

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/24/22

Contract/Lease Control #: C22-3192-FM

Procurement#: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: SYSTEM SPECIALIST, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/01/2022

Expiration Date: 03/31/2025

Description of: FACILITY TECHNOLOGY INTEGRATION & SECURITY SYSTEM SERVICES

Department: FM

Department Monitor: HENDRICK

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: BHENDRICK@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4608-22

Procurement/Contractor/Lessee Name: SSI Grant Funded: YES \_\_\_ NO X

Purpose: Piggyback agreement

Date/Term: 3-31-2025

Department #: 0112

Account #: 546041

Amount: 110,000

Department: FM Dept. Monitor Name: Hendrick

1.  GREATER THAN \$100,000

2.  GREATER THAN \$50,000

3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

John M Date: 5-27-22

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_

\_\_\_\_\_  
Grants Coordinator Suzanne Ulloa Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached 5-27-22 Date: \_\_\_\_\_

\_\_\_\_\_  
Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 6-6-22

\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_



## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Monday, June 6, 2022 4:34 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Kristina LoFria  
**Subject:** Re: SSI Piggyback

This is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Friday, May 27, 2022 12:59 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Kristina LoFria  
**Subject:** SSI Piggyback

Good afternoon,  
Please review and approve.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)



## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Friday, May 27, 2022 12:48 PM  
**To:** DeRita Mason  
**Subject:** RE: SSI Piggyback

DeRita,

Good afternoon, this is approved by Risk, for insurance purposes:

Thank You

*Kristy LoFria*

Okaloosa County BOCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:*  
<http://www.myokaloosa.com/wellness>

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, May 27, 2022 11:59 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>  
**Subject:** SSI Piggyback





**CONTRACT #: C22-3192-FM  
SYSTEM SPECIALIST, INC.  
FACILITY TECHNOLOGY INTEGRATION  
& SECURITY SYSTEMS SERVICES  
EXPIRES: 03/11/2025**

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**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT  
BETWEEN OKALOOSA COUNTY, FLORIDA AND  
REGION 4 EDUCATION SERVICE CENTER AND SCHNEIDER ELECTRIC  
BUILDINGS AMERICAS, INC./SYSTEM SPECIALIST, INC.  
NO. R220703**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide Facility Technology Integration for Okaloosa County (the "Services"). Under the same terms and conditions as the agreement between Region 4 Education Service Center and Schneider Electric Buildings Americas, Inc./System Specialist, Inc. ("Contractor"), Contract Number R180902 (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of March 31, 2025, which Agreement resulted from a competitive procurement. The Contractor will bill the County for all charges on a quarterly basis. Upon receipt of invoices, the County should pay the Contractor within thirty (30) days.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to "Region 4 Education Service Center" or shall be substituted with "Okaloosa County, Florida".

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement or the contract shall be the appropriate state court in Okaloosa County, Florida, in any such action, Florida law shall apply.

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a





reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The Contractor agrees to waive any and all arbitration requirements list in the contract.

Agreed, accepted and consented to the 8 day of June, 2022.

**SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC,  
SYSTEM SPECIALIST, INC.**

*Jack D Bilby*  
Signature

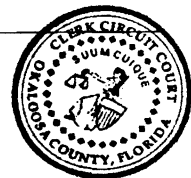
TITLE: SERVICE Manager

Jack D Bilby  
Print Name

**OKALOOSA COUNTY, FLORIDA**

BY: *Mel Ponder*  
Mel Ponder, Commissioner

BY: *J.D. Peacock*  
J.D. Peacock, II, Clerk







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The Contractor agrees to waive any and all arbitration requirements list in the contract.

Agreed, accepted and consented to the 8 day of June, 2022.

**SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC,  
SYSTEM SPECIALIST, INC.**

*Paul Bilby*  
Signature

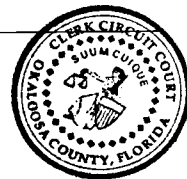
TITLE: SERVICE Manager

Jack D Bilby  
Print Name

**OKALOOSA COUNTY, FLORIDA**

BY: *Mel Ponder*  
Mel Ponder, Commissioner

BY: *J.D. Peacock, II*  
J.D. Peacock, II, Clerk





**ATTACHMENT "A"**  
**The Agreement**

# Systems Specialists, Inc.

| 850-549-3013 | <http://www.ssifa.com> |  
114 East Wright Street, Pensacola, FL



PROPOSAL SUBMITTED TO: Okaloosa County Maintenance	CUSTOMER #: SO# PO#	DATE: 05/23/2022
ATTN: Randy Overly 5489 Old Bethel Road	JOB NAME: Okaloosa County Annual Preventive Maintenance Contract	
CITY, STATE AND ZIP : Crestview, FL 32539-3126	JOB LOCATION: Okaloosa County, FL	
PHONE #: 850-689-4698 CELL #:	Email:	FAX#: (xxx)-

**We propose the following:**

Annual Preventive Maintenance contract for the below listed buildings. This will include the testing of the control system as related to the equipment and calibrating all temperature sensors annually. Any issues will be reported and necessary repairs will be quoted to Okaloosa county Maintenance. All work will be scheduled through the Okaloosa County Maintenance Supervisor. All programs will be backed up annually. This will also include air flow test at the Jail for each cell annually.

(1) County Jail	120 hrs x 125= \$15000.00
(2) Ft Walton Annex Courthouse	160hrs x 125= \$20000.00
(3) Emergency Operation Center	40 hrs x 125= \$5000.00
(4) Emerald Coast Convention Center	64 hrs x 125= \$8000.00
(5) Fiber Hubs (North / South)	8 hrs x 125= \$1000.00
(6) Okaloosa Transit Bldg	64 hrs x 125= \$8000.00
(7) Okaloosa County Administration Bldg	125 hrs x 125 = \$15625.00
(8) Water & Sewer Bldg	80 hrs x125= \$10000.00
(9) Crestview Courthouse	56 hrs x 125= \$7000.00

**QUARTERLY TOTAL: \$22,406.25**

**TOTAL for the Proposal: Eighty Nine Thousand Six Hundred Twenty Five Dollars: (\$89,625.00)**

**Notes:** All Schneider parts shall be invoiced using a 36% discount off list price.  
All other parts are at the rate of 1.45 x cost.  
All parts shall be listed with price for part, discount or rate and then total amount invoiced.  
Service rates shall be \$125.00 for regular time (7 to 4 pm) Monday thru Friday, all other time is time and a half

**TERMS: Payment will be billed upon completion of the above described work.**

I have the authority to order the above described work. In the event this proposal is placed for collection, I agree to pay all cost of collection, including attorney's fees and interest as allowed under Florida Statute.

All work to be completed in a workmanlike manner according to standard practices. Warranty is one year from completion date.

Proposed by: Jack D Bilby

Date 23-May-22

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

Acceptance of Proposal -- The above prices and scope of work are satisfactory and are accepted. Payment will be made in accordance with terms outlined above.

Accepted by

Date



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

**Contract # R220703**

*for*

**Facility Technology Integration & Security System Services**

*with*

**Schneider Electric Buildings Americas, Inc.**

**Effective: April 1, 2022**

# Systems Specialists, Inc.

| 850-549-3013 | <http://www.ssifa.com> |  
114 East Wright Street, Pensacola, FL



PROPOSAL SUBMITTED TO: Okaloosa County Maintenance	CUSTOMER #: SO# PO#	DATE: 05/23/2022
ATTN: Randy Overly 5489 Old Bethel Road	JOB NAME: Okaloosa County Annual Preventive Maintenance Contract	
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Proposed by: Jack D Bilby

Date 23-May-22

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

Acceptance of Proposal -- The above prices and scope of work are satisfactory and are accepted. Payment will be made in accordance with terms outlined above.

Accepted by

Date

The following documents comprise the executed contract between the Region 4 Education Service Center and Schneider Electric Buildings Americas, Inc., effective April 1, 2022:

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



## CONTRACT

*This Contract ("Contract") is made as of April 1, 2022 by and between Schneider Electric Buildings Americas, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facility Technology Integration & Security System Services ("the products and services").*

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-07 for Facility Technology Integration & Security System Services ("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, TX 75006

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name James Mylett

Title SVP, Digital Buildings

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R220703

Initial Contract Term April 1, 2022 to March 31, 2025

Margaret S. Bass 2/22/2022  
Region 4 ESC Authorized Board Member Date

Margaret S. Bass  
Print Name

Linda Tinnerman 2/22/2022  
Region 4 ESC Authorized Board Member Date

Linda Tinnerman  
Print Name



# Region 4 Education Service Center

Response to Request for Proposal for  
Facility Technology Integration & Security System Services  
Solicitation Number 22-07

January 11, 2022



## Executive Summary

Schneider Electric is pleased to submit the following proposal and documentation detailing our credentials to support OMNIA Partners Members as it relates to RFP 22-07 for a Facility Technology Integration & Security System Services provider. 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. For each and every project, we select a Best-of-Class Solution, as well as a Best-of-Class Execution Team to ensure your goals are met or exceeded.

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 is able to help 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 for Schneider Electric is the fact that we are both a manufacturer and an authorized re-sellers of many products. As such we are in a position to support the OMNIA Partners Members with a variety of products from design, installation to warranty and support. We have the ability to work directly with clients to ensure project goals are met, standards are established, and quality is tightly managed. We have a deep knowledge of integrated solutions and have the ability to adjust solutions as project requirements or client goals change, thus enabling us to meet the everchanging needs of our customers.

We are confident that we can provide the best overall solution for the membership should we be given the opportunity. Additionally the solution being proposed is readily available today and is considered standard and off the shelf.

Sincerely,



Chas Reynolds

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**Tab 1 Draft Contract and Offer and Contract Signature Form  
(Appendix A)**

Please find the signed draft contract in the additional attachments section of this response.

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.

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") 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 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.

- 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 \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized signature \_\_\_\_\_

**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

**a) Terms and Conditions Acceptance Form (Appendix B)**

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.

### 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 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.

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 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"

### 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.

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)

**Tab 2 Product / Pricing**

- i. Offerors shall provide pricing based on a discount from a price list or catalog (or major items of equipment purchased and installed by Offeror with a breakout of manufacturers' catalog price along with discount off list price), 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, they different percentages are specified. 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. The discount proposed should remain the same for the first 12 months after the contract award. 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. Describe how Offeror will address, at a minimum, the areas defined in the Project Scope.**

With a solid base in Building Systems and Services, Schneider Electric is regarded as a leading company for systems integration in buildings and has a proven track record of being innovative leaders in our industry. We transform subsystems into complete solutions, which give maximum value to customers offering integrated solutions and technical support for all aspects of buildings including comfort, security, energy, lighting and alarm systems, as well as turnkey precision environments in laboratories and clean rooms.

Following is an extensive list of our scope of services for buildings, water and wastewater.

## 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

### 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

### 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



### 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

### Lighting Systems

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

### 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

### 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

### Renewable Energy

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



### 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	Distribution System	Water Meters
Plant Optimization	Pumping	AMR
Chemical Treatment	High Service Pumping	AMI
Clarification	Pipe Replacements	Testing
Sludge Management	Fire Hydrant Exercising	Replacements
Sludge Disposal	Valve Turning	Leak Detection
Backwash Pumping	VFD	Billing
Disinfection		

## Schneider Electric Energy and Sustainability Services: Wastewater

Treatment Plants	Collection System	Cogeneration
Capacity Evaluation	Pumping	Bio Gas generation
Capacity Expansion	Infiltration & inflow	Biogas Retail
Treatment Processes	Sewer Replacement	Cogeneration
Process Optimization	Manhole Rehabilitation	
Energy Management	VFD	
Biosolids Management		
Class A or B Biosolids Generation		
Aeration		
Digestion		
Clarification		
Pumping		

**iv. Provide any applicable Burden 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

**v. Describe if pricing is available for all products and services?**

Pricing is available on all active product.

**vi. Describe any shipping charges.**

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

**vii. Describe any ancillary cost or additional freight costs for orders placed outside the Continental US.**

The ancillary cost or additional freight costs will be determined at the time of order based on destination.

- viii. If Offeror has retail stores, describe appropriate procedures in place to ensure contract pricing on all product and/or services to Participating Public Agencies.**

Not applicable

- ix. 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.

- x. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, growth, annual spend, guaranteed spend, etc.**

Not applicable.

- xi. Describe how customers verify they are receiving Contract pricing.**

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

**xii. Describe payment methods offered.**

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.

**xiii. 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.

**xiv. Describe how future product introductions will be priced and align with Contract pricing proposed.**

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

**xv. Provide any additional information relevant to this section.**

No additional information.

**Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the 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.

## Tab 3 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.***

### Exhibit A

#### Response for National Cooperative Contract

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#### 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.

#### 1.1 Requirement

Region 4 Education Service Center (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 Facility Technology Integration & Security System Services. 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 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.

## 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).

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$30M 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.

### 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 as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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.

### 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.

## 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.

### 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.

### 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.

### 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.

**OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT  
FACILITY TECHNOLOGY INTEGRATION & SECURITY SYSTEM SERVICES  
ADDENDUM TO BE SIGNED BY PUBLIC AGENCIES**

This Addendum ("Addendum") is entered this \_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, ("Participating Public Agency") and **Schneider Electric Buildings Americas, Inc.** ("Contractor") and supplements the terms and conditions of the **Region 4 Education Service Center Cooperative Purchasing Agreement** ("Cooperative Agreement") entered into on \_\_\_\_\_ between the Contractor and **Region 4 Education Service Center**. The parties to this Addendum, agree to make the additions outlined below and these additions shall be made valid as if they are included in the Cooperative Agreement.

1. 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. The Participating Public Agency 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 for such taxes and/or fees according to state and local statute, unless the Participating Public Agency furnishes the Contractor at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.
2. 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 the Participating Public Agency has concerns related to ethics, compliance or Contractor's Code of Conduct ("Trust Charter"), and/or any potential violations of these policies, the Participating Public Agency 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 the Participating Public Agency 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>.
3. 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. The Participating Public Agency 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. The Participating Public Agency 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.
4. Cybersecurity.
  - a. The Participating Public Agency's Obligations for Its Systems. The Participating Public Agency 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, The Participating Public Agency shall at a minimum:
    - i. have qualified and experienced personnel with appropriate expertise in cybersecurity maintain the Participating Public Agency's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to The Participating Public Agency's Systems or The Participating Public Agency's industry;

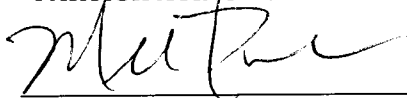


- ii. promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Contractor's security notification webpage at: <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to The Participating Public Agency;
  - iii. regularly monitor its Systems for possible Cyber Threats;
  - iv. regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
  - v. 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.
- b. The Participating Public Agency's Use of the Deliverables. Contractor may release Updates and Patches for its Deliverables from time to time. The Participating Public Agency 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. The Participating Public Agency understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or The Participating Public Agency'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.
- c. Identification of Cyber Threats. If The Participating Public Agency identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which Contractor has not released a Patch, The Participating Public Agency 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](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 The Participating Public Agency; provided, however, Contractor shall not publicly disclose The Participating Public Agency's name in connection with such use or the Feedback (unless The Participating Public Agency consents otherwise). By submitting Feedback, The Participating Public Agency represents and warrants to Contractor that The Participating Public Agency has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Contractor t such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

Except as provided for herein, all other terms of the Cooperative Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Cooperative Agreement to be signed by their duly authorized representatives.

**PARTICIPATING PUBLIC AGENCY**



\_\_\_\_\_  
 Signature  
 Mel Ponder  
 \_\_\_\_\_  
 Name  
 Chairman  
 \_\_\_\_\_  
 Title



**SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.**

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

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Date

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Date

### 3.0 SUPPLIER RESPONSE

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

#### 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. In short, we offer the backing and stability of a large company.

Schneider Electric offers an approach that extends beyond standard performance contracting services. We'll help our client realize their vision and accomplish their 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.

## B. Total number and location of salespersons employed by Supplier.

## Sales Staff:

<u>Location</u>	<u>QTY</u>	<u>Location</u>	<u>QTY</u>
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	1	US Virgin Islands	*

\*Means this area is supported by a remote employee.

## Digital Energy North American Regional Contacts

**Vice President**  
**Justin Lavoie**  
C: 732-921-3444

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**V.P. Sales U.S.**  
**Alexis Hart**  
Cell: 201-481-1773

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**Channel Development**  
**Business Leader**  
**Stacy Igmell**  
Cell: 214-906-0339

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**Business Unit Controller**  
**Taylor Adams**  
Office: 615-844-8409

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**Accounts Receivable**  
**Kevin Ferguson**  
Office: 847-271-5714

**West – Director**  
**Kyle Meyer**  
Cell: 214-364-0262

**South – Director**  
**Paige Perilloux**  
Cell: 813-947-8272

**Canada - Director**  
**Vincenzo Marcovecchio**  
Cell: 514-805-3691

**Midwest – Director**  
**Kyle Meyer**  
Cell: 214-364-0262

**Northeast – Director**  
**Paige Perilloux**  
Cell: 813-947-8272

Please see the below list of Schneider Electric Buildings Americas, Inc EcoXpert Partners (“authorized distributors”). This list is subject to change.

Accurate Electric Unlimited
ACS Controls Corporation
Advanced Automated Systems, Inc.
Advanced Control Corporation
Ainsworth Inc.
Aireko Services & Installation, LLC
Alaska Integrated Services, Inc.
Albireo Energy - AL
Albireo Energy - DEN
Albireo Energy - LA
Albireo Energy, LLC
Alliance Mechanical Inc.
Alpha Controls & Services, LLC
Alpha Controls & Services-WI
Alpha Mechanical Service, Inc.
Amber Mechanical Contractors, Inc. dba Total Automation Concepts

Arctic Cooling Systems, Inc
Argent Associates, Inc.
ArkLaTex Mechanical Services, LLC
Armistead Mechanical, Inc./ AMI Services, Inc.
Athena Engineering, Inc.
Automated Building Systems Inc.
Automated Control Logic, Inc.
Automated Control Systems, Inc.
Automatic Controls Engineering Corporation
Baker Mechanical, Inc. dba Baker Group
BAS Control Systems LLC
Basix Automation Integrators, Inc.
BCM Controls Corporation
Benchmark Automation & Controls
Bernhard MCC LLC, Inc.
Bernie J. Buchner, Inc.

Bier, T. M. & Associates, Inc.
Building Control Solutions, LLC
Building Control Systems, Inc.
C & C Building Automation Company, Inc.
C & C Sales dba C & C Group - KS
C & C Sales dba C & C Group - MO
Calvary Industries, Inc.
Carl T. Madsen, Inc. dba Sound Energy Systems
Cavotec INET US Inc.
Climate Systems, Inc.
CM3 Building Solutions, Inc.
Collins Automation , LLC
Colonial Webb Contractors Company
Colt Systems & Solutions LLC
Combustion Service & Equipment Company
Comfort Systems USA Cincinnati
Comfort Systems USA Cleveland
Comfort Systems USA Columbus
Comfort Systems USA Kentucky
Commercial Air, Inc.
Commercial Control Systems, Inc.
Complete Building Services
Conserve Thru Control, Inc.
Control & Equipment Co of El Paso Inc.
Control Installations of Iowa, Inc.
Control Masters, Inc.
Control Services, Inc.
Control Solutions Northwest, Inc.
Control Sources, LLC
Control Systems, Inc.
Control Technologies, Inc. (Contech)
Controls Unlimited, Inc.
Convergence Wireless, Inc.
Convergint Technologies, LLC
CS3, Inc. -Jackson
CS3, Inc. -Memphis
C-Tech, Inc.
CTG Security Electronics LLC
DataVox, Inc
Day Automation Systems, Inc.
Direct Digital Concepts
Divco, Inc.
DP Air Corporation

Dynamic Controls Kansas City
Dynamic Controls, Inc.
Dynamic Controls, Inc. Colorado
Dynamic Controls, Inc. Wyoming
ECC Control Systems, Inc
Egan Automation Company
EHC Industries Limited dba MODOFFICE
EKTOS, Inc. (formerly Robinson Solutions)
Emcor Service Integrator Solutions North
Emcor Service Integrator Solutions South
Emcor Services Aircond - Smyrna
EMCOR Services- Mesa Energy
EMCS, Inc.
ENE Systems of New Hampshire
ENE Systems, Inc.
Energy Conservation and Supply Inc
Energy Control Inc.
Energy Management of Facilities Inc.
Energy Tech Systems Inc.
Ener-Tel I Services, LLC.
Engineered Services, Inc.
Entech - Logical Building Systems
Entech Sales & Service - Austin
Entech Sales & Service - Haltom City
Entech Sales & Service - Houston
Entech Sales & Service Inc.
Entech Sales & Service Inc. - San Antonio
Environmental Automation Inc.
Environmental Systems Corp.
Environmental Systems, Inc.
Estes Energy Systems, Inc.
Facility Automation Solutions, Inc.
Facility Engineering Services Corporation
Facility Improvement Corporation
Facility Performance LLC
Faith Technologies, Inc
Fidelity Engineering Corporation
First Alarm
FIT Optimized Solutions, LLC
FMC Technologies, Inc.
Future Controls Inc.
Global Power Technologies
Grand Valley Automation Inc.
Havel Brothers, Division of Shambaugh & Son, L.P.

