from financial fixed assets (5)</b>	0	0	0	0	0

<b>Other interest and similar income (5)</b>	41,008,000	48,010,000	49,863,000	50,725,000	0
<b>Transfer from provisions</b>	0	0	0	0	0
<b>Exchange Gain</b>	0	0	0	0	0
<b>Income from securities</b>	0	0	0	0	0
<b>Total financial income</b>	1,541,371,000	49,563,000	99,759,000	4,551,232,000	99,792,000
<b>FINANCIAL EXPENSES</b>					
<b>Other financial charges</b>	-5,358,000	6,766,000	7,103,000	8,691,000	12,898,000
<b>Interest / other expenses (6)</b>	87,130,000	112,516,000	111,639,000	126,008,000	106,489,000
<b>Exchange Loss</b>	0	0	0	0	0
<b>Loss from Sales of Securities</b>	0	0	0	0	0
<b>Financial Expenses</b>	81,772,000	119,282,000	118,741,000	134,699,000	119,387,000
<b>FINANCIAL RESULTS</b>	1,459,599,000	-69,719,000	-18,982,000	4,416,533,000	-19,595,000
<b>PROFIT FOR THE YEAR BEFORE TAX</b>	1,437,276,000	-86,270,000	-34,430,000	4,401,029,000	-33,267,000
<b>EXTRAORDINARY INCOME</b>					
<b>Exceptional Income</b>	154,000	23,197,000	0	0	0
<b>Extraordinary income on capital transactions</b>	82,512,000	259,907,000	517,512,000	121,000	0
<b>Income from dissolution of provision reserves</b>	149,627,000	280,004,000	375,000	67,000	6,947,000
<b>Total extraordinary income</b>	232,293,000	563,108,000	517,887,000	188,000	6,947,000
<b>EXTRAORDINARY EXPENSES</b>					
<b>Extraordinary expenses on management transactions</b>	126,522,000	185,901,000	0	226,000	1,162,000
<b>Losses from disposal of fixed assets</b>	1,000	219,983,000	515,750,000	311,000	277,000
<b>Other exceptional expenses</b>	97,153,000	134,516,000	-17,717,000	9,902,000	0
<b>Extraordinary charges</b>	223,676,000	540,400,000	498,033,000	10,439,000	1,438,000
<b>EXTRAORDINARY RESULT</b>	8,617,000	22,708,000	19,854,000	-10,251,000	5,509,000
<b>Employees Profit Share</b>	0	0	0	0	0

<b>Tax on profit or loss</b>	-52,342,000	-32,287,000	-71,684,000	-67,216,000	-149,245,000
<b>TOTAL INCOME</b>	1,773,664,000	612,996,000	620,031,000	4,551,594,000	107,135,000
<b>TOTAL CHARGES</b>	275,429,000	644,270,000	562,923,000	93,600,000	-14,353,000
<b>NET INCOME</b>	1,498,235,000	-31,273,000	57,108,000	4,457,994,000	121,488,000
<b>(1) Net income from financial transactions</b>	0	0	0	0	0
<b>(2) Operating Income from Previous Years</b>	0	0	0	0	0
<b>(3) Equipment Leasing</b>	0	0	0	0	0
<b>(3) Leasing assets</b>	0	0	0	0	0
<b>(4) Operating Expenses from Previous Years</b>	0	0	0	0	0
<b>(5) Revenues from Subsidiaries and Affiliated Companies</b>	0	0	0	0	0
<b>(6) Net Interest Related to Affiliated Companies</b>	0	0	0	0	0
<b>DEBT</b>					
<b>Interest Receivable</b>	3,218,096,000	3,982,656,000	3,223,997,000	3,210,570,000	3,178,935,000
<b>Loans to Affiliates</b>	0	0	0	0	0
<b>Other Financial Assets</b>	0	0	0	0	0
<b>Provisions for doubtful debts</b>	0	0	0	0	0
<b>Other accounts receivable</b>	351,799,000	574,675,000	455,460,000	202,000	201,000
<b>Thereof against loan of securities</b>	0	0	0	0	0
<b>Accts Receivable-Employees</b>	0	0	0	0	0
<b>Social security and other welfare receivables</b>	0	0	0	0	0
<b>Income Tax Receivables</b>	0	0	0	0	0
<b>Tax Recoverable</b>	0	0	0	0	0
<b>Other taxes, duties and levies receivables</b>	0	0	0	0	0
<b>Miscellaneous other assets</b>	0	0	0	0	0