HMS Commercial Service, Inc.	Protec, Inc.
Huron Valley Electric	Pueblo Mechanical and Controls LLC
Illingworth-Kilgust Mechanical, Inc. - dba EMCOR Services Integrated Solutions	PURfx, Inc.
inControl, Inc. ((RI)	Quad City Control Company
Industrial Systems, Inc.	Qubits Energy, LLC
Ingemel S.A. LLC	Retrofit Service Company Inc.
Intelli-Tec Security Services, Inc.	Richmar Controls and Service Company, Inc.
Intraworks - Albuquerque	Rixon Custom Equipment Co.
Jersey State Controls	Robert Lloyd Sheet Metal, Inc.
Kain Energy Corporation	Roth Bros, Inc.
KDC, Inc. Db Dynalectric	Roth Southeast (West FL)
Knight Watch, Incorporated	RTEK Refrigeration & Electrical Services Limited
KT Power Systems, Inc	Sandifer Engineering & Controls, Inc.
Louisiana Controls, Inc.	Sass-Moore Service Corporation
Mason & Barry, Inc.	SCR (St Cloud Refrigeration)
MC2, Inc.	SecureVision, Inc. dba Intelligent Building Solutions, Inc.
Mechanical Automated Control Systems, Inc. - Memphis	Security Instruments Corp.
Mechanical Automated Control Systems, Inc. - Nashville	Security Technologies, Inc.
Mechanical Controls & Maintenance, Inc.	SERVICIOS ELECTROMECHANICOS RODRIGUEZ SANTOS (SERTOS)
Mechanical Services, Inc/ Maine Controls	Sienna Systems Corporation
Mechanical Technology, Inc.	SNE Building Systems, Inc.
Mesa Automation Systems, Inc.	Solutions i3, LLC
Motor City Electric Technologies, Inc.	Southland Controls LLC
MRSE LLC, d/b/a Roth Southeast	Southland Industries
Netsian Technologies Group	Spry OSI, Inc.
North American Mechanical, Inc.	Stay Safe Mechanical
NRG Controls North, Inc.	Storer Equipment Company Ltd.
NRG Controls, Inc.	Systems 4, Inc.
NRK, Inc.	Systems Northwest
Ontario Refrigeration Service, Inc.	Systems Specialists, Inc.
Optimum Controls Corporation	TBS Controls, LLC
Optimum Management, Inc.	Technical Building Services, Inc.
OtisAir Conditioning	Terry Service, Inc
Paape Energy Services	The Tri-M Group, LLC
Paxton Controls Corporation	Thermal Concepts, Inc.
Pipe Systems Mechanical	Total Mechanical, Inc
Powell, Inc.	TRANSFERTEC INGENIERIA S.A.
PQ Energy Services, Inc.	Triton Concepts Inc
Precision Control Systems Inc.	U & S Services, Inc.
Precision Control Systems of Chicago Inc.	UHL Company, Inc.
Precision Environments, Inc.	United Electric Supply Company, Inc
Premier Mechanical Contracting LLC	
Progressive Technologies, Inc.	

Universal Protection and Maintenance Corporation
Utah - Yamas ID
Utah - Yamas NV
Utah - Yamas UT
Visotek Corporation
VTI Security Integrators
W.J. O'Neil Company

Wade Company
Wadsworth & Associates, Inc.
Walters Controls, Inc.
Westover Controls Corporation
Wholesale Controls International
Xpect Solutions

**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.

FEIN number is: 75-2066352  
 D&B number is: 15-469-5530

**E. Describe any green or environmental initiatives or policies.**

Sustainability isn't just a buzzword to us. It is our passion, which is why we want to partner with Region 4 Education Service Center to achieve your environmental and sustainability goals. As your partner, we can help you meet emissions reduction targets or achieve carbon neutrality as part of your performance outcomes.

Climate action is also becoming increasingly pertinent to attracting and retaining students, staff, and research grants, as well as meeting regulatory requirements. This requires deep domain expertise in areas of energy supply, demand-side energy management, and decarbonization to navigate the complexities of an evolving energy and sustainability landscape. From replacing traditional energy supply with renewables to building microgrids, Schneider Electric has more than 2,000 experts in over 10 countries dedicated to help you do just that. Our purpose is to empower everyone to make the most of their energy and resources, bridging progress and sustainability for all. At Schneider, we call this Life is On. (<https://www.se.com/ww/en/purpose/>).



Schneider Electric is the largest advisor of negotiated power purchase agreements (PPAs) in the world with 60% of US market share.

We have also helped our customers save or avoid 800 million tons of CO<sub>2</sub> emissions since 2018.



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 CO<sub>2</sub> offsets)
- By 2040: carbon neutral products
- By 2050: net-zero supply chain (no CO<sub>2</sub> offsets)

In 2021, we were proud to be **awarded #1 Most Sustainable Company in the world** by Global Knights. For more information about our sustainability commitments, visit: <https://www.se.com/us/en/about-us/sustainability/>.

Some of the best ideas come from a fresh perspective. Schneider Go Green, an annual competition for undergraduate and graduate students around the world, provides a platform to do just that. With this university competition, we hope to find bold ideas that can shape our future industry while **inspiring and engaging students** and the next generation to lead sustainability action. For more information on this year's competition, visit: <https://gogreen.se.com/en>.

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.

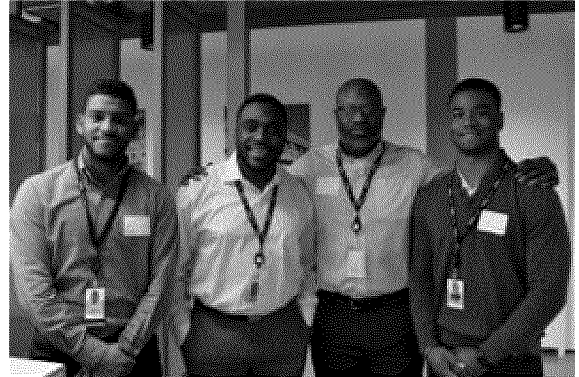
We take diversity and inclusion to another level within Schneider Electric. As we do business across 130 different countries with over 13,000 sales locations, we know that a changing and diverse workforce is not only a key to our success but it is also a pillar of our core values as a corporation. Our ambition is to offer equal opportunities to everyone everywhere, and we want our employees — no matter who they are, or where in the world they live — to feel uniquely valued, and safe to contribute their best. To ensure that our people reflect the global community in which we operate, we want to have a greater mix of diversities i.e. gender, generation, nationality, LGBT+ and disabilities. But this doesn't happen by chance. Take gender diversity as an example, the mix only truly changes when there are least 30% women in teams dominated by men, and vice-versa. At Schneider Electric, we've experienced this in practice by actively promoting greater diversity within executive (27% women) /senior leadership (22% women) teams. As the balance begins to improve people start to see a path for their own growth and success – this in turns creates an environment of inclusion characterized by greater engagement, performance, and innovation. Here is a quote from our North American CEO:

***"Our policies are designed to support our employees to manage effectively their work-life and family needs at different stages in life. These policies support our diverse workforce and allow our employees to contribute their best and make a difference. The well-being of our staff is our highest priority and we're proud to champion this issue as part of our goal to be best-in-class in every area of our organization."***

- Annette Clayton, President and CEO, North America Operations, Schneider Electric

**Diversity & Inclusion- A Core Value for our Employees**

At Schneider Electric, we equally believe in the importance of diversity and inclusion. Our Employee Resource Groups (ERGs) are an essential component of our Diversity & Inclusion strategy as they drive awareness and education about minority/diversity groups, foster development opportunities for our employees in an inclusive environment, and outreach to the minority communities in which we operate. The ERGs also strive to make a stronger connection to business initiatives. We have launched several employee resource groups in recent years including groups focused on Black Professionals, Veterans, LGBT+ and Allies, and Hispanic Professionals. We are also an affiliate partner with the National Society for Black Engineers (NSBE).



We are already making great strides in becoming a best in class employer for diversity and inclusion. And it hasn't gone unnoticed – the company recently earned a spot on the Forbes' Best Employers for Diversity 2020 and the World's Most Admired Companies by Fortune.

We demonstrated our progress toward our inclusivity goals with the announcement that 100 percent of our country presidents, in all markets with 10 employees or more, have endorsed the UN's Women's Empowerment Principles (WEPs). We are the first multinational company to achieve this unanimous commitment from our country leaders. Under the WEPs, we'll continue to pursue gender equality in our workplace while also promoting empowerment and advocacy in the markets where we do business.

We have been recognized for the 2<sup>nd</sup> year in a row by the Financial Times as a Diversity Leader for our success in promoting diversity. Schneider electric ranked 27<sup>th</sup> overall and 2<sup>nd</sup> within our industry.

<sup>1</sup> <https://blog.se.com/life-at-schneider-electric/2019/03/24/recognizing-womens-empowerment-as-a-catalyst-for-business-and-change/>

<p>Bloomberg Gender-Equality Index for 4 years in a row</p>	<p>2021 Forbes Best Employers for Diversity Award</p>	<p>Top 50 Diversity &amp; Inclusion Leaders for 2<sup>nd</sup> year in a row</p>	<p>Globally 100% of Schneider Country Presidents Endorsed UN Women's Empowerment Principles</p>

## VENDOR & SUPPLIER DIVERSITY IS PART OF OUR CULTURE

Schneider Electric has historically maintained a strong commitment to Supplier Diversity across the Globe. Forbes Magazine ranked Schneider Electric as a Top 50 Employer for Diversity in 2021. 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 is extended to our subcontractors and local hire support organizations.



**We will entertain any and all service and work types that can be approved by Region 4 Education Service Center. We will engage firms to achieve our timeline faster, at a better quality, and at a higher impact to Minority and Women owned businesses. Outreach events will be held after selection and during design to increase our local impact and maximize our M/WBE impact for Region 4 Education Service Center.**

Schneider Electric has hosted a number of these types of events in St. Louis, Chicago, Dallas, and Houston to name a few. In 2016 we hosted two separate St. Louis events in support of several projects within the region. Our team worked with several MBE and WBE contractors after the event to guide them on the level of insurance and bonding needed to help grow their businesses.

### **Example: "Retrofit Houston" Conference Receives Some Serious Recognition**

Recently, Schneider Electric reached out to minority- and women-owned businesses in the greater Houston area via "Retrofit Houston: An MWBE Contractor Opportunity Conference." Schneider Electric designed the conference to attract local contractors to the City of Houston's performance contract project, as well as to educate them about the city's various green initiatives and LEED professional accreditation. The event included



participation from Houston Council Member, Mayor Pro Tem, and Harris County's first Hispanic Sheriff-elect, Adrian Garcia; Houston Council Member, Wanda Adams; the city's Director of Affirmative Action and Contract Compliance, Velma Laws; the Clinton Climate Initiative's Houston Program Manager, Caleb Crow; and approximately 70 minority vendors.

Also in attendance to speak to other opportunities throughout Houston were Houston ISD, Houston METRO, the Houston Port Authority and the Houston Department of Public Works. In recognition of Schneider Electric's extraordinary effort to create awareness about real opportunities for these businesses, we received a proclamation from the Honorable Mayor Bill White's Office, establishing November 18 as "Retrofit Houston Day!" Additionally, in keeping with the event's "green focus," Schneider Electric donated to Houston's "Gift of Trees" program – an effort to plant a million trees throughout Houston within the next three years – on behalf of those who helped host the event.

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 that Schneider Electric effectively used the services of available organizations, contractor’s groups, local, state and federal M/WBEs assistance offices, and other organizations that 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.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise  
 Yes       No  
 If yes, list certifying agency: \_\_\_\_\_
- b. Small Business Enterprise (SBE) of Disadvantage Business Enterprise  
 Yes       No  
 If yes, list certifying agency: \_\_\_\_\_
- c. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
 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  
 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.

At Schneider Electric, we constantly look beyond the norm to provide innovative solutions, both in technology and in the way we do business. That's the idea behind the EcoXpert Partner Program – a program unique in its industry offering an esteemed partnership between Schneider Electric and a global, cross-expertise ecosystem of solution providers. Together, we deliver best-in-class automation and digital solutions for efficiency and sustainability to our customers.

However, due to the large volume of Subcontractors and Partners that could be utilized, a listing of the subcontractors and their listed certifications would be shared upon request to the awarded project.

I. Describe how supplier differentiates itself from its competitors.

We drive digital transformation by integrating world-leading **process and energy technologies** to realize the full efficiency and sustainability opportunities for your business. We provide **end-point to cloud integration** connecting products, controls, software and services. We enable **lifecycle** solutions from design and build to operate and maintain phases through a **digital twin**. We deliver capabilities to transform from site-to-site to an **integrated company management**. Our integrated solutions are built with safety, reliability and cybersecurity for your homes, buildings, data centers, infrastructure and industries.

We are advocates of **open standards and partnership ecosystems** to unleash the infinite possibilities of a global, innovative community that is passionate about our shared **Meaningful Purpose, Inclusive and Empowered values**.

We are **the most local of global** companies; our unmatched proximity to you, enables us to better understand, anticipate and adapt with agility to support your business continuity with high **ethical** standards in everything we do.

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

Schneider Electric has one pending matter 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 this 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 had not been paid the balance it is 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, and has 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/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.

**K. Felony Conviction Notice: Indicate if the supplier**

- a.  is a publicly held corporation and this reporting requirement is not applicable;
- b.  is not owned or operated by anyone who has been convicted of a felony; or
- c.  is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

**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 Buildings 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

F. 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 Partnersteam within first 90 days

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.



G. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy 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 1<sup>st</sup> 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.

H. 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.

I. 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 marketing team for approvals prior to use of logo.

J. 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 use 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.

K. 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 Program Manager in collaboration with OMNIA Partners Sales Enablement Team, have already created a training powerpoint presentation that addresses all of the above key points.

L. 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

Chas Reynolds is the Schneider Electric Program Manager and all communications should start with our Schneider Electric Program Manager.

**Executive Support**

James Mylett  
SVP, Digital Buildings

**Marketing**

Virginia Tanning  
Marketing Manager

**Sales**

Paige Perilloux or Kyle Meyer  
Director, Sales

**Financial Reporting**

Chas Reynolds  
Program Manager  
[chas.reynolds@se.com](mailto:chas.reynolds@se.com)  
(850) 982-3740

**Accounts Payable**

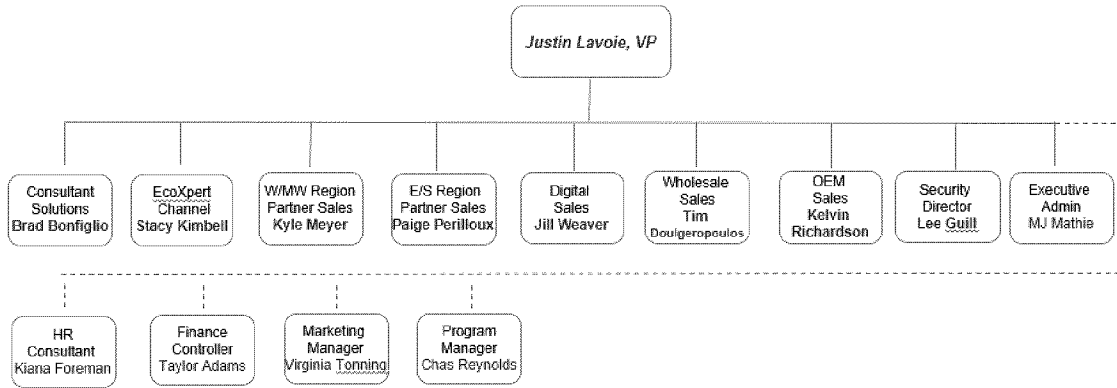
Invoice Inquiries  
[apsebainquiry@schneider-electric.com](mailto:apsebainquiry@schneider-electric.com)  
Invoice Submission  
[apsebainvoices@se.com](mailto:apsebainvoices@se.com)

**Contracts**

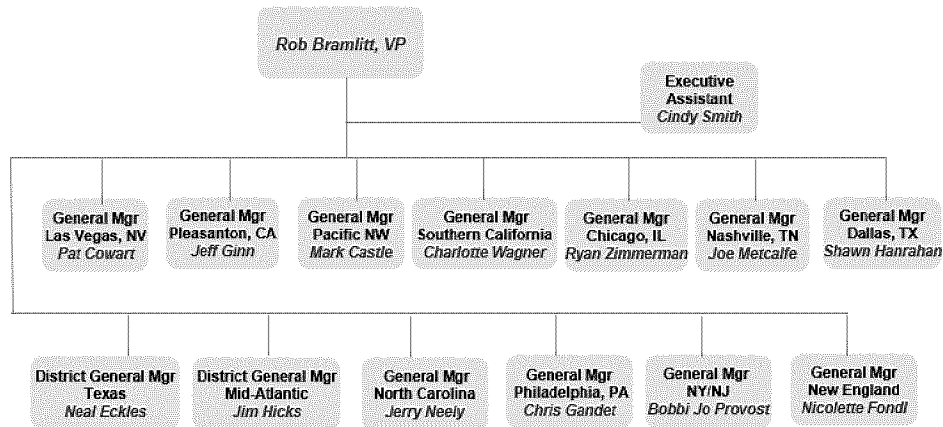
Chas Reynolds  
Program Manager  
[chas.reynolds@se.com](mailto:chas.reynolds@se.com)  
(850) 982-3740

M. 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.

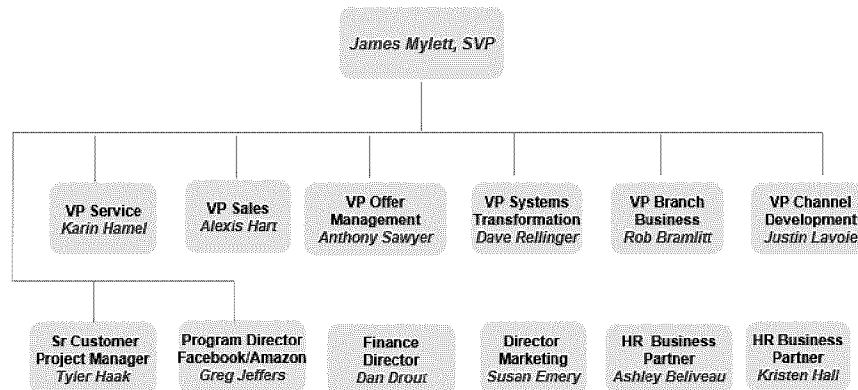
### Schneider Electric Digital Buildings - US Product Sales



### SE Digital Buildings - Branches



### Schneider Electric Digital Buildings



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

Our Schneider Electric Program Manager 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.

J. 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 Program Manager 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 Program Manager will serve as the subject matter expert for all sales teams and external inquiries.

K. 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. Schneider Electric Program Manager will coordinate with OMNIA Partners Sales Rep on a case by case basis to provide more details.

L. 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.

M. Provide the Contract Sales (as defined in Section 12 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").

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

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

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

As previously mentioned SE has assigned a formal Program Manager to the OMNIA contract. Our sales team is aware of our Program Manager

Project Manager additionally will utilize OMNIA partner sales resources to engage in the conversation and further educate the participating agency on the contract.

The Program Manager will ultimately help to determine from the above 4 options, the best route to take based on his OMNIA contract knowledge. We will work with OMNIA and the participating agency to facilitate the selection.

- 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.***

Please reference the exceptions list.

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

Please find the signed Exhibits F and Exhibits G in the additional attachments section of this response.

**iv. Describe how Offeror responds to emergency requests.**

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.

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

**About Schneider Electric**

As a global specialist in security management and associated systems, Schneider Electric operates in more than 120 countries and offers integrated solutions across multiple market segments. Focused on making facilities safe, reliable, and efficient, the company's 160,000 employees achieved sales of more than 25 Billion US dollars in 2020, through an active commitment to quality, employee development, and client satisfaction.

Schneider Electric Buildings Division is dedicated to working directly with facility owners, design engineers, and contractors to deliver facility solutions in building automation and security integration. The Building's segment is divided into several divisions including Systems Integration and Product Distribution. Schneider Electric understands that to find the right solution to address your unique challenges and priorities requires an understanding of how you do business – in every room of every building and at every location. In turn, we offer solutions to address your most challenging operational issues.

With a solid base in Building Systems and Services, Schneider Electric is regarded as a leading company for systems integration in buildings and has a proven track record of being innovative leaders in our industry. We transform subsystems into complete solutions, which give maximum value to customers offering integrated solutions and technical support for all aspects of buildings including comfort, security, energy, lighting and alarm systems, as well as turnkey precision environments in laboratories and clean rooms.

The working methods we use for production, system development, and service delivery ensure we comply with these standards. We ensure that our suppliers and subcontractors fully meet our quality requirements, in delivering product, services and carrying out our contractual obligations.

Our product lines range from energy efficient Square D power distribution, with PowerLogic® power monitoring, APC critical power solutions and Access Expert / Security Expert Access Control Systems. The Buildings Business of Schneider Electric provides integrated building energy management solutions for all building and customer types including temperature controls, building automation, and security systems. We utilize open standards and communication protocols to ensure our clients the flexibility to obtain the best possible solution for their needs.

## Schneider Electric's Buildings Business

The Buildings Business of Schneider Electric is a leading provider of building management solutions and energy services that deliver measurable business results to customers by enabling them to do more with less energy. With over 120 years of experience in the HVAC, energy and security arenas, Schneider Electric Buildings Business employs more than 8,000 people worldwide, with partners in 80 countries.

### Products and Solutions

Schneider Electric offers a world-class set of product brands that can be custom-tailored to your facility needs. Our global product brands include:



Schneider Electric's success is a direct result of the quality of its employees combined with the culture and philosophy we have developed throughout our nearly 30 years of existence in the United States. Our philosophy of doing business is based on the following goals and values:

**Excellence.** We consistently strive to exceed our clients' expectations. "We Keep Our Promises."

**Innovation.** Practicing creative, lateral thinking to provide innovative solutions that add value to our client's facilities.

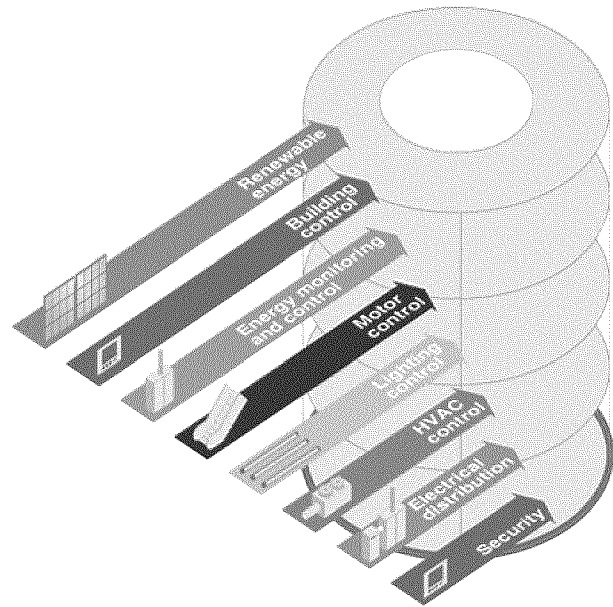
**Collaboration.** Partnering with our clients through collaboration. Through team spirit we achieve the best possible results and find the best possible solutions for long-term efficiency.

**Passion.** Being a practical, hands-on company. Our employees have an absolute passion for excellence at all levels.

**Knowledge.** Supplying technically superior and highly reliable solutions. Nearly 80% of our staff is made up of engineers, technicians, and project managers – confirming our commitment to cutting edge, technical innovation.

**Focus.** Focusing on our core business. We specialize in Intelligent Systems Integration and providing a safe, energy efficient facility. Our clients will agree; we are the leaders in our industry.

**Trust.** We work hard at creating a high trust, high self-esteem, and a high excitement work environment. We recognize that our clients value quality people as well as quality products.





### **National Qualifications**

Schneider Electric proposes local project teams across the nation that possess the experience, skill set and willingness to succeed. This ensures that project delivery is on time and on budget with emphasis on quality beyond the client's expectations. Our branch Systems Integration teams are dedicated to the engineering, installation, commissioning, and servicing of BAS and Security Systems at new and existing buildings.

Schneider Electric will scale the manpower needs of the project based upon actual schedule requirements as the project develops.

### **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.

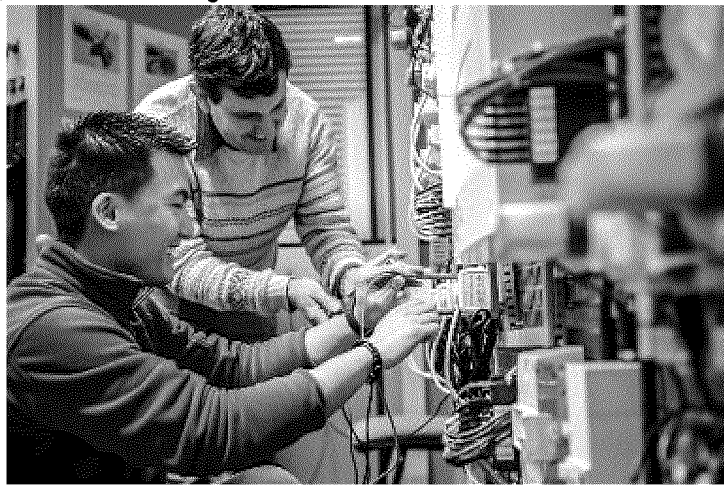
- Factory direct branch of Schneider Electric Buildings Business. Schneider Electric is the world's only company exclusively dedicated to providing electricity and automation management solutions. Today, Schneider Electric is the global leader in electrical distribution, building automation, industrial 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 & 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.



**vi. 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 the vehicle of 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 service 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.
- vii. 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.

*viii. Describe Offeror's contract implementation/customer transition plan.*

**Lessons Learned**

Through prior migration experience, Schneider Electric will work with the customer team to develop a migration plan tailored to each area of the facility. Schneider Electric has had the opportunity to work with countless security deployments over the years. Based upon our past experiences we have gained a substantial amount of "Lessons Learned" which are shared throughout the organization. Some of the lessons learned include:

- > Never leave an area in an unsecured state
- > Start with the end device and work your way forward
  - This approach helps minimize disruption to the operation of the existing system yet still allows the new system to be brought up.
- > Convert one panel at a time; not an area at a time
  - This is important because not all points in a system are connected to control panels in a logical manner. A single area could be served by panels in different areas of the facility.
- > Conduct initial operator training before any conversion begins
  - No system operator wants to be blind sided with a completely new system without training. The key to a successful migration is to pick a low priority area that still gets adequate traffic to start the migration with. This way, operators can ease into the new system.
- > Schedule critical or high traffic areas to be done after-hours
- > Evaluate site conditions and communicate the deployment plan
- > **Listen, Communicate, Listen**
  - **Retrofit**
- > Site investigation is critical to a successful migration plan
- > Understanding of current state and desired state ensures delivered system meets the customer needs. This goes beyond the spec.
- > More than just electronics. Evaluation of mechanical hardware is also critical.

- **New Construction**
  - Coordination with Design Team is critical to a successful implementation plan.
  - Creation of standard construction documents to be deployed to the Design Team early in the process.
- **Team's**
  - Stakeholders must own and support the system deployment.
  - Single point of contact is critical. This will help with communicating schedules to the various departments.
  - Customer schedule of employee enrollment is important for special needs planning.
  - **Schedule, Communication, Schedule, Communication.**

ix. Describe the financial condition of Offeror.

See SEBA-Generic PreQ 2021 doc to be added as an attachment.

Schneider Electric consensus

25 February 2021 – Post-Q4 2020 release consensus based on forecasts for Schneider Electric.

The following brokers contributed (alpha order): AlphaValue, BofAML, Barclays, Berenberg, Bryan Garnier, Citi, Deutsche Bank, Goldman Sachs, JPMorgan, Liberum, Morgan Stanley, Oddo, RBC Capital Markets, Redburn, Société Générale, UBS, Vertical Research

The following brokers did not contribute on this occasion (alpha order): Credit Suisse, Exane BNP, HSBC, Jefferies, Kepler Cheuvreux, Morningstar

Note: Consensus submissions were gathered in the period 15 – 24 February 2021.

Period	4Q20		1Q21		1H21		2020		2021		2022		2023	
	Reported	Estimates count	Reported	Estimates count	Reported	Estimates count	Reported	Estimates count	Estimates count	Estimates count	Estimates count	Estimates count	Estimates count	Estimates count
<b>Group</b>														
Revenue	7,128	6,174	12,879	12,879	25,169	27,163	23,294	23,294	27,163	27,163	28,294	28,294	29,391	29,391
Organic growth %ch Y/Y	-0.8%	+7.8%	+11.7%	+11.7%	-4.7%	+7.4%	+4.4%	+4.4%	+7.4%	+7.4%	+4.4%	+4.4%	+4.1%	+4.1%
FX impact on sales (EURm)	-392	-330	-517	-517	-741	-631	-46	-46	-631	-631	-46	-46	-50	-50
Scope impact on sales (EURm)	156	244	474	474	41	666	10	10	666	666	10	10	27	27
Adj. EBITA (as per FY19 release definition)			1,863	1,863	3,829	4,466	4,829	4,829	4,466	4,466	4,829	4,829	6,111	6,111
Adj. EBITA margin			15.1%	15.6%	15.6%	16.2%	16.2%	16.2%	16.2%	16.2%	17.1%	17.1%	17.4%	17.4%
EBITDA			1,891	1,891	3,250	3,964	4,424	4,424	3,964	3,964	4,424	4,424	4,769	4,769
EBIT			1,667	1,667	3,088	3,736	4,198	4,198	3,736	3,736	4,198	4,198	4,548	4,548
Financial net			126	126	276	236	231	231	236	236	231	231	220	220
Tax			-336	-336	-638	-800	-800	-800	-800	-800	-800	-800	-900	-900
Net income (group share)			1,078	1,078	2,126	2,617	2,972	2,972	2,617	2,617	2,972	2,972	3,238	3,238
Adj. Net income (as per FY19 release definition)			1,262	1,262	2,614	2,828	3,091	3,091	2,828	2,828	3,091	3,091	3,279	3,279
EPS			2.00	2.00	3.84	4.75	5.41	5.41	4.75	4.75	5.41	5.41	5.91	5.91
Adj EPS (as per FY19 release)			2.29	2.29	4.72	5.23	6.38	6.38	5.23	5.23	6.38	6.38	6.70	6.70
DPS					2.60	2.76	3.12	3.12	2.76	2.76	3.12	3.12	3.12	3.12
Free cash flow			765	765	3,673	2,856	3,325	3,325	2,856	2,856	3,325	3,325	3,520	3,520
Net Financial Debt (excl. IFRS16, excl net Pension Deficit)			5,243	5,243	3,561	4,927	2,757	2,757	4,927	4,927	2,757	2,757	1,022	1,022
<b>Divisions</b>														
<b>Revenue EURm</b>														
Energy Management	5,584	4,668	9,820	9,820	19,344	20,794	21,693	21,693	20,794	20,794	21,693	21,693	22,499	22,499
Energy Management - Western Europe	1,445	1,199	2,435	2,435	4,800	5,249	5,449	5,449	5,249	5,249	5,449	5,449	5,679	5,679
Energy Management - Asia Pacific	1,645	1,277	2,821	2,821	5,327	6,105	6,365	6,365	6,105	6,105	6,365	6,365	6,604	6,604
Energy Management - North America	1,630	1,500	3,072	3,072	6,127	6,293	6,541	6,541	6,293	6,293	6,541	6,541	6,771	6,771
Energy Management - Rest of the World	864	682	1,412	1,412	2,815	3,023	3,126	3,126	3,023	3,023	3,126	3,126	3,259	3,259
Industrial Automation	1,542	1,522	3,059	3,059	5,815	6,369	6,600	6,600	6,369	6,369	6,600	6,600	6,882	6,882
Industrial Automation - Western Europe	511	490	984	984	1,755	1,965	2,045	2,045	1,965	1,965	2,045	2,045	2,129	2,129
Industrial Automation - Asia Pacific	505	489	1,051	1,051	1,987	2,158	2,271	2,271	2,158	2,158	2,271	2,271	2,387	2,387
Industrial Automation - North America	271	303	604	604	1,114	1,234	1,288	1,288	1,234	1,234	1,288	1,288	1,335	1,335
Industrial Automation - Rest of the World	255	232	477	477	958	1,011	1,057	1,057	1,011	1,011	1,057	1,057	1,105	1,105
<b>Organic Growth</b>														
Energy Management	+1.2%	+7.8%	+12.4%	+12.4%	-4.5%	+7.5%	+4.8%	+4.8%	+7.5%	+7.5%	+4.8%	+4.8%	+4.3%	+4.3%
Energy Management - Western Europe	+0.6%	+3.7%	+10.7%	+10.7%	-4.2%	+6.7%	+4.3%	+4.3%	+6.7%	+6.7%	+4.3%	+4.3%	+4.0%	+4.0%
Energy Management - Asia Pacific	+0.3%	+20.9%	+14.8%	+14.8%	-5.4%	+8.3%	+4.7%	+4.7%	+8.3%	+8.3%	+4.7%	+4.7%	+4.6%	+4.6%
Energy Management - North America	+2.6%	+3.1%	+11.4%	+11.4%	-3.8%	+7.4%	+4.4%	+4.4%	+7.4%	+7.4%	+4.4%	+4.4%	+3.8%	+3.8%
Energy Management - Rest of the World	+1.3%	+6.9%	+14.3%	+14.3%	-4.8%	+7.9%	+4.9%	+4.9%	+7.9%	+7.9%	+4.9%	+4.9%	+4.5%	+4.5%
Industrial Automation	-0.8%	+5.8%	+9.8%	+9.8%	-6.3%	+7.4%	+4.4%	+4.4%	+7.4%	+7.4%	+4.4%	+4.4%	+4.2%	+4.2%
Industrial Automation - Western Europe	+2.5%	+3.2%	+11.1%	+11.1%	-8.4%	+8.7%	+4.1%	+4.1%	+8.7%	+8.7%	+4.1%	+4.1%	+3.8%	+3.8%
Industrial Automation - Asia Pacific	+6.1%	+18.0%	+11.2%	+11.2%	-0.5%	+7.1%	+3.5%	+3.5%	+7.1%	+7.1%	+3.5%	+3.5%	+5.2%	+5.2%
Industrial Automation - North America	-11.7%	-2.2%	+5.3%	+5.3%	-10.8%	+6.3%	+4.0%	+4.0%	+6.3%	+6.3%	+4.0%	+4.0%	+3.3%	+3.3%
Industrial Automation - Rest of the World	-6.0%	-0.3%	+4.0%	+4.0%	-1.3%	+3.4%	+3.2%	+3.2%	+3.4%	+3.4%	+3.2%	+3.2%	+4.8%	+4.8%
Adj. EBITA EURm			1,863	1,863	3,829	4,466	4,829	4,829	4,466	4,466	4,829	4,829	6,111	6,111
Energy Management			1,809	1,809	3,634	4,030	4,306	4,306	4,030	4,030	4,306	4,306	4,632	4,632
Industrial Automation			532	532	960	1,162	1,259	1,259	1,162	1,162	1,259	1,259	1,337	1,337
Central Function & Digital Costs			-384	-384	-700	-727	-737	-737	-727	-727	-737	-737	-859	-859
Group			1,953	1,953	3,926	4,466	4,829	4,829	4,466	4,466	4,829	4,829	6,111	6,111
<b>EBITDA Adjusted Margin</b>														
Energy Management			18.4%	18.4%	18.8%	19.4%	19.9%	19.9%	19.4%	19.4%	19.9%	19.9%	20.1%	20.1%
Industrial Automation			17.4%	17.4%	17.1%	18.4%	19.1%	19.1%	18.4%	18.4%	19.1%	19.1%	19.4%	19.4%
Group			16.1%	16.1%	16.6%	16.6%	17.1%	17.1%	16.6%	16.6%	17.1%	17.1%	17.4%	17.4%

This document has been issued by Schneider Electric for information purposes only and is not intended to constitute investment advice. It is based on estimates and forecasts of various self-side analysts regarding our revenues, earnings and business developments. Schneider Electric gives no guarantee, representation or warranty and is not responsible or liable as to its accuracy and completeness. Different levels of input have been provided and together with rounding, geographic EM & IA revenues supplied may not exactly total. This may mean these also do not exactly equal group forecast period revenue averages.

Please find our 2020 Annual Report in the additional attachments section of this response.

- x. ***Provide a website link and describe any website's capabilities and functionality.***

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

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

- xi. ***Describe the Offeror's safety record.***

#### **Schneider Electric Safety Plan Summary**

##### **1) 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.

##### **2) 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.

##### **3) Training**

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

##### **4) 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.

##### **5) 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.

##### **6) 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.

##### **7) 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**

Shown below is our Experience Modification Rate (EMR), Recordable Injury Rate (RIR), and Days Away, Restricted or Transferred (DART) for the past four years:

	Schneider Electric Safety Record				
Year	2021	2020	2019	2018	2017
EMR	0.78	0.93	0.73	0.60	0.54
RIR	0.24	0.22	0.19	0.17	0.35
DART	0.00	0.00	0.08	0.06	0.10

*xii. Provide any additional information relevant to this section.*

- **Schneider Electric’s Experience:** Our experience with successful implementation of similar projects is unsurpassed. We have an extensive track record of experience with Energy Efficiency projects; we understand the level of support needed to ensure a successful project with critical facilities. We have unparalleled experience across the world working with public sector clients delivering design – build projects.
- **Schneider Electric’s Capabilities:** The key personnel on the project team bring extensive experience, in addition to a long history of working together on successful projects. We have one of the lowest turnover rates of employees in the industry. We plan on leveraging our local presence of resources to bring many outstanding projects to OMNIA users.
- **Schneider Electric’s Approach to Design – Build / Performance Contracting:** From our proven ability to finance projects, to our conservative approach of operational savings and energy savings verification, we have the processes to make the project a success, and the resources to ensure long-term performance.
- **Schneider Electric’s Key Relationships:** We were involved in developing the performance contracting / design-build programs for many public sector clients across the United States. During this time, we established key relationships within their organization. We pride ourselves in client satisfaction and education, and often our clients are looked to as subject matter experts on the owner side. Our industry relationships have enabled many successful energy savings programs across the country, and we look forward to leveraging these key relationships to deliver quality projects to you.
- **Schneider Electric’s Innovation:** When it comes to new ideas or unique solutions, we excel across the board. We would be honored to assist the OMNIA users in developing cutting edge technologies like microgrids and cybersecurity solutions to enhance sustainability and resiliency, renewable energy options to offset fossil fuel consumption, and the ability to leverage all solutions to work towards net zero facilities. We can also brand a green effort with agency campaigns and co-develop educational curriculums that will help make OMNIA users a leader across the country when it comes to energy efficiency and sustainability.
- **Schneider Electric’s Commitment:** We stand behind our guarantees if the savings are not achieved, we write a check for reimbursement!



## Tab 4 Qualification and Experience

**i. Provide a brief history of the Offeror, including year it was established and corporate office location.**

Schneider Electric is a public corporation that was established in 1836 by two brothers, Eugène and Adophe Schneider. Starting with our roots in the iron and steel industry, heavy machinery, and ship building, we moved into electricity and automation management. Over the past 185 years, Schneider Electric has grown to be a *global specialist in energy management* with operations in 100 countries, over 135,000 employees, and sales of over \$25 billion in 2020.

Over the past 30 years, Schneider Electric has obtained employees with decades of energy management knowledge and experience through the worldwide acquisitions of a multitude of companies including: Summit Energy, TAC, Andover Controls, Invensys, Square D, Juno Lighting Group, Pelco, APC, and Abacus Engineered Systems.

Schneider Electric offers integrated solutions across multiple market segments, including leadership positions in energy and infrastructure, industrial processes, building automation, and data centers/networks, as well as a broad presence in residential applications. Schneider Electric maintains an active commitment to help individuals and organizations *“Make the most of their energy.”*

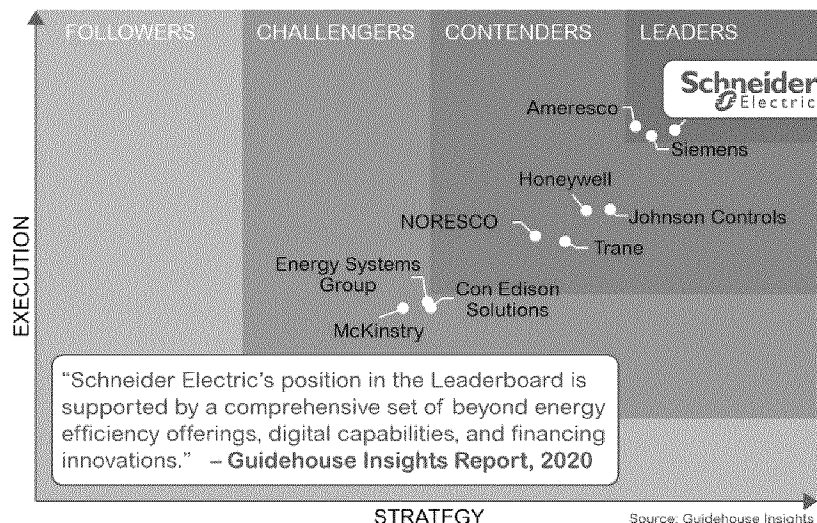
Schneider Electric SA  
World Headquarters  
43-45, boulevard Franklin-Roosevelt  
F-92500 Rueil-Malmaison Cedex (France)

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

**ii. Describe Offeror’s reputation in the marketplace.**

Over the last few years, Guidehouse Insights, a third-party research company, evaluated the top energy companies and ranked Schneider Electric as the #1 Energy Service Company (ESCO), the #1 Intelligent Building Software Provider, and the industry leader in Microgrid Technology and Solutions. We have also been named a Top 10 provider of Energy-as-a-Service (EaaS).