<b>Owing / Due From Associated Companies</b>	0	0	0	0	0
<b>Sundry Receivables</b>	136,480,000	129,770,000	102,049,000	106,019,000	110,942,000
<b>Prepaid Expenses</b>	1,151,000	1,280,000	351,000	387,000	1,113,000
<b>TOTAL RECEIVABLES</b>	3,707,526,000	4,688,381,000	3,781,857,000	3,317,178,000	3,291,191,000
<b>Convertible Bonds (1)</b>	650,000,000	650,000,000	0	0	0
<b>Other bonds (1)</b>	7,752,137,000	8,246,269,000	7,062,368,000	6,598,934,000	6,567,300,000
<b>Financial long term debts payable in the year (1)</b>	0	1,302,000,000	0	0	0
<b>Financial debts (1)</b>	80,249,000	0	66,481,000	51,385,000	58,842,000
<b>Miscellaneous Loans (1) (2)</b>	1,150,000,000	84,814,000	0	610,014,000	330,014,000
<b>Trade accounts payable</b>	31,000	680,000	779,000	543,000	635,000
<b>Other amounts payable for remuneration &amp; social security</b>	0	0	0	0	0
<b>Payables To Social Security and Health Insurance</b>	0	0	0	0	0
<b>Income Taxes Payable</b>	0	0	0	0	0
<b>Value Added Tax (VAT)</b>	0	0	0	0	0
<b>Matured bonds, cash guarantees and debentures</b>	0	0	0	0	0
<b>Other taxes and assimilated</b>	109,426,000	107,252,000	80,313,000	151,819,000	77,707,000
<b>Debts on Fixed Asset</b>	0	0	14,000	0	0
<b>Liabilities due to shareholders (2)</b>	0	0	5,762,000	0	0
<b>Other debts (including debts related to repo transactions)</b>	5,998,000	5,677,000	0	4,682,000	4,128,000
<b>Payables on Borrowed Shares</b>	0	0	0	0	0
<b>Deferred income</b>	0	40,000	98,000	154,000	207,000
<b>Total debts</b>	9,747,841,000	10,396,732,000	7,215,815,000	7,417,530,000	7,038,832,000
<b>Total long term debts payable in the year</b>	2,103,316,000	2,100,463,000	653,447,000	1,468,827,000	1,221,518,000

<b>(1) Loans</b>	0	0	0	6,447,000,000	0
<b>(1) Repayment of existing borrowings</b>	0	0	0	6,167,000,000	0
<b>(2) Loans and Other Debts Due To Members</b>	0	0	0	0	0

## BALANCE SHEET

	31-Dec-2021	31-Dec-2020	31-Dec-2019	31-Dec-2018	31-Dec-2017
<b>ASSETS</b>	12 months	12 months	12 months	12 months	12 months
<b>Unpaid capital</b>	0	0	0	0	0
<b>FIXED ASSETS</b>					
<b>Organization expenses</b>	0	0	0	0	0
<b>Research and development</b>	0	0	0	0	0
<b>Concessions, patents, licenses, trade marks and similar rights</b>	0	0	0	0	0
<b>Goodwill</b>	0	0	0	0	0
<b>Other intangible assets</b>	0	0	0	0	0
<b>Advance payment made on intangible assets</b>	0	0	0	0	0
<b>Land</b>	2,784,000	2,785,000	2,785,000	2,932,000	2,932,000
<b>Buildings</b>	0	0	0	0	0
<b>Plant, machinery &amp; equipment, net</b>	0	0	0	0	0
<b>Other Tangible Assets</b>	1,221,000	1,226,000	1,226,000	1,226,000	1,226,000
<b>Assets Under Construction</b>	0	0	0	0	0
<b>Advance payments, construction in progress</b>	0	0	0	0	0
<b>Associated entities &amp; affiliates valuation based on equity method</b>	0	0	0	0	0
<b>Long Term Investments</b>	5,357,631,000	5,346,631,000	5,485,708,000	5,485,704,000	5,485,704,000
<b>Loans to group companies</b>	3,218,096,000	3,982,656,000	3,223,997,000	3,210,570,000	3,178,935,000