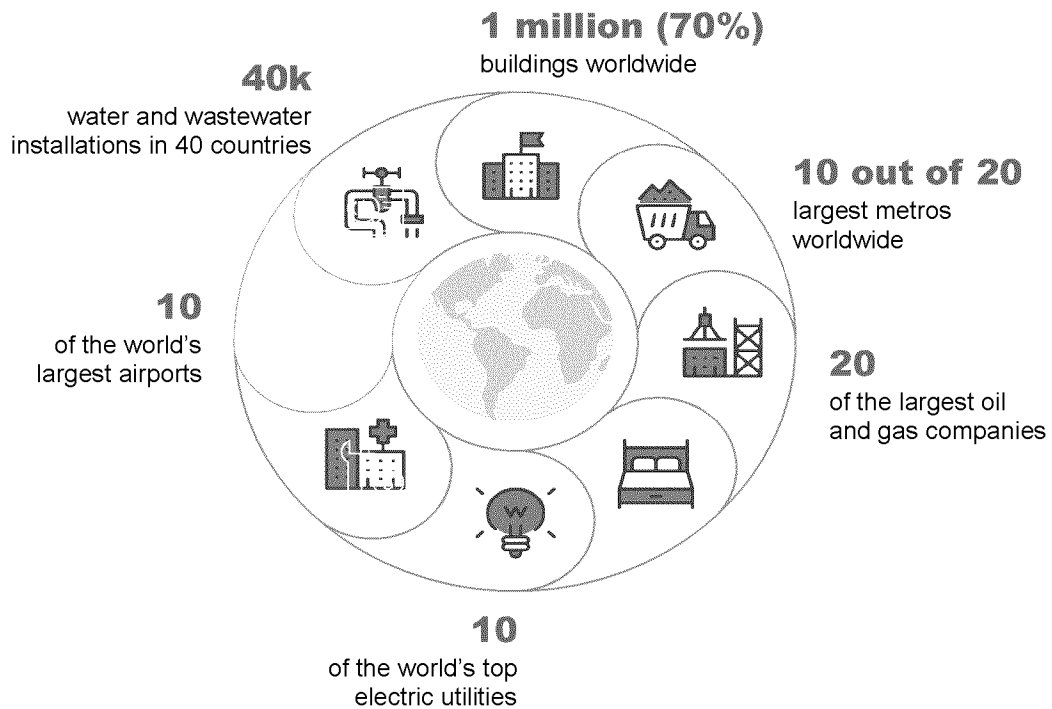
Below is Guidehouse Insights’s ESCO Leaderboard, with Schneider Electric earning the top spot in 2020.



**iii. Describe Offeror's reputation of products and services in the marketplace.**

Over the past 180 years, Schneider Electric has grown steadily through organic growth and strategic acquisitions to become a global leader in digital energy and automation solutions. 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. These acquisitions have become valued operating units that provide significant cost savings for products and services.

Because of the depth and breadth of our global reach, you can find Schneider Electric products and solutions in every major market sector, including:



Our solutions digitalize energy and automation in critical infrastructures within universities, hospitals, airports, and municipalities.

**iv. Describe the experience and qualification of key employees.**

Over the past 30 years, Schneider Electric has obtained employees with decades of energy management knowledge and experience through the worldwide acquisitions of a multitude of companies including: Summit Energy, TAC, Andover Controls, Invensys, Square D, Juno Lighting Group, Pelco, APC, and Abacus Engineered Systems.

**v. Describe Offeror's experience working with the government sector.**

Schneider Electric has been on the Department of Energy (DOE)'s Qualified List of Energy Service Companies (ESCOs) for 14 years. We have also been an active DOE ESPC Indefinite Delivery Indefinite Quantity (IDIQ) contract holder since 2008. In that time, we have delivered more than \$500M in performance contracting projects to government agencies, including the Department of Defense, the General Services Administration, the Department of Veterans Affairs, and the US Coast Guard.

First to achieve net zero	35% energy reduction	7,109 tons of CO <sub>2</sub>	Savings of \$35.7 million
As part of the U.S. General Services Administration's National Deep Energy Retrofits program, the Almeric Christian Federal Building in St. Croix, Virgin Islands is using an ESPC to install energy efficiency improvements and renewable energy systems, enabling the building to achieve net zero energy status — the first federal building to achieve 100 percent net zero through an ESPC.	The U.S. Department of Agriculture and the Agricultural Research Service's Western Regional Research Center reduced energy use by 35 percent, achieved federal mandate compliance, and reduced greenhouse emissions by 2,793 metric tons of CO <sub>2</sub> , improving occupant comfort and enhancing indoor air quality in a highly sensitive lab environment.	The General Services Administration Region 7 reduced carbon emissions by 7,109 tons annually and is realizing guaranteed savings of close to \$1 million annually as part of a Schneider Electric ESPC.	United States Coast Guard in Puerto Rico will save a total of \$35.7 million (\$1.2 million annually for the next 23 years) while redirecting \$1 million of annual spend from brown to green power. We combined a Renewable Energy Service Agreement with an ESPC to finance PV panels and guarantee savings.

**vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Schneider Electric has one pending matter 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 this 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 had not been paid the balance it is 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, and has 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/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.

- 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.**

## Brunswick County Schools



### Project at a Glance

**Type of Project:**

Performance Contract

**Project Location:**

Bolivia, North Carolina

**Project Cost:**

\$16,957,562

**Annual Savings:**

\$942,087

**Scope of Work:**

- 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 the Responder:**

Energy Services Company

**Construction Dates:**

August 2017 – Ongoing

**Project Term:**

18 Years

**Project Beginning and End dates:**

2017-2036

**Contact Information:**

Sue Rutledge  
Executive Director of Operations  
199 Sessions Drive  
Bolivia, NC 28422  
(910) 253-2900  
srutledge@bcswan.net



### Project Description

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.

Measured Energy Savings: 93.11%  
Non-Measured Energy Savings: 1.63%  
Non-Measured O&M / CCA Savings: 5.26%  
CCA Savings were calculated for the costs of equipment that was at the end of its useful life and replaced through the project. O&M Savings was calculated based on material costs for some equipment replacement. Both CCA and O&M Savings were stipulated.

## West Windsor Plainsboro Board of Education



### Project at a Glance

**Project Location:**

West Windsor, New Jersey

**Project Cost:**

\$ 29,648,392

**Annual Savings:**

Solar PPA - \$311,373

Energy Savings – \$891,251

**Scope of Work:**

- HVAC Replacement
- Combined Heat and Power
- LED Lighting
- Solar PPA
- Water Fixtures
- Boiler Replacement
- Chiller Replacement

**Construction Dates:**

Dec 2019 – Dec. 2020

**Contact Information:**

Dr. Russo  
Assistant Superintendent, Finance/Board  
Secretary  
609-716-5000 Ext5020  
Christopher.russo@ww-p.org



**Project Description**

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.

There was no guarantee associated with this project.  
Projected Energy Savings: 65.11%  
Projected O&M Savings: 12.12%  
Projected CCA Savings: 22.74%  
CCA Savings were calculated for the costs of equipment that was at the end of its useful life and replaced through the project or for Solar PPA savings. O&M Savings was calculated based on material costs for some equipment replacement. No savings associated with this project were guaranteed.



## Delran Township Public Schools



### Project at a Glance

**Project Location:**  
Delran, NJ

**Project Cost:**  
\$4,509,565

**Annual Savings:**  
\$283,345

**Scope of Work:**

- Building Automation System Upgrades
- HVAC Retro-commissioning
- LED lighting (interior and exterior)
- Building Envelope
- Walk-In Freezer Controls
- New energy supply contracts
- Solar Power Purchase Agreement
- Roof replacements
- Real time energy dashboards at all 4 schools

**Role of the Responder:**  
Energy Services Company

**Construction Dates:**  
August 2016 – September 2017

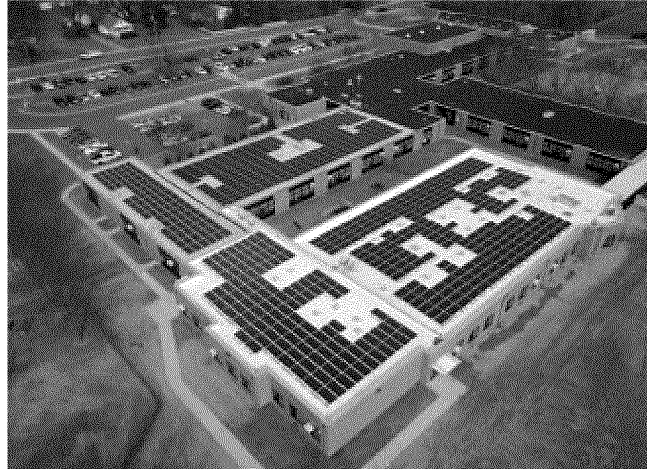
**Project Term:**  
15 years

**Project Beginning and End dates:**  
2015 – 2030

**Contact Information:**  
Dr. Christopher Russo, Business Administrator  
(856) 461-6800, ext. 1015  
[crusso@delranschools.org](mailto:crusso@delranschools.org)

Michael DiGiovanni, Director of Facilities  
(609) 868-0461  
[mdigiovanni@delranschools.org](mailto:mdigiovanni@delranschools.org)

52 Hartford Road  
Delran, NJ 08075



### Project Description

In January 2015, Delran began exploring the possibility of an Energy Savings Improvement Program (ESIP). Initially, the District was driven by a desire to reduce energy costs, improve the building automation and mechanical systems, and become more sustainable. By taking a holistic approach in all 4 schools, this Energy Savings Improvement Program will allow Delran to reduce energy costs by 32%, produce 80% of its electric needs through on-site solar, and save taxpayers \$5.6 million over the next 15 years. This project will directly benefit students through a kiosk and energy dashboard system, also providing awareness to the community about preserving the environment.

By partnering with Schneider Electric, Delran has received Sustainable Jersey for Schools "Bronze" Certification and was awarded the 2016 NJ Governor's Environmental Excellence Award in the Clean Air category.

Energy Savings: 48.1% - IPMVP Option C (88.1%),  
Non-Measured (11.9%)  
O&M/Water/Stipulated Non-Energy Savings: 51.9%

## Virginia Department of General Services



### Project at a Glance

**Project Location:**

Virginia

**Project Cost:**

\$2,812,939

**Annual Savings:**

\$245,892

**Scope of Work:**

- LED Lighting
- Water Conservation
- Condensate Recovery

**Role of the Responder:**

Energy Services Company

**Project Beginning and End Dates:**

October 2017 – June 2018

**Project Term:**

15 Years

**Contact Information:**

Ed Cahill  
Energy Manager  
3001 Stonewall Avenue  
Richmond, VA 23225  
(804) 221-0457  
Edward.Cahill@dgs.virginia.gov



### Project Description

The Department of General Services contracted with Schneider Electric (SE) to perform an Investment Grade Audit (IGA) of five (5) buildings initially and then added two (2) buildings during the IGA development process. The primary goal for DGS was to reduce the list of deferred maintenance items by implementing low hanging fruit lighting and water savings measures. By implementing this project, DGS will achieve significant savings while improving operations and comfort and will address key maintenance and lighting infrastructure improvement needs.

### Key Facts

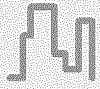
- \$226,116 in Guaranteed Annual Savings
- High priority needs addressed in 7 Downtown Richmond Buildings
  - 780,000 square feet of historical buildings updated
- All LED retrofit both indoor and outdoor lighting
  - Standardized fixture and color to reduce maintenance
- Condensate Recovery System improved cash flow and significantly reduced water consumption

Energy Savings: 7% - IPMVP Option A

O&M/Water/Stipulated Non-Energy Savings: 12%



## Virginia Army National Guard



### Project at a Glance

**Project Location:**

Virginia

**Project Cost:**

\$11,206,684 (2 projects)

**Annual Savings:**

\$174,590

**Scope of Work:**

- Mechanical upgrades including a geothermal system
- DDC controls
- LED Lighting and lighting control
- Building envelope
- PC power management
- Plug load control
- Water conservation
- Advanced electric meters

**Role of the Responder:**

Energy Services Company

**Project Beginning and End Dates:**

October 2011 – December 2012

**Project Term:**

10 Years

**Contact Information:**

CSM Cliff White  
Deputy Facility Maintenance Officer  
Virginia Department of Military Affairs  
434-298-6365



### Project Description

Virginia National Guard is an existing customer that has initiated eighteen (18) Task Orders for ESPC projects with Schneider Electric totaling nearly \$35,000,000. Because of the remote location of many of their sites and the manual operation of building systems, the National Guard was experiencing high operating cost per square feet of operation.

The Schneider Electric solution consisted of implementing DDC controls with remote communication, comprehensive energy-efficiency retrofits of mechanical equipment including installation of several variable refrigerant flow (VRF) systems, a geothermal heat pump system, and lighting and fixture upgrades.

The much-needed facilities upgrades allow for a better environment for soldiers to prepare and defend the Commonwealth of Virginia and the Nation. The key to success was the ability of the client to leverage state maintenance reserve dollars to get Federal maintenance dollars at 33(state)/67(federal) percentage split.

Energy Savings: 9% - IPMVP Options C  
O&M/Water/Stipulated Non-Energy Savings: 91%

**viii. Provide any additional information relevant to this section.**

We believe our greatest asset is our commitment to our employees and clients. This single trait helps us to stand alone in the competitive market. Specifically as it relates to this opportunity our ability to provide competitive solutions with off the shelf components will enable the Members to realize integrated solutions with minimal disruption to their day-to-day business.

Schneider Electric is an active, certified member of the National Association of Energy Service Companies (NAESCO). Our certificate of accreditation is below:



**Certifications and Credentials**

Region 4 Education Service Center 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 Level Sponsor	Approved Performance Contractor	Approved Performance Contractor	Approved Performance Contractor

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 another type of facility.

Awards

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.

	<p><b>Commitment to Customers Earns #1 ESCO Rank from Guidehouse Insights</b></p> <p>Our customers can count on Schneider Electric to address their 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.</p>
	<p><b>ENERGY STAR Partner of the Year Award Recognizes Ongoing Success with Helping Customers Save Energy and Money</b></p> <p>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.</p>
	<p><b>Ranked #1 most sustainable company in the world</b></p> <p>Schneider Electric has earned the top spot on the Corporate Knight's list of <b>Global 100 Most Sustainable Corporations in the World</b> 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.</p>
	<p><b>2021 World's Most Ethical Company Designation</b></p> <p>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 <b>World's Most Ethical Company Honoree</b>. To read more about the designation, visit: <a href="https://www.worldsmoethicalcompanies.com/">https://www.worldsmoethicalcompanies.com/</a></p>
	<p><b>Emphasis on Jobsite Safety Nets More Than 200 Safety Awards</b></p> <p>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 is also 1 of 3 to simultaneously hold the Robert W. Campbell Award and the Green Cross Award for safety excellence.</p>

## Tab 5 Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.*

### **Federal Buildings Program Office**

Our Schneider Electric Federal Buildings Program Office works as a control tower between Federal Government Agencies and their legislative updates, like stimulus packages and Executive Orders, and our dispersed local sales offices throughout the country. This enables Schneider Electric system integrators and subject matter experts to have educated conversations with Federal customers, and non-federal customers impacted by legislative priorities, above upgrades and investments they can make in their facilities to make them more sustainable, energy-efficient, resilient, cybersecure and people-centric.

### **Why Schneider Electric?**

Schneider Electric provides future-ready solutions for every size building, from residential and small- and mid-size commercial buildings to large campuses and global enterprises. It's EcoStruxure™ Building portfolio – present in over one million buildings – is the industry's first open innovation platform for buildings. The solutions optimize occupant comfort and productivity, maximize building efficiency, and increase building value. Its secure, end-to-end IP architecture enables the quick connectivity of IoT devices for faster commissioning and changes; provides for edge control and collaboration between building systems and third-party systems and devices, and its mobile apps, analytics, and services enable advanced analysis and condition-based real-time decision-making.

### **Building Management System**

Building management systems (BMS) help you to get a holistic view of building performance by providing an integrated environment across all the building systems. System integration in a building adds value and allows you to respond to occupant needs. As buildings become more connected, there is a growing need for intelligent building technologies that provide data-driven insights to maximize operational efficiency, cut energy waste, and lower overall costs. Today's smart buildings are starting to leverage the Internet of Things (IoT) to connect various systems and devices to a centralized technology backbone. Schneider Electric's BMS solutions enable lifetime efficiency of your building by letting you monitor, control, and optimize performance throughout its lifecycle. Switch to smart building automation and control solutions with Schneider Electric's integrated building management systems and room controllers.

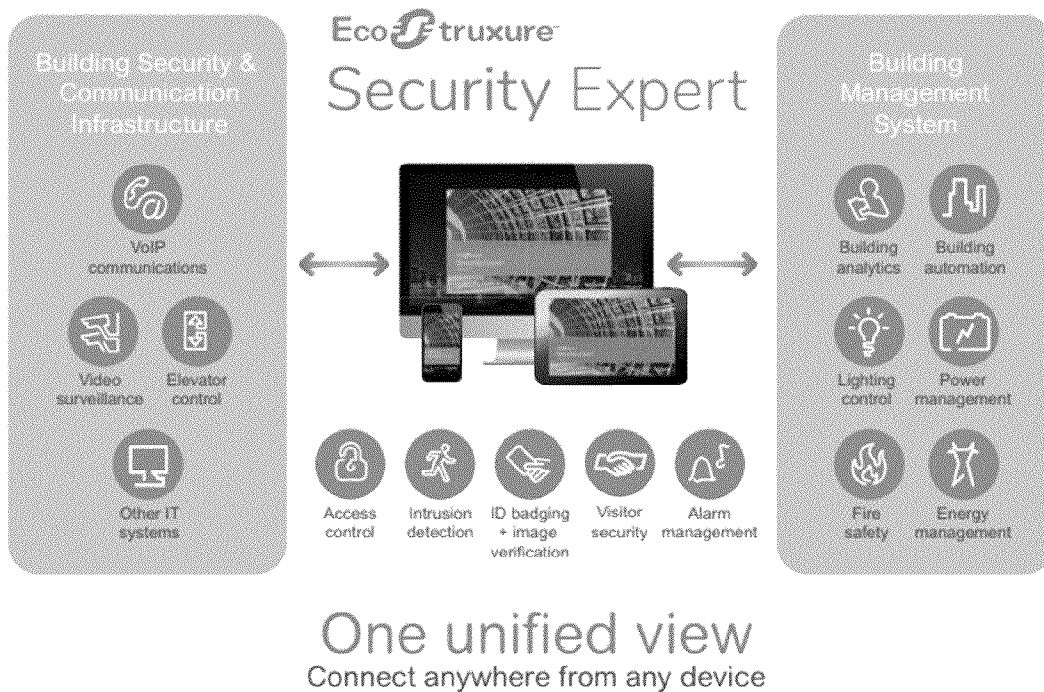
EcoStruxure™ Building Operation software is the edge control heart of the EcoStruxure Building system to monitor, manage and control building systems. With an open integration platform, it securely facilitates the exchange of data from both Schneider Electric and third-party energy, lighting, HVAC, fire safety, security and workplace management systems to create future-ready smart buildings.

EcoStruxure Building Advisor is a cloud-based solution, allowing you to select the right tools for your building maintenance needs. You can access them through a single portal with a complete view of your entire building portfolio, and get more information with just a few clicks. Building Advisor provides peace of mind, ensuring you always have access to continuous monitoring, a comprehensive view of building systems, as well as the identification of faults and inefficiencies to make data driven decisions.

### Building Security

With the need to protect more people and data it is easy to understand why physical access control plays a vital role in the overall security of a building. Both physical and cybersecurity solutions must be in place to help deter workplace violence and prevent crime while safeguarding the occupants, assets and valuable business information. When access control is deployed in unison with cybersecurity solutions, it reinforces complete security for any business enterprise.

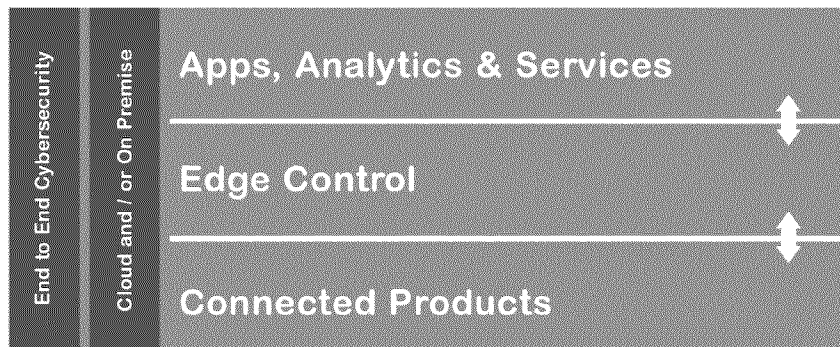
Protect your building occupants and assets with Schneider Electric's Access Control Systems, Security Expert or Access Expert. These integrated role-based physical access control and intrusion detection solutions can unify your building's security infrastructure and management systems into an easy to manage, single platform that enables faster, more efficient, and potentially life-saving decision making.



### EcoXpert Training and Certification program

Working with partners we trust is as important to us as it is to our customers. EcoXperts deliver innovative and sustainable solutions, through integrated technology and digitization, to our shared customers.

Our EcoXpert partners are certified in our industry-leading EcoStruxure™ architecture and platform, enabling them to deliver on better-performing buildings for their customers.



Unique in its industry, the EcoXpert program is the only cross-expertise, global ecosystem of partners that deliver on some of our customers' biggest design goals by offering:

- Specialized training to resolve your most critical challenges.
- Connected expertise to enable cost-effective, all-in-one solutions.
- Connected technology with Schneider Electric's industry-leading offer portfolio to deliver best-in-class services and solutions.

### Schneider Electric's Capabilities Overview

Schneider Electric is a leading provider of building management solutions and energy services that deliver measurable business results to customers by enabling them to do more with less energy. With over 120 years of experience in the HVAC, energy and security arenas, Schneider Electric employs more than 143,000 people worldwide. Our people are experienced, trusted energy professionals. We have the engineering, design, project management and energy market experience needed to integrate efficiency and renewable energy to create a comprehensive energy solution that works for the OMNIA contract users.

Schneider Electric specializes in developing, designing, building, and financing energy infrastructure projects for commercial, educational, industrial, federal, and state and local government customers throughout the United States. With our knowledge and understanding of local governments and the environment in which you reside, we are certain that by partnering with us we can deliver a comprehensive program that will not only promote energy conservation, but deliver an infrastructure renewal program that can assist in the achievement of your mission by providing a better environment for staff and taxpayers through the implementation of newer, energy efficient technologies.

Schneider Electric's Energy & Sustainability Services (ESS) Division has enjoyed tremendous success in the performance contracting industry since its inception in 1992. Over the past 29 years we have implemented or are in the process of installing more than 900 performance contracting projects in 29 states throughout America, resulting in over \$3,174,708,432 in facility improvements. A vast majority of the projects completed by Schneider Electric have been managed from or have received managerial resources from Schneider Electric's office in Carrollton, Texas.

Schneider Electric currently has 284 projects under contract agreement. Of these, 62 projects are currently in the installation phase of the process. Additionally, Schneider Electric also has 222 performance contracting projects that are currently under contract with our Performance Assurance Support Services (PASS) department. This means that installation has been completed, and the project is currently in repayment. The PASS department is responsible for performing services such as developing the project-specific M&V plan, on-site and remote monitoring, customer support, troubleshooting, and repairs. The PASS department of Schneider Electric also prepares energy savings reports and identifies and implements additional energy conservation measures for the project.

Schneider Electric has historically had success in every major market that we have entered into and our references are not surpassed by anyone. Since Schneider Electric has an ethical approach that focuses on long-term performance versus short-term success, it is not uncommon for our clients to return time and time again for additional products and services. We have several clients that have executed multiple **separate performance contracts at different entities** where their careers may take them. Our most active clients have done as many as seven different phases over the course of many years with us. Below we will highlight several client sectors that demonstrate our flexibility and capabilities to apply our experiences with choosing a **partner** for this next contract period.

**Mid-Atlantic Region Project Excellence** - Our experience and growth in the Mid-Atlantic Region of the United States has been unparalleled by any other ESCO within the region over the last several years. Our local commitment to coalitions and organizations to promote what Energy Savings Performance Contracting can provide is high on our priority list and we have seen sustained growth because of our commitment.

Given Schneider Electric's Energy Savings Performance Contracting with other State agencies across the United States, including Alabama, California, Texas, Virginia, Washington, North Carolina, Kansas, Missouri, Pennsylvania, Oklahoma, Oregon, Florida, Georgia, Illinois, Indiana, Massachusetts, Michigan, Mississippi, and Wisconsin, we feel very confident on our ability to build on our previous successes and provide creative energy conservation measures and alternative financed programs to the State. With superior technology implementation and a streamlined construction project, every project is developed to ensure timely delivery through our proven processes.

While Schneider Electric's team members have experience executing and managing Energy Savings Performance Contracts under OMNIA.

#### **Leader in the East**

As the number #1 ESCO in the Commonwealth of Virginia by contract volume and total projects, Schneider Electric looks to leverage that success, and has focused its attention to the OMNIA contract users. Use of this contract expand the opportunities for alternative financed projects to become standard practices to mitigate risk and better control costs to public sector clients / OMNIA users.

Schneider Electric has built dedicated performance contracting offices in all over the United States including Dallas, Richmond, Virginia, Harrisburg, Pennsylvania, and Raleigh, North Carolina with Sales, Engineering, Construction, and Measurement and Verification support all local within the Mid-Atlantic Region. Our projects receive individualized consultant's post-installation for all measurement, verification and training processes.

**Municipal and County Excellence** - We have continually excelled in this market for the last decade. Our highlight projects include the major cities like Atlanta, Dallas, Houston and Abilene, TX as well as major counties like Ft. Bend County in the Houston Metro area. Each one of these projects selected our Energy and Sustainability Services Group over multiple major competitors and elected to do second phases with us as well. To date, we have completed more than \$357M in the Municipal and County markets across the United States in various states like Alabama, California, Texas, Virginia, Washington, North Carolina, Kansas, Missouri, Pennsylvania, Oklahoma, California, Florida, Georgia, Illinois, Indiana, Massachusetts, Michigan, Mississippi, and Wisconsin.

**Community College Excellence** - Our experience with community colleges across the country should help you understand why our approach fits your needs and how we can deliver you the success that you demand. One of our largest clients within this sector is the Virginia Community College System. We competed against multiple ESCOs and were selected as the sole source solution for the entire state of Virginia's Community Colleges. This includes 315 buildings among **40 different sites and over \$80 million dollars in work** installed within these facilities.

Additional references in this sector include the Dallas County Community College System, which is Texas' largest two-year system as well as the Los Angeles, California Community College system. We were chosen along with other ESCOs to each execute work at a single campus around Los Angeles and to date we are the only ESCO that has been awarded work on other campuses.

**Military Excellence** - The Department of Defense has long been a sustaining client for Schneider Electric. To date we have designed and implemented over **\$32 million worth of work for the Virginia National Guard** over the last decade and have also done millions of dollars' worth of work for the **US Coast Guard-Puerto Rico and Veterans Integrated Service Networks (VISN) in Florida, Massachusetts, and Puerto Rico**. Schneider Electric knows how to work in regimented environments and be held to rigorous quality standards that our nation's military guard units demand. Work with our design and construction teams and you will find a strict discipline and well-polished set of procedures in place to ensure timely well-planned projects that can set the OMNIA contract users up for success long-term.

**State Agency Excellence** - No other ESCO can claim experience like Schneider Electric has with state agencies around the United States. From Virginia to Oregon, from Texas to Pennsylvania, Schneider Electric has consistently competed, won, and delivered projects repeatedly in this sector. With our headquarters located in Dallas, Texas, we have secured seven phases of work with the Texas Health and Human Services Commission (\$70 million), the Texas Parks and Wildlife Commission, and the Texas Department of Public Safety. In Oregon, we competed and were awarded work with the Oregon Department of Corrections, and in Pennsylvania we have done projects with both the Department of Corrections as well as the Pennsylvania State Police. Our core team has executed more than 20 State Agency projects in Virginia including the Virginia Department of General Services.

In the Southeast, we are **the only** Energy Services Company to have been selected and execute performance contracts with two state agencies in Alabama. The first state performance contract ever implemented in Alabama was done by the Alabama Department of Mental Health. This project encompassed the Greil Memorial Hospital site in Montgomery, Alabama. Seven other ESCOs competed for this in an extensive RFP process like the City of



Atlanta is undertaking. We were shortlisted and selected to complete a 20-year project at this site. Schneider Electric has effectively lowered energy usage by **over 45%** at this facility and a complete central plant renovation was executed. While we were installing this project, a second RFP was released by the department for the remaining five (5) hospitals around the state and we were again selected over five other companies to complete this work. To date, Schneider Electric has designed over **\$25 million** worth of work for the Department of Mental Health and expects to see **\$1.7 million per year** in savings to the department as well as renewed facilities and happier patients.

In North Carolina, Schneider was selected to perform the project at North Carolina State University. We were selected over several other firms to complete a performance contract on the campus. We take extreme pride in this project as the state and university trusts us with one of its flagship universities. We were selected for this job, because of our prior experience in similar situations in higher education and our track record of **performing under tight timelines**.

**List of All ECMs that can be implemented through OMNIA's contract**

Following is an extensive list of our scope of services for buildings, water and wastewater.

**Schneider Electric Energy and Sustainability Services: Buildings**

Heating Systems	Cooling Systems	HVAC Systems
Boiler Replacement	Chiller Replacements	Inefficient Air Handling Unit replacement
High Efficient Modular Boilers	Gas Fire Centrifugal Chillers	Variable Frequency Drives
Burner Replacement	CFC Containment Conversions	Heat Recovery Systems
Boiler Stock Heat Reclaim	Tower Free Cooling	Low Leakage Air Dampers
Perimeter Radiation	Commercial Refrigeration	Variable Air Volume Systems
High Efficient Domestic Water Heaters	Cooling Towers	Demand Control Ventilation
Gas Line Turbulators	Thermal Energy Storage Systems	Exhaust Fans
Steam Trap Retrofits	Reclaim A.C. Heat Rejection	Fan Coil Units
Steam Pressure Control		Motor Replacement
Temperature Reset Control		Unit Heaters/Ventilators
Electric Heating to Gas		Computer Room Units
Piping Insulation		



Water Management Systems	Lighting Systems	Control/Automation Systems
Retrofit Flush Valves, Showerheads, Faucets, Toilets	Lighting Controls	Facility Management Systems
Automated Water Systems	Daylight Harvesting	Direct Digital Controls
Cooling Tower Retrofits	Occupancy Sensors	Pneumatic Controls
Ice Machines	Incandescence to Fluorescent	Manual Valves to Automatic Valves
Walk-in Coolers/Freezers	LED Exit Signs	Air Compressors
Domestic Water Waste Heat Recovery	Emergency Lighting	Lab Flume Hood Control
	Ambient Light Control	Multi-System Integration
	Exterior Lighting Retrofit	

**Energy Services**

**Renewable Energy**

**Miscellaneous**

### Schneider Electric Energy and Sustainability Services: Buildings

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

Cogeneration  
Biomass  
Solar Power - Photovoltaic  
& Thermal  
Wind Turbine  
Geothermal Heat Pumps  
Fuel Cells  
Micro-grid  
Combined Heat and Power  
EV Infrastructure  
Energy as a Service (EaaS)  
Charging as a Service  
(CaaS)



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  
Energy as a Service (EaaS)

**Project Pricing - Performance Contracting / Design – Build  
See Tab 2**

## **Project Financing**

To most effectively address your needs, Schneider Electric can assist in structuring the financing necessary to funding your guaranteed energy savings program in several different ways. Funding the project internally, utilizing a tax-exempt municipal lease/purchase, or some combination of the two are the most common approaches. Use of bond proceeds provides yet another avenue, albeit with some disadvantages.

Schneider Electric provides a detail project financing overview during the Investment Grade Audit. Kim Albertson, Finance Manager at Schneider Electric, will review the OMNIA users' current financial situation before identifying the lowest cost, highest value financial method to maximize project benefit. We will qualify local, regional, and national banks, assist in negotiating terms and conditions, and are available as client support throughout the process.

Ms. Albertson's sole function is to work directly with OMNIA contract users to identify the best funding sources, assist in procuring financing, and to work directly between the agency and the lender to ensure a smooth process. Her focus is only on developing the financial parameters of guaranteed energy savings projects and developing relationships with potential lenders for Schneider Electric.

Kimberly Albertson, Manager – Financial Services  
email: kimberly.albertson@schneider-electric.com  
Phone: (207) 607 9511

## **Analysis**

Some critical considerations of financing agreements are the payment determination method and the payment frequency. The payment determination method is a simple finance calculation using the principal to be borrowed, the interest rate to be charged, the term, the payment frequency, and whether the payments are to be made in advance or in arrears as inputs.

The payment frequency and whether the payments are in advance or arrears will have a tremendous affect upon the outcome of that calculation. Both of those matters are flexible and can be tailored to meet the needs of the client. Repayment may be structured such that payments do not begin until sufficient savings are generated to make the payment. In this scenario, substantial interest will accrue during the project implementation period, which will reduce the amount of work possible with a given amount of savings potential. If the client has some funds available, the repayment schedule may be structured such that the client makes payments and is then reimbursed by the energy savings. This dramatically reduces the client's interest expense, allowing a larger scope of work or faster payoff.

- One of the most important aspects of any financing package is the interest rate obtained. Our projects have a history of receiving exceptionally competitive rates. Obviously, interest rates for projects depend not only on the strength of the ESCO but also on the quality of the client's credit rating. In addition, interest rates fluctuate and will probably change between the submission of this proposal and execution of an implementation contract.

However, based upon current market conditions and quotations for other projects of a similar nature, we believe that **OMNIA contract users could expect a rate between 2% - 4%** based upon recent information provided to Schneider Electric by financial institutions. This rate is dependent on scope of work, term, and final cost. The following sections provide an overview of the financial options available to OMNIA contract users and provide the methods of financing to be considered.

### Financing Options

Schneider Electric and its clients share a vested interest in securing the best possible funding mechanisms. The less our clients spend on financing, the more they can invest in improving their building environments. Since the method and cost of financing is a critical value to our clients, we invest time & resources to identify the best options to fund our projects.

Our program manager, along with our internal financial expert, will work with your leadership to understand goals for the financial agreement regarding the term, desired cash flow, and what types of debt structure would be preferred. Our financial expert will then evaluate all options available and will work with you to determine the best approach to maximize the impact of the savings while meeting your financial goals.

The financing of an energy project is a separate contract from the actual energy services agreement (ESA). Unlike other Energy Services Companies, **Schneider Electric does not charge our customers or profit from the financing of energy projects.** All financing for our projects comes from independent 3<sup>rd</sup> party lender/investor sources. **Based upon the performance of our past projects and Schneider Electric’s financial strength, many financial institutions remain very interested in providing competitive financial solutions for our projects. The high level of assurance that our projects will perform results in the most attractive financing terms and conditions for our clients.**

### Municipal Leasing

A tax-exempt lease purchase agreement, also known as a municipal lease, is closer to an installment-purchase agreement than a rental agreement. One of the primary benefits of this financing mechanism is that the lessee’s (borrower’s) payment obligation often terminates if the lessee fails to appropriate funds to make lease payments. Because of this provision, neither the lease nor the lease payments are considered debt and payments can typically be made from the energy savings in your operating budget. This treatment provides tax benefits (and thereby a lower interest rate) and does not impact the client’s capital structure. The net result is a scenario less likely to encumber the client’s other available sources of funds (i.e. bonding limits). This is a very common financial structure used by other entities nationwide and has been used by successfully by Schneider Electric in the past.

	Program Structure
Tax Exempt Lease Purchase (TELP)	<ul style="list-style-type: none"> <li>• Most common financing vehicle used by ESCO’s</li> <li>• 2.5 – 4% current interest rate range as example – 15-year repayment term</li> <li>• Normally 15year repayment term beginning after construction</li> <li>• Flexible repayment schedule- quarterly, monthly, yearly, etc.</li> <li>• Repayment subject to annual appropriation</li> <li>• Customer owns the equipment as installed and accepted -</li> <li>• Lender retains a security interest and files UCC-1 forms</li> <li>• Lender included as Loss Payee on Customer’s insurance policies</li> <li>• Construction financing- escrow account is set up by the lender – SE invoices approved by customer and payment released by escrow agent on behalf of customer.</li> </ul>

Unlike bond issues, tax-exempt lease purchase financing typically does not require a voter referendum because it is considered an operating, rather than capital expenditure. However, lenders will want to know that the assets being financed are of *essential use*, which will minimize their risk of non-appropriation. Another difference between lease/purchase and bond issues is the financing term. Typically, lease purchases are available for terms up to 15 years, while bond terms can extend much further. Your organization may already be leasing

equipment, especially if your organization has a Master Lease agreement in place with a lending institution.

Performance contracting through lease/purchase provides an effective way to fund efficiency improvements if savings can be easily measured and documented. Savings used to document lease/purchase financing that don't pass Schneider Electric's **real and verifiable** litmus test should be handled cautiously and the risks carefully weighed against the benefits associated.

A popular form of lease purchase structure for use on large projects is Certificates of Participation (COP). Due to cost of issuance, this structure does not always fit into the financial criteria of our clients. During the Investment Grade Audit, OMNIA contract users can review this variation of a lease purchase to determine if it fits into your financial goals. The difference of a COP compared to typical lease financing is the lease is divided by the Lender and sold to multiple investors, as opposed to a standard lease purchase which is typically held by a single investor.

Program Structure	
Certificates of Participation (COP)	<ul style="list-style-type: none"> <li>• Form of lease purchase</li> <li>• Cost of issuance is higher than lease purchase</li> <li>• Generally, 10 to 15 basis points lower than traditional lease purchase</li> <li>• Tax exempt interest rates</li> <li>• Term can be extended beyond 15 years (15-25)</li> <li>• Rated by rating agency, where a lease purchase is generally not</li> </ul>

**Bonds**

Bonds carry a stated interest rate and are typically payable over terms of up to 25 years. Since the payments on bonds are treated as pledged debt, the interest rates associated are typically very low depending on your credit rating. The legal and issuance costs associated with a bond issue are substantial but may be offset by the benefits of lower interest rates on large financings (\$5M+). Often, approval from the constituents being taxed is required to use bonds as a finance mechanism. This can complicate timelines as well as have dramatic effects on your ability for major improvements that may require downtime of critical systems.

**Direct Appropriations**

Historically, cash on hand or direct appropriations have provided an alternative for energy efficiency financing for most entities. Funding these programs internally allows clients to retain all the savings generated by the improvements implemented, immediately realize operating expense reductions, and relieve the project of debt service burden. Using cash also allows clients to apply on-hand dollars to reduce annual operating expenses. This approach has been particularly popular in areas of the country where operating budgets are being stretched tighter each year.

For some entities, the high rates of return generated by funding a performance contract with cash are extremely attractive. Many projects, when funded with cash on hand offer returns of 10%+, unheard of in today's economic circumstances.

**Bundled Financing**

Agencies can take advantage of the availability of different financing options, choosing those that best fit their needs. Many times, that means using a combination of options to come up with the smartest strategies for reducing energy costs. Carefully matching financing options, such as utility incentives and energy saving performance contracting, with specific situations can make the difference between a promising project stalled because it lacks adequate funding and a successful project resulting in energy and money savings.

In most instances, the financing of a performance contract is a separate contract from that of the actual performance contract. The client enters into a lease/purchase agreement directly with a financing company of their choice. Securing an attractive interest rate and any accompanying services are the sole responsibility of the client. However, in some states, ESCOs are required to act as the lessor and provide project financing. No ESCO is in business to also be a bank. Thus, what occurs is the ESCO obtains the financing under an “assignment at closing” agreement. This means that the repayment stream is “assigned” to the finance company instantly when the contracts are executed.

We are comfortable with this arrangement and have acted in this role in the past when it proved beneficial to the client. It is important, however, that the client know that this service does not produce additional sales margin or fee-based profit for us. Some industry competitors use this bundling of project financing and implementation to gain profit margin by taking a spread in points on the interest rate. This is not the case with Schneider Electric.

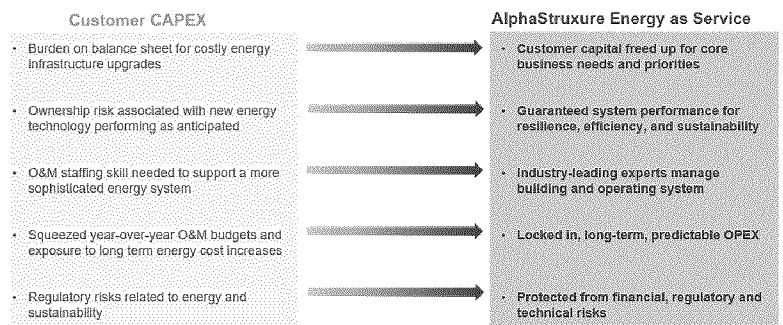
In fact, we prefer to obtain two or three quotes from sources we have experience with who are capable of addressing our client’s needs and have superior track records of client service. We then **let the client choose** which company, rate, and structure they prefer since through an “assignment-at-closing” finance deal the client will end up dealing with the financing company in the end.