<b>Shares and other fixed-interest securities</b>	637,409,000	457,964,000	1,518,493,000	1,727,117,000	2,043,475,000
<b>Loans</b>	0	0	0	0	0
<b>Other financial assets</b>	10,000	10,000	10,000	0	0
<b>TOTAL LONG TERM ASSETS</b>	9,217,152,000	9,791,272,000	10,232,220,000	10,427,549,000	10,712,272,000
<b>CURRENT ASSETS</b>					
<b>Raw materials &amp; supplies</b>	0	0	0	0	0
<b>Work in progress (Goods)</b>	0	0	0	0	0
<b>Work in progress (Services)</b>	0	0	0	0	0
<b>Unfinished Goods/Finished Goods</b>	0	0	0	0	0
<b>Finished goods</b>	0	0	0	0	0
<b>Payments on account</b>	0	0	0	0	0
<b>Accounts receivable</b>	351,799,000	574,675,000	455,460,000	202,000	201,000
<b>Other Receivables</b>	136,480,000	129,770,000	102,049,000	106,019,000	110,942,000
<b>Subscribed capital unpaid</b>	0	0	0	0	0
<b>Securities and bonds</b>	348,250,000	389,727,000	450,723,000	22,940,000	101,689,000
<b>Cash</b>	6,879,128,000	6,522,267,000	5,413,594,000	6,900,037,000	3,967,950,000
<b>Prepaid Expenses</b>	1,151,000	1,280,000	351,000	387,000	1,113,000
<b>TOTAL CURRENT ASSETS</b>	7,716,808,000	7,617,719,000	6,422,177,000	7,029,585,000	4,181,895,000
<b>EQUALIZATION ACCOUNTS</b>					
<b>Deferred charges and prepaid expenses</b>	17,021,000	21,933,000	14,568,000	14,435,000	15,141,000
<b>Premiums &amp; similar</b>	21,246,000	26,894,000	7,123,000	26,201,000	23,916,000
<b>Regularisation Account</b>	84,928,000	30,533,000	90,653,000	77,214,000	45,581,000
<b>TOTAL ASSETS</b>	17,057,156,000	17,488,350,000	16,766,739,000	17,574,984,000	14,978,805,000

	31-Dec-2021	31-Dec-2020	31-Dec-2019	31-Dec-2018	31-Dec-2017
<b>LIABILITIES</b>	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>
<b>NET WORTH</b>					
<b>Capital stock (1)</b>	2,276,134,000	2,268,274,000	2,328,274,000	2,316,675,000	2,387,665,000



<b>Additional Paid In Capital / Capital Surplus</b>	2,411,613,000	2,203,758,000	3,133,188,000	2,976,940,000	5,147,245,000
<b>Revaluation surpluses (2)</b>	0	0	0	0	0
<b>Statutory reserves (3)</b>	243,027,000	243,027,000	243,027,000	243,027,000	243,027,000
<b>Reserves</b>	0	0	0	0	0
<b>Legal reserves (3)</b>	0	0	0	0	0
<b>Other reserves</b>	0	0	0	0	0
<b>(Reserve for purchasing original works of living artists )</b>	0	0	0	0	0
<b>Retained earnings</b>	444,780,000	1,922,675,000	3,246,040,000	84,171,000	-5,951,000
<b>RETAINED PROFIT/ (LOSS)</b>	1,498,235,000	-31,273,000	57,108,000	4,457,994,000	121,488,000
<b>Investment grants</b>	0	0	0	0	0
<b>Other provisions</b>	2,000	2,000	2,000	2,000	2,000
<b>NET WORTH</b>	6,873,791,000	6,606,463,000	9,007,639,000	10,078,809,000	7,893,475,000
<b>OTHER SHAREHOLDERS EQUITY</b>					
<b>Income from issues of equity loans</b>	0	0	0	0	0
<b>Unspecified net worth</b>	0	0	0	0	0
<b>TOTAL OTHER RESERVES</b>	0	0	0	0	0
<b>PROVISION FOR LIABILITIES AND CHARGES</b>					
<b>Provision/Reserve - Contingencies</b>	350,596,000	391,880,000	452,634,000	1,432,000	916,000
<b>Provision/Reserve - Expenses</b>	0	0	0	0	0
<b>PROVISIONS &amp; DEFERRED TAXES</b>	350,596,000	391,880,000	452,634,000	1,432,000	916,000
<b>CREDITORS</b>					
<b>Convertible loans</b>	650,000,000	650,000,000	0	0	0
<b>Secured Loans</b>	7,752,137,000	8,309,012,000	7,062,368,000	6,598,934,000	6,567,300,000
<b>Bank Loans (5)</b>	80,249,000	1,302,000,000	66,480,000	51,385,000	58,842,000
<b>Other loans</b>	1,150,000,000	84,814,000	0	610,014,000	330,014,000
<b>(Equity loans)</b>	0	0	0	0	0

<b>Payments received on accounts of orders</b>	0	0	0	0	0
<b>Suppliers</b>	31,000	680,000	779,000	543,000	635,000
<b>Taxes &amp; Social Security</b>	109,426,000	107,252,000	80,313,000	151,819,000	77,707,000
<b>Debts on Fixed Asset</b>	0	0	14,000	0	0
<b>Other debts</b>	5,998,000	5,677,000	5,762,000	4,682,000	4,128,000
<b>Income stated in advance (4)</b>	0	40,000	98,000	154,000	207,000
<b>CREDITORS</b>	9,747,841,000	10,459,474,000	7,215,815,000	7,417,530,000	7,038,832,000
<b>Regularisation Account</b>	84,928,000	30,533,000	90,650,000	77,213,000	45,581,000
<b>TOTAL LIABILITIES &amp; NET WORTH</b>	17,057,156,000	17,488,350,000	16,766,738,000	17,574,984,000	14,978,804,000
<b>(1) Revaluation of Capital</b>	0	0	0	0	0
<b>(2) Special reserves (1959)</b>	0	0	0	0	0
<b>(2) Differences from Revaluation of Assets and Liabilities</b>	0	0	0	0	0
<b>(2) Revaluation reserve (1976)</b>	0	0	0	0	0
<b>(3) Legal Reserve Of Retained Capital Gain</b>	0	0	0	0	0
<b>(4) Other current liabilities incl. accruals and defered income</b>	0	0	0	0	0
<b>(5) Bank Loan</b>	0	0	0	0	0

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## Section 6: Cost



### A. Unit Price Book

**1. Provide coefficient for Monday through Friday normal working works**

Monday through Friday during normal working hours is standard practice and therefore is no coefficient or increase associated with this type of work

**2. Provide coefficient for after hours, weekends and holidays, etc.**

After hours, weekends and holiday work is largely dependent on the type of work being performed and as such, is project specific. We go to great lengths to work around the customer’s schedule and many installations require after hours/weekend work, so we schedule our resources accordingly, often with no coefficient or increase. If there are increased labor costs for alternate work hours, we will discuss those with the customer and come to agreement mutually acceptable to both parties.

**3. Provide coefficient for Davis Bacon wages**

For projects that require Davis Bacon we will use all required prevailing wage / Davis Bacon rates for the specific wage category in the specific county or area of the state.

**4. Provide any location adjustment multipliers**

As a national ESCO with offices in all the markets we serve, remote travel is standard practice and as such there is no location adjustment multiplier for our projects.



### B. Open Book Pricing

**1. Provide overhead and profit multipliers**

For each of our projects we aim to make 10% profit.

**2. Open Book Pricing shall include:**

**2.1 Direct costs – Subcontractor(s)**

Yes, we will include direct subcontractor costs in our open book pricing, as requested by the purchasing entity.

**2.2 Project Specific General Conditions**

[Redacted]

**2.3 Overhead and Profit multiplier**

[Redacted]



**C. Additional Costs**

Provide pricing for services not related to construction cost above and that are describe within your response to this RFP. Include any of the services below or other services:

1. **Study/Investment Grade Audit**

[Redacted]

2. **Design Services**

[Redacted]

3. **Engineering Services**

[Redacted]

4. **System Commissioning**

[Redacted]

5. **Training**

[Redacted]

6. **Consulting**

[Redacted]

7. **Other Auditing Services**

[Redacted]