**Energy as a Service**

OMNIA contract users may also consider an innovative alternative to solving energy challenges through an Energy as a Service (EaaS) approach. EaaS is a long-term agreement that eliminates upfront capital outlay from the host organization, reduces long-term risk, and offers a comprehensive solution to meet host-specified outcomes for sustainability, resilience, reliability, and efficiency.

**Why Energy as a Service?**

Preserve your organization’s capital for core business objectives

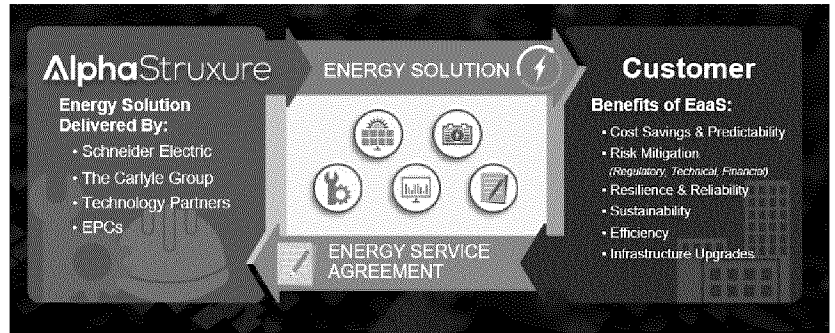


An EaaS approach to onsite sustainable and resilient energy empowers organizations to make energy a competitive advantage: preserving capital for core needs and also ensuring energy is an enabler – not a hindrance – of long-term objectives. EaaS eliminates capital outlay as well as the costs associated with the designing, building, operation and maintenance of energy assets. EaaS also removes the complexity and risk of navigating tax incentives and wholesale electricity market optimization. As a result, EaaS delivers long-term, predictable energy savings, increased sustainability, improved reliability, and better resilience

Unlike an Energy Savings Performance Contract where the site pays volumetrically for energy *saved*, an EaaS agreement provides a service to the site who then pays volumetrically for energy *produced*. The onsite energy-producing assets integrated into a digitally-enabled microgrid, are owned, operated and maintained by an expert third-party.

EaaS offers a way for organizations to bring the many benefits of microgrids to their sites while using a familiar, low-risk approach to managing their energy spend.

AlphaStruxure, a Schneider Electric and Carlyle Group joint venture, was created to deliver end-to-end EaaS capabilities, building complex energy systems in a more renewable and sustainable way.



Leveraging deep understanding of the changing energy landscape in North America and the financial pressures commercial and industrial organizations face, AlphaStruxure partners with you to develop a right-sized technical, financial and contractual solution that solves for integrated outcomes important to your organization.

The AlphaStruxure joint venture between Carlyle and Schneider builds on an alliance first established in 2018 to solve the traditional impediments to energy modernization through creative structuring models that deliver distributed generation and advance microgrid capability to end users.

A partnership with AlphaStruxure would provide OMNIA contract users with comprehensive EaaS capabilities, including direct access to strategic capital, unparalleled energy and automation technology while leveraging Carlyle’s project structuring expertise.

We invite the OMNIA contract users team to explore EaaS opportunities for your facility which could address integrated distributed generation technologies beyond Combined Heat and Power to achieve transformational challenges to your energy future.

**THE CARLYLE GROUP**  
ASSET MANAGEMENT

**1,725+** EMPLOYEES IN 33 GLOBAL OFFICES

**\$222** BILLION AUM

**\$182+** BILLION

Portfolio investments make Carlyle the 2nd Largest US Fortune 500 Company by Headcount and 27th by LTM Revenue

**Schneider Electric**

**137K+** EMPLOYEES IN 100+ COUNTRIES

**#1** ENERGY AS A SERVICE SOLUTION PROVIDER (MARKET RESEARCH, 2021)

**€26** BILLION FY 2021 REVENUES

**#1** WORLDWIDE (MARKET RESEARCH, 2021)

**5%** (MARKET RESEARCH, 2021)

**AlphaStruxure**  
Energy-as-a-Service  
Tailored for Your Needs

**Grants, Incentives and State Funding**

**Utility Rebate Programs**

Schneider Electric actively monitors the various state regulatory agencies that have rulemaking authority for utility rebate programs. We are typically able to use the rebates to reduce the installed cost of the projects, which will improve the overall payback period and allow us to install additional measures within the contract term or possibly reduce the term of the contract. The securing of rebates begins in the development phase where our energy engineers will contact the OMNIA contract user’s specific utility companies. From there, the

typical utility rebate process involves the company performing a pre-site walkthrough, prescriptive/custom form sign off filled out by Schneider Electric and approved by the client, install, and a post site walkthrough to verify the upgrades. From there, the utility company will issue a rebate in the form of a check to OMNIA contract users after installation. Our program manager will guide the OMNIA contract user through this aspect of development to ensure the maximum amount of incentives can be secured.

***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.***

***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.***

***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.***



**Tab 6 Additional Required Documents (Appendix C)**

- a) Acknowledgement and Acceptance of Region 4 ESC's Open Record Policy (Appendix C, Doc #1)*
- b) Antitrust Certification Statement (Tex. Government Code § 2155.005)*
- c) Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)*
- d) Texas Government Code 2270 Verification Form (Appendix C, Doc #4)*
- e) Felony Conviction Notification (Appendix C, Doc #5)*
- f) Any additional agreements Offeror will require Participating Agencies to sign*

**Appendix C, Doc #1**

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*Appendix C, Doc #1*

**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.)*

04-Jan-2022  
Date

Authenticated by  
James M. H. [Signature]  
Authorized Signature & Title  
SVP, Digital Buildings

**Appendix C, Doc #2**



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Appendix C, Doc #2

**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;  
Schneider Electric Buildings
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.

<b>Company</b>	Schneider Electric	<b>Contact</b>	<small>DocuSigned by:</small>  <b>Signature</b>
	Buildings Americas, Inc		Chas Reynolds
			Program Manager
<b>Address</b>	1650 W. Crosby Road	<b>Official Authorizing Proposal</b>	<small>DocuSigned by:</small>  <b>Signature</b>
	Carrollton, TX 75006		James Mylett
			SVP, Digital Buildings
<b>Phone</b>			Position with Company
<b>Fax</b>			

## Appendix C, DOC # 3

### 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.

**Appendix C, DOC # 4**

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*Appendix C, DOC # 4*

**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, James Mylett, 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.

04-Jan-2022  
Date

DocuSigned by:  
James Mylett  
Signature of Named Authorized Company Representative

## Appendix C, DOC # 5

### 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.

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I, James Mylett, 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: \_\_\_\_\_

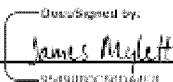
B. My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

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:  \_\_\_\_\_ Date: 04-Jan-2022

## Tab 7 Additional Attachments

- a) Draft Contract
- b) Exhibit F
- c) Exhibit G
- d) Schneider Electric Annual Report
- e) Schneider Electric Fact Sheet
- f) Schneider Electric Brochure



**APPENDIX A**  
**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2022 by and between Schneider Electric Buildings Americas, Inc ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facility Technology Integration and Security System Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R 22-07 for Facility Technology Integration and Security System Services ("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") 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 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.

- 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, TX 75006

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name James Mylett

Title SVP, Digital Buildings

Authorized signature DocuSigned by:  
*James Mylett*  
9549B80C86DA4F8... \_\_\_\_\_

**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



**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**

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**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 MS 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 MS 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 MS 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 MS Initials of Authorized Representative of offeror



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         *JM*         Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES         *JM*         Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES         *JM*         Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does offeror agree? YES         *JM*         Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES         *JM*         Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES         *JM*         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.**

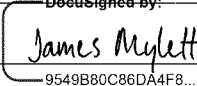
Offeror's Name: Schneider Electric Buildings Americas, Inc

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

Phone Number: \_\_\_\_\_ Fax Number:  
\_\_\_\_\_

Printed Name and Title of Authorized Representative:  
James Mylett, SVP, Digital Building

Email Address:  
\_\_\_\_\_

Signature of Authorized Representative:  Date: 04-Jan-2022  
9549B80C86DA4F8...

## FEMA SPECIAL CONDITIONS

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

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

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

### **Conflicts of Interest**

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

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

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

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

### **Affirmative Steps**

Version August 12, 2021

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

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

### **Federal Requirements**

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

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

### **1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.



§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b. Key Definitions.**

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

**d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

*Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    - 2. The contract requires the approval of FEMA, regardless of amount.
    - 3. The contract is for federally-required audit services.
    - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2



C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

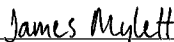
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

**Schneider Electric**

The Contractor 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:



9549B80C86D24F8  
Signature of Contractor's Authorized Official

James Mylett, SVP, Digital Building

Name and Title of Contractor's Authorized Official

04-Jan-2022

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - 2. Meeting contract performance requirements; or
    - 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 13. CHANGES

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

### 14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

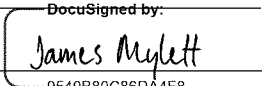
Offeror's Name: Schneider Electric Buildings Americas, Inc

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:  
James Mylett, SVP, Digital Building

Email Address: \_\_\_\_\_

Signature of Authorized Representative:  \_\_\_\_\_  
9549B80C86DA4F8...

Date: 04-Jan-2022

**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.

DOC #1

**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.**

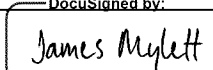
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**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):	James Mylett	Title:	SVP, Digital Buildings
Signature:	 <small>DocuSigned by: 9549B80C86DA4F8...</small>	Date:	04-Jan-2022

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.

Type text here

Type text here

NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

ss:

I, James Mylett residing in Carrollton  
(name of affiant) (name of municipality)  
in the County of Dallas and State of Texas of full  
age, being duly sworn according to law on my oath depose and say that:

I am SVP, Digital Buildings of the firm of Schneider Electric Buildings Americas, Inc  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled Facility Technology & Security, 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

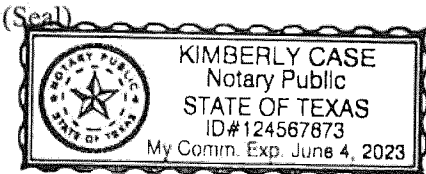
before me this day

DocuSigned by:  
James Mylett  
Signature

January 4, 2022  
Kimberly Case  
Notary public of \_\_\_\_\_

James Mylett  
(Type or print name of affiant under signature)

My Commission expires June 4, 2023



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Schneider Electric Buildings Americas, Inc  
**Street:** 1650 W Crosby Rd,  
**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.*

04-Jan-2022  
**Date**

DocuSigned by:  
James Mylett  
**Authorized Signature and Title**  
SVP, Digital Buildings

DOC #3, continued

**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).

DocuSigned by:

*James Mylett*

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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 checked="" 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)			

## DOC #4

**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.

## DOC #4, continued

**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.”



DOC #4, continued

**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 Rd,		
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.

DocuSigned by:  
  
 Signature: James Mylett                      James Mylett                      SVP, Digital Buildings  
AT49B80C86DA4F8...                      Printed Name                      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)

DOC #4, continued

**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.**

DOC #5

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:

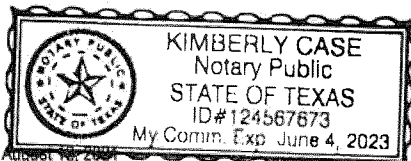
- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Notary and Affiant signature section with handwritten dates and names.



DOC #6

**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/>

DOC #8

**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:

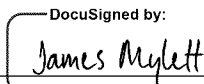
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

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: James Mylett

Title: SVP, Digital Buildings

Signature:   
9549B80C86DA4F8...

Date: 04-Jan-2022

**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>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		STATE <b>60173</b>
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		

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)

DOC #9

**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:**

 Schneider Electric  
Buildings Americas, Inc

**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.

DocuSigned by:

04-Jan-2022

Signature

Date

James Mylett, SVP, Digital Building

Print Name and Title

**Exhibit H**



## Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA

CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA  
 CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT

FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT

MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT

SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT

COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT,  
OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR

BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BAY AREA HEALTH DISTRICT, OR  
 BAYSHORE SPECIAL ROAD DISTRICT, OR  
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
 BEAVER CREEK WATER CONTROL DISTRICT, OR  
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR  
 BEAVER SLOUGH DRAINAGE DISTRICT, OR  
 BEAVER SPECIAL ROAD DISTRICT, OR  
 BEAVER WATER DISTRICT, OR  
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR  
 BEND METRO PARK AND RECREATION DISTRICT  
 BENTON S.W.C.D., OR  
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR  
 BEVERLY BEACH WATER DISTRICT, OR  
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
 BIG BEND IRRIGATION DISTRICT, OR  
 BIGGS SERVICE DISTRICT, OR  
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR  
 BLACK BUTTE RANCH R.F.P.D., OR  
 BLACK MOUNTAIN WATER DISTRICT, OR  
 BLODGETT-SUMMIT R.F.P.D., OR  
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
 BLUE RIVER PARK & RECREATION DISTRICT, OR  
 BLUE RIVER WATER DISTRICT, OR  
 BLY R.F.P.D., OR  
 BLY VECTOR CONTROL DISTRICT, OR  
 BLY WATER AND SANITARY DISTRICT, OR  
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR  
 BOARDMAN PARK AND RECREATION DISTRICT  
 BOARDMAN R.F.P.D., OR  
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR  
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR  
 BONANZA R.F.P.D., OR  
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR  
 BORING WATER DISTRICT #24, OR  
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR  
 BRIDGE R.F.P.D., OR  
 BROOKS COMMUNITY SERVICE DISTRICT, OR  
 BROWNSVILLE R.F.P.D., OR  
 BUELL-RED PRAIRIE WATER DISTRICT, OR  
 BUNKER HILL R.F.P.D. #1, OR  
 BUNKER HILL SANITARY DISTRICT, OR  
 BURLINGTON WATER DISTRICT, OR  
 BURNT RIVER IRRIGATION DISTRICT, OR  
 BURNT RIVER S.W.C.D., OR  
 CALAPOOIA R.F.P.D., OR  
 CAMAS VALLEY R.F.P.D., OR  
 CAMELLIA PARK SANITARY DISTRICT, OR  
 CAMMANN ROAD DISTRICT, OR  
 CAMP SHERMAN ROAD DISTRICT, OR  
 CANBY AREA TRANSIT, OR  
 CANBY R.F.P.D. #62, OR  
 CANBY UTILITY BOARD, OR  
 CANNON BEACH R.F.P.D., OR  
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR

CAPE FERRELO R.F.P.D., OR  
 CAPE FOULWEATHER SANITARY DISTRICT, OR  
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
 CARMEL BEACH WATER DISTRICT, OR  
 CASCADE VIEW ESTATES TRACT 2, OR  
 CEDAR CREST SPECIAL ROAD DISTRICT, OR  
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
 CENTRAL CASCADES FIRE AND EMS, OR  
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
 CENTRAL LINCOLN P.U.D., OR  
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
 CENTRAL OREGON IRRIGATION DISTRICT, OR  
 CHAPARRAL WATER CONTROL DISTRICT, OR  
 CHARLESTON FIRE DISTRICT, OR  
 CHARLESTON SANITARY DISTRICT, OR  
 CHARLOTTE ANN WATER DISTRICT, OR  
 CHEHALEM PARK & RECREATION DISTRICT, OR  
 CHEHALEM PARK AND RECREATION DISTRICT  
 CHEMULT R.F.P.D., OR  
 CHENOWITH WATER P.U.D., OR  
 CHERRIOTS, OR  
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
 CHILOQUIN VECTOR CONTROL DISTRICT, OR  
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
 CHR DISTRICT IMPROVEMENT COMPANY, OR  
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
 CHRISTMAS VALLEY R.F.P.D., OR  
 CITY OF BOGALUSA SCHOOL BOARD, LA  
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
 CLACKAMAS RIVER WATER  
 CLACKAMAS RIVER WATER, OR  
 CLACKAMAS S.W.C.D., OR  
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
 CLATSKANIE LIBRARY DISTRICT, OR  
 CLATSKANIE P.U.D., OR  
 CLATSKANIE PARK & RECREATION DISTRICT, OR  
 CLATSKANIE PEOPLE'S UTILITY DISTRICT  
 CLATSKANIE R.F.P.D., OR  
 CLATSOP CARE CENTER HEALTH DISTRICT, OR  
 CLATSOP COUNTY S.W.C.D., OR  
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
 CLEAN WATER SERVICES  
 CLEAN WATER SERVICES, OR  
 CLOVERDALE R.F.P.D., OR  
 CLOVERDALE SANITARY DISTRICT, OR  
 CLOVERDALE WATER DISTRICT, OR  
 COALEDO DRAINAGE DISTRICT, OR  
 COBURG FIRE DISTRICT, OR  
 COLESTIN RURAL FIRE DISTRICT, OR  
 COLTON R.F.P.D., OR  
 COLTON WATER DISTRICT #11, OR  
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

COLUMBIA DRAINAGE VECTOR CONTROL, OR  
 COLUMBIA IMPROVEMENT DISTRICT, OR  
 COLUMBIA R.F.P.D., OR  
 COLUMBIA RIVER FIRE & RESCUE, OR  
 COLUMBIA RIVER PUD, OR  
 COLUMBIA S.W.C.D., OR  
 COLUMBIA S.W.C.D., OR  
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
 RESERVATION  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
 OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
 OR  
 COOS FOREST PROTECTIVE ASSOCIATION  
 COOS S.W.C.D., OR  
 COQUILLE R.F.P.D., OR  
 COQUILLE VALLEY HOSPITAL DISTRICT, OR  
 CORBETT WATER DISTRICT, OR  
 CORNELIUS R.F.P.D., OR  
 CORP RANCH ROAD WATER IMPROVEMENT, OR  
 CORVALLIS R.F.P.D., OR  
 COUNTRY CLUB ESTATES SPECIAL WATER  
 DISTRICT, OR  
 COUNTRY CLUB WATER DISTRICT, OR  
 COUNTRY ESTATES ROAD DISTRICT, OR  
 COVE CEMETERY MAINTENANCE DISTRICT, OR  
 COVE ORCHARD SEWER SERVICE DISTRICT, OR  
 COVE R.F.P.D., OR  
 CRESCENT R.F.P.D., OR  
 CRESCENT SANITARY DISTRICT, OR  
 CRESCENT WATER SUPPLY AND IMPROVEMENT  
 DISTRICT, OR  
 CROOK COUNTY AGRICULTURE EXTENSION  
 SERVICE DISTRICT, OR  
 CROOK COUNTY CEMETERY DISTRICT, OR  
 CROOK COUNTY FIRE AND RESCUE, OR  
 CROOK COUNTY PARKS & RECREATION DISTRICT,  
 OR  
 CROOK COUNTY S.W.C.D., OR  
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
 CROOKED RIVER RANCH R.F.P.D., OR  
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,  
 OR  
 CRYSTAL SPRINGS WATER DISTRICT, OR  
 CURRY COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 CURRY COUNTY PUBLIC TRANSIT SERVICE  
 DISTRICT, OR  
 CURRY COUNTY S.W.C.D., OR  
 CURRY HEALTH DISTRICT, OR  
 CURRY PUBLIC LIBRARY DISTRICT, OR  
 DALLAS CEMETERY DISTRICT #4, OR  
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
 DAYS CREEK R.F.P.D., OR  
 DAYTON FIRE DISTRICT, OR  
 DEAN MINARD WATER DISTRICT, OR  
 DEE IRRIGATION DISTRICT, OR  
 DEER ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 DELL BROGAN CEMETERY MAINTENANCE  
 DISTRICT, OR  
 DEPOE BAY R.F.P.D., OR  
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
 DESCHUTES COUNTY R.F.P.D. #2, OR  
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR

DESCHUTES S.W.C.D., OR  
 DESCHUTES VALLEY WATER DISTRICT, OR  
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
 DEXTER R.F.P.D., OR  
 DEXTER SANITARY DISTRICT, OR  
 DORA-SITKUM R.F.P.D., OR  
 DOUGLAS COUNTY FIRE DISTRICT #2, OR  
 DOUGLAS S.W.C.D., OR  
 DRAKES CROSSING R.F.P.D., OR  
 DRRH SPECIAL ROAD DISTRICT #6, OR  
 DRY GULCH DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 DUFUR RECREATION DISTRICT, OR  
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
 DUNDEE R.F.P.D., OR  
 DURKEE COMMUNITY BUILDING PRESERVATION  
 DISTRICT, OR  
 EAGLE POINT IRRIGATION DISTRICT, OR  
 EAGLE VALLEY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 EAGLE VALLEY R.F.P.D., OR  
 EAGLE VALLEY S.W.C.D., OR  
 EAST FORK IRRIGATION DISTRICT, OR  
 EAST MULTNOMAH S.W.C.D., OR  
 EAST SALEM SERVICE DISTRICT, OR  
 EAST UMATILLA CHEMICAL CONTROL DISTRICT,  
 OR  
 EAST UMATILLA COUNTY AMBULANCE AREA  
 HEALTH DISTRICT, OR  
 EAST UMATILLA COUNTY R.F.P.D., OR  
 EAST VALLEY WATER DISTRICT, OR  
 ELGIN COMMUNITY PARKS & RECREATION  
 DISTRICT, OR  
 ELGIN HEALTH DISTRICT, OR  
 ELGIN R.F.P.D., OR  
 ELKTON ESTATES PHASE II SPECIAL ROAD  
 DISTRICT, OR  
 ELKTON R.F.P.D., OR  
 EMERALD P.U.D., OR  
 ENTERPRISE IRRIGATION DISTRICT, OR  
 ESTACADA CEMETERY MAINTENANCE DISTRICT,  
 OR  
 ESTACADA R.F.P.D. #69, OR  
 EUGENE R.F.P.D. # 1, OR  
 EUGENE WATER AND ELECTRIC BOARD  
 EVANS VALLEY FIRE DISTRICT #6, OR  
 FAIR OAKS R.F.P.D., OR  
 FAIRVIEW R.F.P.D., OR  
 FAIRVIEW WATER DISTRICT, OR  
 FALCON HEIGHTS WATER AND SEWER, OR  
 FALCON-COVE BEACH WATER DISTRICT, OR  
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
 FARGO INTERCHANGE SERVICE DISTRICT, OR  
 FARMERS IRRIGATION DISTRICT, OR  
 FAT ELK DRAINAGE DISTRICT, OR  
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,  
 OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR

GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT, OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION DISTRICT, OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT, OR  
 HAINES FIRE PROTECTION DISTRICT, OR  
 HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY, OR  
 HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
 HEPPNER R.F.P.D., OR  
 HEPPNER WATER CONTROL DISTRICT, OR  
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT, OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT  
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR

HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR  
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
 IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR  
 JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR  
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT, OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT, OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT, OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR

KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY PREDATORY ANIMAL  
 CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD  
 DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP, OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,  
 OR  
 KLAMATH S.W.C.D., OR  
 KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFORCHE PARISH HEALTH UNIT – DHH-OPH  
 REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR

LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,  
 OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL  
 DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,  
 OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL  
 DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR  
 LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT,  
 OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,  
 OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,  
 OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,  
 OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 MALIN COMMUNITY PARK & RECREATION  
 DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE  
 DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY  
 CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR



MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR  
 MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT,  
 OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA  
 HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT,  
 OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION  
 DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKI CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR  
 NEW CARLTON FIRE DISTRICT, OR  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NEW PINE CREEK R.F.P.D., OR  
 NEWBERG R.F.P.D., OR  
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
 NEWPORT R.F.P.D., OR  
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 NORTH ALBANY R.F.P.D., OR  
 NORTH BAY R.F.P.D. #9, OR  
 NORTH CLACKAMAS PARKS & RECREATION  
 DISTRICT, OR  
 NORTH COUNTY RECREATION DISTRICT, OR  
 NORTH DOUGLAS COUNTY FIRE & EMS, OR  
 NORTH DOUGLAS PARK & RECREATION DISTRICT,  
 OR  
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 NORTH GILLIAM COUNTY R.F.P.D., OR  
 NORTH LAKE HEALTH DISTRICT, OR  
 NORTH LEBANON WATER CONTROL DISTRICT, OR  
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
 NORTH LINCOLN HEALTH DISTRICT, OR  
 NORTH MORROW VECTOR CONTROL DISTRICT, OR  
 NORTH SHERMAN COUNTY R.F.P.D., OR  
 NORTH UNIT IRRIGATION DISTRICT, OR  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,  
 OR  
 NORTHERN WASCO COUNTY P.U.D., OR  
 NORTHERN WASCO COUNTY PARK & RECREATION  
 DISTRICT, OR  
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
 NYSSA RURAL FIRE DISTRICT, OR  
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
 OAK LODGE WATER SERVICES, OR  
 OAKLAND R.F.P.D., OR  
 OAKVILLE COMMUNITY CENTER, OR  
 OCEANSIDE WATER DISTRICT, OR  
 OCHOCO IRRIGATION DISTRICT, OR  
 OCHOCO WEST WATER AND SANITARY  
 AUTHORITY, OR  
 ODELL SANITARY DISTRICT, OR  
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
 ONTARIO LIBRARY DISTRICT, OR  
 ONTARIO R.F.P.D., OR  
 OPHIR R.F.P.D., OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON INTERNATIONAL PORT OF COOS BAY, OR  
 OREGON LEGISLATIVE ADMINISTRATION  
 OREGON OUTBACK R.F.P.D., OR  
 OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY  
 AUTHORITY, OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR

PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
 #5, OR  
 PILOT ROCK PARK & RECREATION DISTRICT, OR  
 PILOT ROCK R.F.P.D., OR  
 PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
 OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR  
 PINWOOD COUNTRY ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
 PISTOL RIVER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION DISTRICT,  
 OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT, OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
 OR  
 PORT OF ALSEA, OR  
 PORT OF ARLINGTON, OR  
 PORT OF ASTORIA, OR  
 PORT OF BANDON, OR  
 PORT OF BRANDON, OR  
 PORT OF BROOKINGS HARBOR, OR  
 PORT OF CASCADE LOCKS, OR  
 PORT OF COQUILLE RIVER, OR  
 PORT OF GARIBALDI, OR  
 PORT OF GOLD BEACH, OR  
 PORT OF HOOD RIVER, OR  
 PORT OF MORGAN CITY, LA  
 PORT OF MORROW, OR  
 PORT OF NEHALEM, OR  
 PORT OF NEWPORT, OR  
 PORT OF PORT ORFORD, OR  
 PORT OF PORTLAND, OR  
 PORT OF SIUSLAW, OR  
 PORT OF ST. HELENS, OR  
 PORT OF THE DALLES, OR  
 PORT OF TILLAMOOK BAY, OR  
 PORT OF TOLEDO, OR  
 PORT OF UMATILLA, OR  
 PORT OF UMPQUA, OR  
 PORT ORFORD CEMETERY MAINTENANCE  
 DISTRICT, OR

PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
 PORT ORFORD R.F.P.D., OR  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 POWDER R.F.P.D., OR  
 POWDER RIVER R.F.P.D., OR  
 POWDER VALLEY WATER CONTROL DISTRICT, OR  
 POWERS HEALTH DISTRICT, OR  
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
 #1, OR  
 PROSPECT R.F.P.D., OR  
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
 OR  
 RAINBOW WATER DISTRICT, OR  
 RAINIER CEMETERY DISTRICT, OR  
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
 RALEIGH WATER DISTRICT, OR  
 REDMOND AREA PARK & RECREATION DISTRICT,  
 OR  
 REDMOND FIRE AND RESCUE, OR  
 RIDDLE FIRE PROTECTION DISTRICT, OR  
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
 OR  
 RIDGEWOOD ROAD DISTRICT, OR  
 RIETH SANITARY DISTRICT, OR  
 RIETH WATER DISTRICT, OR  
 RIMROCK WEST IMPROVEMENT DISTRICT, OR  
 RINK CREEK WATER DISTRICT, OR  
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER ROAD PARK & RECREATION DISTRICT, OR  
 RIVER ROAD WATER DISTRICT, OR  
 RIVERBEND RIVERBANK WATER IMPROVEMENT  
 DISTRICT, OR  
 RIVERDALE R.F.P.D. 11-JT, OR  
 RIVERGROVE WATER DISTRICT, OR  
 RIVERSIDE MISSION WATER CONTROL DISTRICT,  
 OR  
 RIVERSIDE R.F.P.D. #7-406, OR  
 RIVERSIDE WATER DISTRICT, OR  
 ROBERTS CREEK WATER DISTRICT, OR  
 ROCK CREEK DISTRICT IMPROVEMENT, OR  
 ROCK CREEK WATER DISTRICT, OR  
 ROCKWOOD WATER P.U.D., OR  
 ROCKY POINT FIRE & EMS, OR  
 ROGUE RIVER R.F.P.D., OR  
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
 ROGUE VALLEY SEWER SERVICES, OR  
 ROGUE VALLEY SEWER, OR  
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
 ROSEBURG URBAN SANITARY AUTHORITY, OR  
 ROSEWOOD ESTATES ROAD DISTRICT, OR  
 ROW RIVER VALLEY WATER DISTRICT, OR  
 RURAL ROAD ASSESSMENT DISTRICT #3, OR  
 RURAL ROAD ASSESSMENT DISTRICT #4, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR

SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR  
 SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
 SHANGRI-LA WATER DISTRICT, OR  
 SHASTA VIEW IRRIGATION DISTRICT, OR  
 SHELLEY ROAD CREST ACRES WATER DISTRICT, OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
 SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR  
 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR

SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR  
 SPECIAL ROAD DISTRICT #8, OR  
 SPRING RIVER SPECIAL ROAD DISTRICT, OR  
 SPRINGFIELD UTILITY BOARD, OR  
 ST. PAUL R.F.P.D., OR  
 STANFIELD CEMETERY DISTRICT #6, OR  
 STANFIELD IRRIGATION DISTRICT, OR  
 STARR CREEK ROAD DISTRICT, OR  
 STARWOOD SANITARY DISTRICT, OR  
 STAYTON FIRE DISTRICT, OR  
 SUBLIMITY FIRE DISTRICT, OR  
 SUBURBAN EAST SALEM WATER DISTRICT, OR  
 SUBURBAN LIGHTING DISTRICT, OR  
 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR  
 SUMMER LAKE IRRIGATION DISTRICT, OR  
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
 SUMNER R.F.P.D., OR  
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 SUNDOWN SANITATION DISTRICT, OR  
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 SUNNYSIDE IRRIGATION DISTRICT, OR  
 SUNRISE WATER AUTHORITY, OR  
 SUNRIVER SERVICE DISTRICT, OR  
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
 SURFLAND ROAD DISTRICT, OR  
 SUTHERLIN VALLEY RECREATION DISTRICT, OR  
 SUTHERLIN WATER CONTROL DISTRICT, OR  
 SWALLEY IRRIGATION DISTRICT, OR  
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
 SWISSHOME-DEADWOOD R.F.P.D., OR  
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
 TALENT IRRIGATION DISTRICT, OR  
 TANGENT R.F.P.D., OR  
 TENMILE R.F.P.D., OR  
 TERREBONNE DOMESTIC WATER DISTRICT, OR  
 THE DALLES IRRIGATION DISTRICT, OR  
 THOMAS CREEK-WESTSIDE R.F.P.D., OR  
 THREE RIVERS RANCH ROAD DISTRICT, OR  
 THREE SISTERS IRRIGATION DISTRICT, OR  
 TIGARD TUALATIN AQUATIC DISTRICT, OR  
 TIGARD WATER DISTRICT, OR  
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR  
 TILLAMOOK COUNTY S.W.C.D., OR  
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
 TILLAMOOK FIRE DISTRICT, OR  
 TILLAMOOK P.U.D., OR  
 TILLER R.F.P.D., OR  
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 TOLEDO R.F.P.D., OR

TONE WATER DISTRICT, OR  
 TOOLEY WATER DISTRICT, OR  
 TRASK DRAINAGE DISTRICT, OR  
 TRI CITY R.F.P.D. #4, OR  
 TRI-CITY WATER & SANITARY AUTHORITY, OR  
 TRI-COUNTY METROPOLITAN TRANSPORTATION  
 DISTRICT OF OREGON  
 TRIMET, OR  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN HILLS PARK & RECREATION DISTRICT,  
 OR  
 TUALATIN S.W.C.D., OR  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY FIRE & RESCUE, OR  
 TUALATIN VALLEY IRRIGATION DISTRICT, OR  
 TUALATIN VALLEY WATER DISTRICT  
 TUALATIN VALLEY WATER DISTRICT, OR  
 TUMALO IRRIGATION DISTRICT, OR  
 TURNER FIRE DISTRICT, OR  
 TWIN ROCKS SANITARY DISTRICT, OR  
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
 TWO RIVERS S.W.C.D., OR  
 TWO RIVERS SPECIAL ROAD DISTRICT, OR  
 TYGH VALLEY R.F.P.D., OR  
 TYGH VALLEY WATER DISTRICT, OR  
 UMATILLA COUNTY FIRE DISTRICT #1, OR  
 UMATILLA COUNTY S.W.C.D., OR  
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
 OR  
 UMATILLA HOSPITAL DISTRICT, OR  
 UMATILLA R.F.P.D. #7-405, OR  
 UMATILLA-MORROW RADIO AND DATA DISTRICT,  
 OR  
 UMPQUA S.W.C.D., OR  
 UNION CEMETERY MAINTENANCE DISTRICT, OR  
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
 OR  
 UNION COUNTY VECTOR CONTROL DISTRICT, OR  
 UNION GAP SANITARY DISTRICT, OR  
 UNION GAP WATER DISTRICT, OR  
 UNION HEALTH DISTRICT, OR  
 UNION R.F.P.D., OR  
 UNION S.W.C.D., OR  
 UNITY COMMUNITY PARK & RECREATION  
 DISTRICT, OR  
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
 UPPER MCKENZIE R.F.P.D., OR  
 UPPER WILLAMETTE S.W.C.D., OR  
 VALE OREGON IRRIGATION DISTRICT, OR  
 VALE RURAL FIRE PROTECTION DISTRICT, OR  
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
 VALLEY VIEW CEMETERY MAINTENANCE  
 DISTRICT, OR  
 VALLEY VIEW WATER DISTRICT, OR  
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
 VERNONIA R.F.P.D., OR  
 VINEYARD MOUNTAIN PARK & RECREATION  
 DISTRICT, OR  
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
 OR  
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
 WALLOWA LAKE IRRIGATION DISTRICT, OR  
 WALLOWA LAKE R.F.P.D., OR  
 WALLOWA S.W.C.D., OR  
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
 OR

WAMIC R.F.P.D., OR  
 WAMIC WATER & SANITARY AUTHORITY, OR  
 WARMSPRINGS IRRIGATION DISTRICT, OR  
 WASCO COUNTY S.W.C.D., OR  
 WATER ENVIRONMENT SERVICES, OR  
 WATER WONDERLAND IMPROVEMENT DISTRICT,  
 OR  
 WATERBURY & ALLEN DITCH IMPROVEMENT  
 DISTRICT, OR  
 WATSECO-BARVIEW WATER DISTRICT, OR  
 WAUNA WATER DISTRICT, OR  
 WEDDERBURN SANITARY DISTRICT, OR  
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
 OR  
 WEST EXTENSION IRRIGATION DISTRICT, OR  
 WEST LABISH DRAINAGE & WATER CONTROL  
 IMPROVEMENT DISTRICT, OR  
 WEST MULTNOMAH S.W.C.D., OR  
 WEST SIDE R.F.P.D., OR  
 WEST SLOPE WATER DISTRICT, OR  
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
 OR  
 WEST VALLEY FIRE DISTRICT, OR  
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
 WESTERN LANE AMBULANCE DISTRICT, OR  
 WESTLAND IRRIGATION DISTRICT, OR  
 WESTON ATHENA MEMORIAL HALL PARK &  
 RECREATION DISTRICT, OR  
 WESTON CEMETERY DISTRICT #2, OR  
 WESTPORT FIRE AND RESCUE, OR  
 WESTRIDGE WATER SUPPLY CORPORATION, OR  
 WESTWOOD HILLS ROAD DISTRICT, OR  
 WESTWOOD VILLAGE ROAD DISTRICT, OR  
 WHEELER S.W.C.D., OR  
 WHITE RIVER HEALTH DISTRICT, OR  
 WIARD MEMORIAL PARK DISTRICT, OR  
 WICKIUP WATER DISTRICT, OR  
 WILLAKENZIE R.F.P.D., OR  
 WILLAMALANE PARK & RECREATION DISTRICT, OR  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY  
 WILLAMETTE RIVER WATER COALITION, OR  
 WILLIAMS R.F.P.D., OR  
 WILLOW CREEK PARK DISTRICT, OR  
 WILLOW DALE WATER DISTRICT, OR  
 WILSON RIVER WATER DISTRICT, OR  
 WINCHESTER BAY R.F.P.D., OR  
 WINCHESTER BAY SANITARY DISTRICT, OR  
 WINCHUCK R.F.P.D., OR  
 WINSTON-DILLARD R.F.P.D., OR  
 WINSTON-DILLARD WATER DISTRICT, OR  
 WOLF CREEK R.F.P.D., OR  
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 WOODBURN R.F.P.D. NO. 6, OR  
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
 WOODS ROAD DISTRICT, OR  
 WRIGHT CREEK ROAD WATER IMPROVEMENT  
 DISTRICT, OR  
 WYEAST FIRE DISTRICT, OR  
 YACHATS R.F.P.D., OR  
 YAMHILL COUNTY TRANSIT AREA, OR  
 YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
 OR  
 ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 SALEM-KEIZER PUBLIC SCHOOLS 24J  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56

NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT  
 CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT

EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
 UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING  
 ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MUL TNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY

OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION





# Schneider Electric Fact Sheet

Leading the digital transformation of energy  
management in North America

[se.com/us](https://se.com/us)



Life Is On

**Schneider**  
Electric



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Leading the way

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Schneider Electric is leading the digital transformation of energy management and industrial automation in North America

40 states in the U.S. 100 years in business 19,000+ employees

Operates across 40 states in the U.S.

100+ years in business in U.S. and Canada; 75 years in Mexico

19,000+ U.S. employees with 40+ manufacturing facilities, R&D centers, sales offices and distribution centers

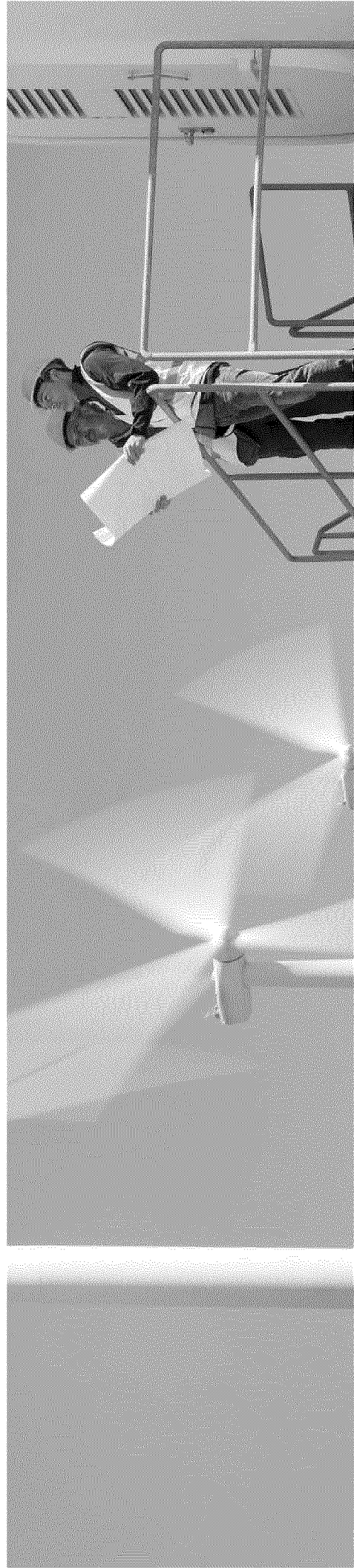




- Operates across 10 provinces in Canada
- Operates across eight states in Mexico and six countries in Central America
- 2020 marks Schneider Electric's 75th anniversary in Mexico – seven decades contributing to the sustainable construction of the country and continuing work to help build a sustainable future
- 2,000+ employees in Canada with 29 sites, four R&D centers, and three manufacturing facilities
- 12,000+ Mexico and Central America employees in nine manufacturing plants, R&D center, sales and distribution offices, Energy & Sustainability (ESS) office, software office and logistics center



- U.S. manufacturing hubs feature a best-in-class Smart Factory in Lexington, KY, with several more opening this year including in El Paso, TX; Columbia, MO; Columbia, SC; Lincoln, NE; Smyrna, TN; and Seneca, SC
- Schneider Electric's first smart distribution center is launching in Athens, TX
- Lexington, Kentucky smart factory was named a 4th industrial revolution (4IR) advanced lighthouse by the World Economic Forum in September 2020
- Schneider Electric in Mexico has its own Smart Factory in Apodaca, Nuevo Leon
  - Awarded by the Ministry of Economics of Nuevo León state, Mexico with "Tecnos NL 4.0", a prize for companies that show great performance and demonstration of Industry 4.0 model
- \$36 million in electrical equipment donated to Habitat for Humanity since 2000
- Total market value of assets under Schneider Electric management (AuM) have grown to reach 3.8 million, up 46% year-over-year by the end of September 2020





# Schneider Electric enables customers to make the most of their energy and resources

What our customers on average achieve

## 20%

reduction in electrical  
instrumentation

in the first year, reducing CAPEX

What a typical medium sized refinery can achieve

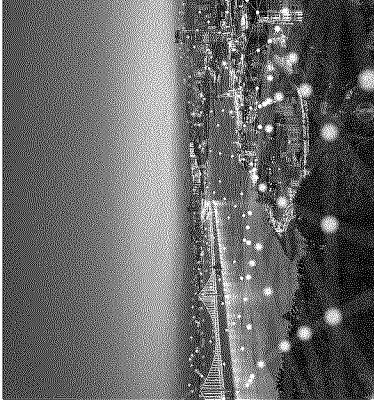
## 12%

reduction in  
carbon emissions

the equivalent of taking 190,000 cars off the road,  
reducing OPEX with Schneider Electric solutions

- #1 builder of microgrids in the world, with over 300 successful projects deployed across the U.S., cutting energy usage up to 30% and modernizing ports, including:

- U.S. Coast Guard and Marine Corps Air Station Miramar
- Connecticut Seaboard
- Oncor
- Montgomery County, Maryland
- Schneider Electric's Boston HQ
- The Port of Long Beach – the 2nd busiest port in the U.S. and largest container terminal in America
- 10 microgrids at JFK Airport Terminal to help deliver 100% renewable energy
- Fort Huachuca Army Base – \$63M in energy savings, 23% reduction in energy costs



- Schneider Electric Square D products are found in four out of 10 US homes
- Helped design and currently managing net zero building for Deloitte (Amsterdam) and the R.W. Kern Center (Hampshire College, MA)
- Reducing electric consumption through digitalization and saving millions for:
  - Edwards Air Force Base; Nemours Children Hospital, Orlando; University of Rochester Medical; PNC Arena, Raleigh; Delran School District, New Jersey; and T-Mobile Arena, the first LEED certified arena in Las Vegas
  - Penn Medicine – up to 5% projected low-voltage CapEx savings
  - United Therapeutics – one of the largest net zero commercial buildings in the U.S. and certified LEED Platinum
  - University of Notre Dame – 20% reduction in energy consumption
  - Boston Scientific – 51% reduction in energy related faults, 40% reduction in avoidable cost related to faults, and 49% reduction in faults causing improper zone conditions
  - Shedd Aquarium – Harmonizing the habitats of 1500+ species plus 50% savings in energy by 2020, enough to power 750 homes annually



- University of Iowa – \$900K in energy savings, average of 17% of 705 HVAC-related work orders completed were predictive maintenance orders
- Guardian Glass – ~\$50k in energy credits to date, \$1.5 M expected cost savings in 10 years
- CSN Henderson Health Science Building – 5% decrease in energy usage each year, cut energy bills in half
- United Parcel Service – A new 104,000-pieces-per-hour-rated smart facility, the fourth-largest one UPS has in the world
- Saint-Gobain – 14% reduction in utility costs at North Carolina facility
- Rainwater Management Solutions – enabling users to reduce up to 50% of labor time, reduce downtime, speed up operation and maintenance, and reduce human error for customers using rainwater capture systems
- Tili Group digitizes its production with EcoStruxure Plant for 19% operational efficiency and 5% reduction in yearly costs





# Globally, Schneider Electric products and solutions are in:

- One million buildings worldwide (70%)
- 40k water and wastewater installations in 150 countries
- 40% of the world's hospitals
- 20 of the largest oil and gas companies
- 11 of the top brands within food & beverage
- 10 of the world's top electric utilities
- 10 of the biggest automotive and battery manufacturers globally
- 10 of the world's largest airports
- Nine of the 10 largest mining, metals and minerals
- Eight of the top 10 packaging machine builders
- Four of the top hyper-scale cloud providers
- Three of the top five hotel chains
- Energy management & automation provider for 10 out of the top 20 largest metros, worldwide
- And recognized as a 2018 and 2019 Preferred Quality Supplier by one of the top semiconductor manufacturers

# Schneider Electric Sustainability Commitments

- Committed to achieving 100% carbon neutral by 2030 while doubling energy productivity and reaching our goal of securing 80% of our energy through renewable sources by 2020
- 75% of our global sales are under the Green Premium ecolabel, created to help customers achieve their sustainability goals
- Avoiding 100,000 metric tons of primary resource consumption through product recycling and takeback programs
- Partnering with Walmart to reduce its supply chain emissions by one billion metric tons by 2030, and to make renewable energy more accessible to suppliers under the Project Gigaton effort
- Partnering with The Carlyle Group to form “AlphaStruxure,” a joint venture that delivers energy-as-a-service, and clean, resilient energy systems at zero cost to customers
- #1 largest corporate consultant on renewable energy purchasing, with 60% U.S. market share of corporate renewable energy advisory services



- Launching GreenStruxure, a joint venture between Schneider Electric and Huck Capital, that delivers modular, standardized microgrids and Energy as a Service solutions to medium-size commercial, industrial, and governmental buildings in the U.S.
- Our mission is to proactively lead clients to cost-effective, sustainable energy on a foundation of integrity and trust
- Ball Enhances the Can's Sustainability with Renewable Energy – 50% reduction of Scope 2 greenhouse gas emissions, plus 100% of North American energy load will be replaced with solar and wind by the end of 2021
- DaVita Kidney Care – 100% of DaVita's North America electricity replaced with renewable energy, 625,000 MWh of clean energy generated each year
- Sprint Reduces Carbon Footprint via VPPA – Approximately 30 percent renewable energy for its total electricity portfolio, project will create nearly 200 jobs and provide enough renewable energy to power the equivalent of more than 54,000 U.S. homes by 20%
- Clorox Achieves 50% of Renewable Energy Goal – estimated to avoid approximately 140,000 metric tons of CO2 emissions each year
- Digital Realty Adds Sustainable Energy Solutions for Texas Customers – the agreement expands the company's use of renewables by ~160,000 MWh per year



- 2000+ experts from energy supply, sustainability, and resource efficiency serving 2700+ Energy & Sustainability Services clients globally, with 250k+ managed sites around the world
- 60k+ users and 8.7M invoices tracked for Resource Advisor, and 750k connected points tracked for clients
- Have advised on over 100 utility-scale PPA purchases totaling over 7k+ megawatts across North America, Europe, India, Australia and Latin America for a total of more than 8,000 megawatts of wind and solar power.
- We've committed to 100% electric fleet vehicles and 100% renewable electricity through The Climate Group's EV100 and RE100 programs
- Launched first of its kind climate change advisory services to provide “ambition to action” blueprint for businesses to reach climate and sustainability goals through unique strategic planning and implementation partnership



# Schneider Electric Sustainability Recognition

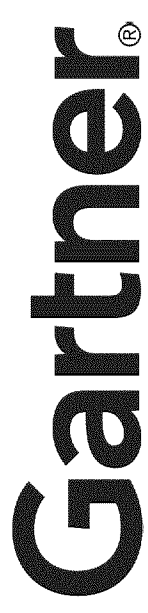
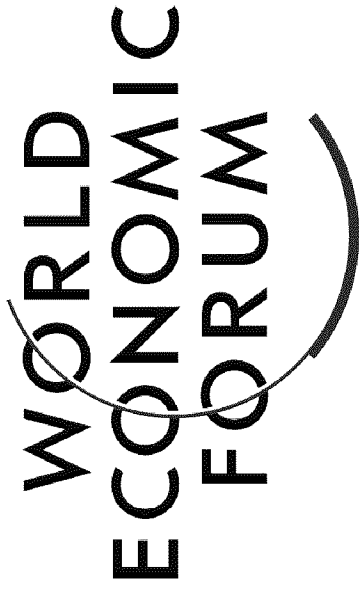
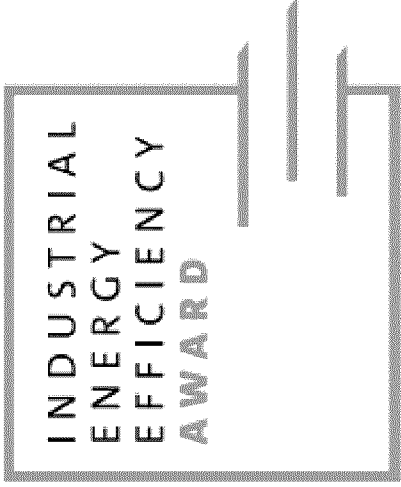
- Ranked world's most sustainable corporate, according to Corporate Knights 2021 Global 100
- Ranked fourth in The Gartner Supply Chain Top 25 for 2020
- Won the RE100 Leadership Award in 2020 Clean Energy Trailblazer category
- Recognized by RE100 as the most ambitious company, seizing opportunities across the clean energy transition and going above and beyond in the transition to 100% renewable electricity
- Ranked 11th by the Labrador Agency in 2020 for transparency and quality of information given to shareholders and external stakeholders
- Won an award in the Multinational Companies Categories of the Circulares 2019 Awards for our commitment to the circular economy
- Ranked among the "Global 100" in most sustainable companies by Corporate Knights in 2019, for the 7th year running, coming 29th overall and #1 in its category



- Ranked #1 Energy as a Service provider by Navigant, 2019
- 2019 Energy Star Sustained Excellence partner of the year
- Awarded Top software product and project of the year, as rated by Energy Manager Today, 2014 2015, 2019
- The only Leader in both energy & sustainability management software, as rated by Verdantix, 2014/2015/2016/2018



# Innovation Recognition



Won the Industrial Energy Efficiency Award in 2020 for the new SM AirSeT switchgear, a green and digital medium voltage technology 2020, up from #11 in 2019 and #12 in 2018

AlphaStruxure was selected by World Economic Forum as one of the most transformative energy innovations in the last decade

Ranked #4 by Gartner Global Supply Chain in 2020, up from #11 in 2019 and #12 in 2018





# People Recognition

- Ranked #48 by Universum for Most Attractive Employers 2020
- Included in the Bloomberg Gender equality performance index for 2020, for the third year in a row
- One of Forbes Magazine's America's Best Employers for Diversity 2020
- Ranked one of the best companies to work for in 2020 by Glassdoor
- Ranked on Fortune's 2021 World's Most Admired Companies List for Fourth Year in a Row -- ranking #3 in the electronics industry sector





# Helpful Links

- Innovation Summit Digital Press Pack
- Schneider Electric Blog
- Schneider Electric News & Press Releases
- Access: Innovation Summit North America 2020



Life Is On



# Fact sheet

Leading the digital transformation of energy management in North America

[se.com/us](https://se.com/us)



# What's found in 4 out of 10 U.S. homes, 70% of buildings, and 40 U.S. states?

## Schneider Electric, the most local of global Fortune 500 companies

### Who is Schneider Electric?

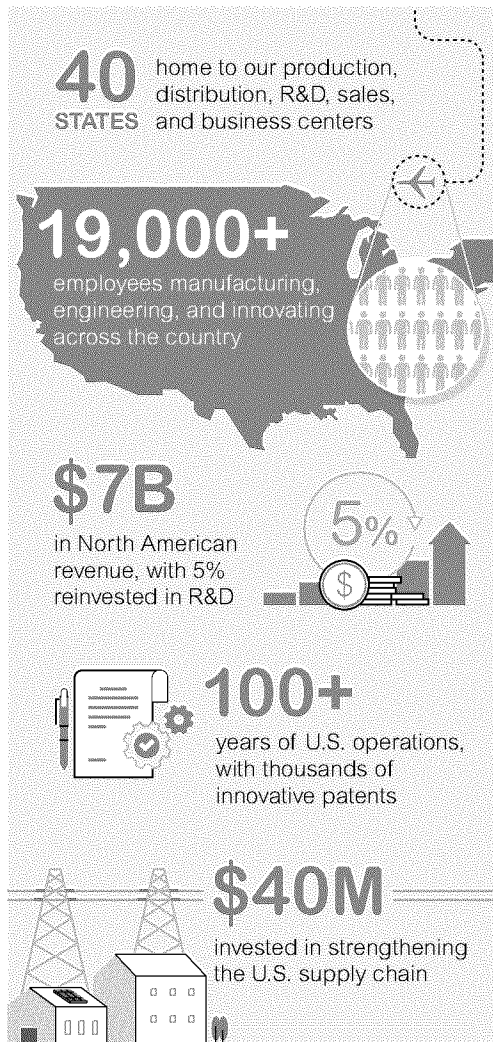
Schneider Electric™ is working to answer two big questions that affect every American.

- **How can we use energy and resources more efficiently?**
- **How can U.S. manufacturing become more globally competitive?**

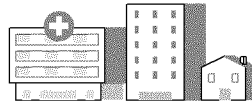
It turns out that the answer involves digitalization. That's where Schneider comes in.

Our solutions digitalize energy and automation in the critical infrastructure — hospitals, airports, wastewater facilities, and beyond — that keeps the country running.

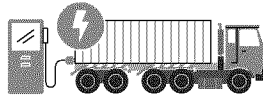
### Schneider, by the numbers



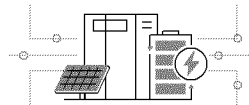
### How Schneider is transforming American energy, manufacturing, and infrastructure



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.



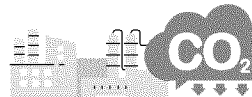
We're providing EV charging infrastructure for **new electric truck fleets** from Paccar, manufacturer of Peterbilt and Kenworth trucks.



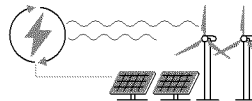
We've built **300+ microgrids**, more than any other company — including many for communities facing natural disasters.



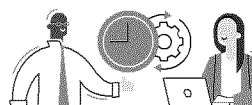
Our core offer, EcoStruxure™, makes digitized infrastructure possible, and our customers have avoided **120 million tons of carbon emissions** using it.



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



Schneider is the **world's largest corporate consultant on renewable energy purchasing**, with a 60% market share in the U.S.



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**.

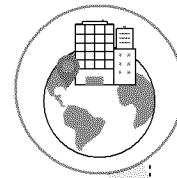
# Where is Schneider advancing digital transformation?



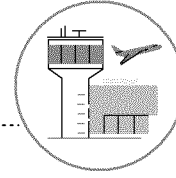
**Silicon Valley, CA**  
Our IT infrastructure supports internet giants, cloud providers, and disruptive software companies.



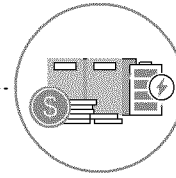
**Chicago, IL**  
We help iconic buildings like the Shedd Aquarium run reliably and efficiently.



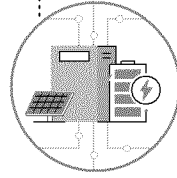
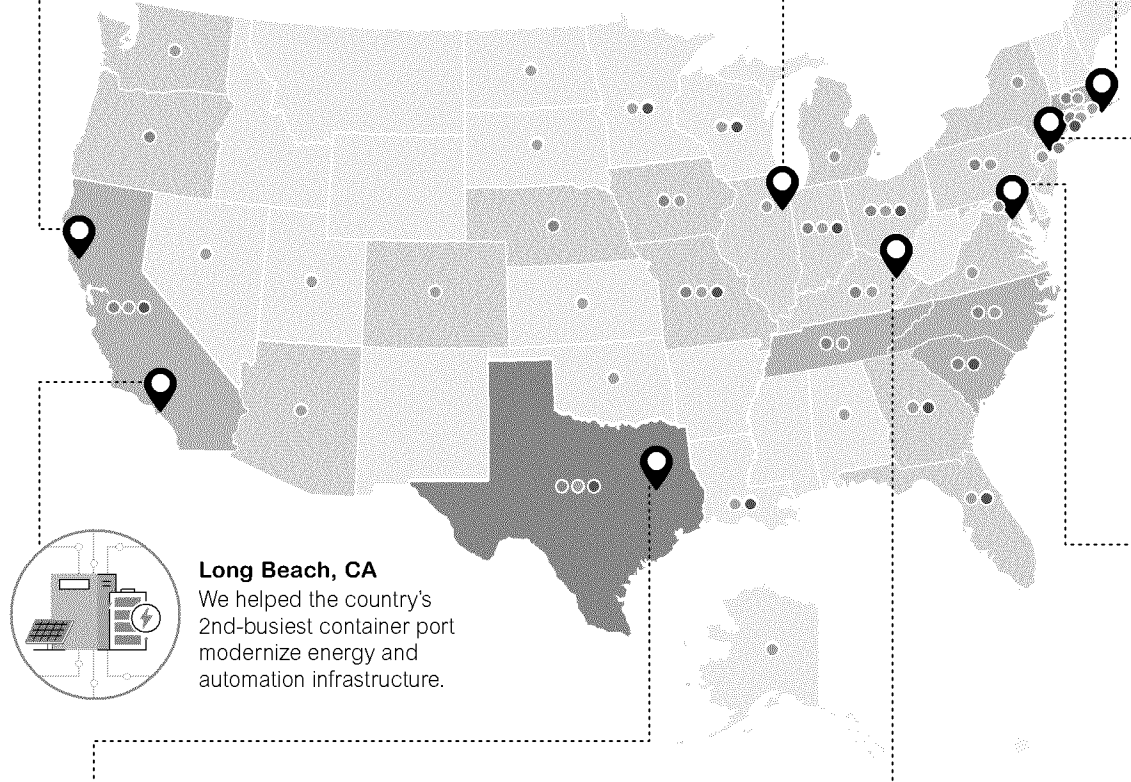
**Boston, MA**  
The city is home to our headquarters and some of our R&D facilities.



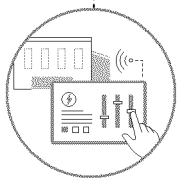
**New York, NY**  
JFK Airport's Terminal One redevelopment will feature 10 advanced microgrids funded through AlphaStruxure's Energy as a Service (EaaS) financing model.



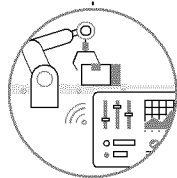
**Montgomery County, MD**  
We built two EaaS microgrids for the county's critical facilities without charging any upfront costs.



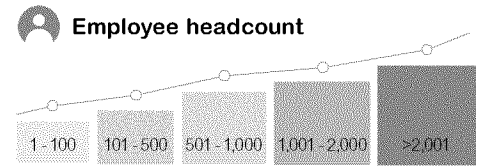
**Long Beach, CA**  
We helped the country's 2nd-busiest container port modernize energy and automation infrastructure.



**Athens, TX**  
The location of our first smart distribution center will feature the latest in industrial IoT.



**Lexington, KY**  
Our 62-year-old factory has been transformed into one of the world's most advanced manufacturing sites, per the WEF.



Factories and distribution centers
 Offices
 Service locations

Visit our website to see how Schneider Electric is transforming the places we live, work, play, and learn.

[se.com/us/policy](https://se.com/us/policy)

Schneider Electric  
201 Washington St., Ste 2700  
Boston, MA, 02108-4403 United States  
Tel: (978) 975-9600

[se.com/us](https://se.com/us)

January 2021





## Attachment “B”

This Attachment is hereby incorporated by reference into the main *Contract*.

### **FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS CONTRACT<sup>1</sup>**

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [*insert grant numbers*] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in

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<sup>1</sup> Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor's* actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: 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, sexual orientation, gender identify, 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 it has a collective bargaining Contract 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 *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *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.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part**

**5):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.



**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are 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.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in 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 is 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.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees 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).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):**

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):**

Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement:





*contractor* must file the required certification, attached to the procurement. 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. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

**Federal Changes:** *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by



reference, as they may be amended or promulgated from time to time during the term of [*the contract*].

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be



unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may



apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: 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*].

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The \_\_\_\_\_ on behalf of \_\_\_\_\_ the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 6-8-2022 :  
COMPANY: Systems Specialist INC  
ADDRESS: 114 E. Wright St  
Pensacola, FL 32533  
E-MAIL: jael@ssifla.com  
PHONE NO.: 850-432-0479

SIGNATURE

NAME:

TITLE:

Jack D Bilby  
Service Manager



### Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

#### Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 6-8-2022  
SIGNATURE: Jack D. Bilby  
COMPANY: SYSTEMS SPECIALISTS INC  
NAME: JACK D. BILBY  
TITLE: SERVICE MANAGER

#### Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



Attachment "C"

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Systems Specialists Inc the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 6-8-2022

SIGNATURE: 

COMPANY: Systems Specialists  
INC

NAME: Jack D Bilby  
(Typed or Printed)

ADDRESS: 114 E. Wright St  
Pensacola, FL 32501

TITLE: Service Manager

E-MAIL: jack@ssifla.com

PHONE NO.: 850.432.0479



## **Attachment "D"**

### **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

#### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers'





Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability



3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

### **INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.



Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

### **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



## Attachment “E”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).