



September 12, 2023

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, September 14, 2023**
“Council Office Hours” with Councilor Finley: 6:45pm
Work Session: 7:15pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. APPROVAL OF MINUTES [J. BRANDT, J. GARVAS]

Thursday, August 24, 2023 – Regular Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING &/OR NEW LEGISLATION

RES.NO. 87 - 2023 [V. VENTURA, J. GARVAS]

A RESOLUTION OPPOSING H.R. 3372, A U.S. HOUSE OF REPRESENTATIVES BILL TO AMEND TITLE 23 OF THE U.S. CODE TO ESTABLISH A PILOT PROGRAM CONCERNING CERTAIN 6-AXLE VEHICLES OPERATING ON THE INTERSTATE HIGHWAY SYSTEM

1st Read 8-24-23
2nd Read
3rd Read

RES.NO. 88 - 2023 [J. BRANDT, V. VENTURA]

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE COUNTY BUDGET COMMISSION, AUTHORIZING THE NECESSARY TAX LEVIES & CERTIFYING THE SAME TO THE SUMMIT COUNTY FISCAL OFFICE

1st Read
2nd Read
3rd Read

RES.NO. 89 - 2023 [D. FINLEY, J. GARVAS]

A RESOLUTION AUTHORIZING THE MAYOR TO COMPLETE AND EXECUTE PRELIMINARY LEGISLATION AS REQUIRED BY ODOT GIVING CONSENT FOR ODOT'S RESURFACING OF CERTAIN PAVEMENT ALONG STATE ROUTE 82 FOR PROJECT SUM SR 0082 – PID NO. 110669

1st Read
2nd Read
3rd Read

ORD.NO. 90 - 2023 [J. GARVAS, V. VENTURA]

AN ORDINANCE AMENDING SECTION 161.18 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO CERTAIN EMPLOYEE BENEFITS

1st Read
2nd Read
3rd Read

ORD.NO. 91 - 2023 [J. BRANDT, D. FINLEY]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF NEW HVAC SYSTEMS FROM WADSWORTH SOLUTIONS THROUGH THE OMNIA PARTNERS COOPERATIVE PURCHASING PROGRAM FOR THE CITY OF MACEDONIA RECREATION CENTER

1st Read
2nd Read
3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

Service Department:	Director Daniel Wilson
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
Fire Department:	Asst. Chief Paul Celinski
Police Department:	Chief Vince Yakopovich
Human Resources Department:	Director Annette Smith
Building Department:	Commissioner Robert Rodic
IT Department:	Director Kyle Collins
Law Department:	Director Mark Guidetti

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ADJOURNMENT [V. VENTURA, D. FINLEY]

September

Public Notice of City Meetings / Calendar of Events / Dates of Interest

***Public Comment for those not able to attend in-person at the September 14th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us . Public comment must be received no later than the close of business on September 13th, 2023 and will be subsequently made available to the public.**

***Note ***

- This City Council meeting will take place in Council Chambers at the Macedonia City Center, 9691 Valley View Rd., Macedonia, OH 44056
- Council’s meeting will also be livestreamed through YouTube. The link to access will be available on the City of Macedonia’s website www.macedonia.oh.us

September 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Labor Day	5	6	7	8	9 Nordia Kids & Families Health and Safety Fair
10	11	12 Civil Service Commission Meeting	13	14 Mayor’s Court City Council Work Session + Meeting	15	16
17	18 Planning Commission	19	20 BZA Parks & Rec Commission	21	22	23 FallFest
24	25	26	27	28 Mayor’s Court Food Truck Thursday City Council Work Session + Meeting	29	30

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Regular Council Meeting
August 24th, 2023

1 Presiding Officer, Mayor Nicholas Molnar called the August 24th, 2023 regular Council meeting to order
2 at 7:30p.m.
3

4 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley, and Vini J.
5 Ventura. Also present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.
6

7 **INVOCATION & PLEDGE OF ALLEGIANCE**
8

9 **PRESENTATION:** Keri Newman of the Summit County Department of Community & Economic
10 Development provided a summary of some current programs the County has to offer residents, including
11 home improvement project assistance to increase energy efficiency for residents below a specified income
12 level. Ms. Newman provided pamphlets detailing these services to the Clerk of Council.
13

14 **APPROVAL OF MINUTES:**
15

16 Ms. Brandt moved, second by Mr. Garvas, to **approve the minutes of the regular meeting of July 13,**
17 **2023 as received from the Clerk of Council.** The motion carried by a majority voice vote. Councilors
18 Brandt, Finley, Tulley and Ventura voting in the affirmative. Councilor Garvas abstained.
19

20 **PUBLIC COMMENTS:**
21

22 ~**Joe Skarupa, 8199 S Bedford Drive,** questioned why the radar speed sign that was placed on South
23 Bedford earlier this year was taken down two weeks later. He was appreciative that the sign was put up
24 in the first place, but questions why this one is moved when there are several others that remain in the
25 same place. He thinks with school starting it would be a good idea to have the sign returned to South
26 Bedford. The Mayor indicated that he would instruct the radar speed sign to once again be placed along
27 South Bedford.
28

29 Mr. Skarupa then turned to the topic of the MetroRTA bus route that was recently added along South
30 Bedford, and lamented why the residents impacted by the decision to add the route were not asked for
31 their feedback. He added that the bus routes add to traffic congestion and with there not being a paved
32 area at the stop in front of the high school, people boarding and disembarking would have to stand in the
33 culvert, which could be problematic when the weather turns to rain and snow.
34

35 The Mayor stated he believes the bus has been a benefit to the community as it provides transportation to
36 employees who work within the City. Mr. Skarupa questioned if the point of the buses was to bring
37 employees to the City, would there not be more stops along Route 82, where more employers are located?
38

39 ~**Dawn Distler, CEO of MetroRTA,** was originally asked to speak during the Mayor's Report, but given
40 Mr. Skarupa's comments above, the Mayor invited her up at this point in the meeting. Ms. Distler shared
41 an overview of "Reimagine Metro", which was the first redesign of the MetroRTA system in
42 approximately 20 years. She shared that every resident in Summit County was sent a flyer that included a
43 solicitation of feedback for proposals on the network redesign. Ms. Distler also shared that the bus stop
44 in front of the American House on South Bedford is in the top four of highest ridership in Macedonia.
45 She further stated the importance of an open dialogue with the City and continued evaluation of routes
46 within the City.
47

48 The Mayor echoed a concern Mr. Skarupa brought up, which was that riders at the stop in front of the
49 high school might have to stand in the ditch while waiting. Ms. Distler asked for time to evaluate the stop
50 with school starting.
51

52 Ms. Tulley expressed concern over there being no sidewalks along South Bedford for these bus stops, and
53 that she did not receive a flyer from MetroRTA until after the routes had already been decided.

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54 Mr. Ventura asked how many trustees are on the MetroRTA Board and their location in Summit County,
55 to which Ms. Distler replied there are 12 trustees with six being appointed by the City of Akron, three by
56 the Summit County Executive, and the remaining three by the Cities of Stow, Barberton, and Cuyahoga
57 Falls. Mr. Ventura asked if there could be representation from northern Summit County the next time
58 there is an opening, to which Ms. Distler responded the Summit County Executive can pick three from
59 anywhere in Summit County, whereas the other seats are mandated by the Ohio Revised Code and the
60 bylaws of the Board. When asked by Mr. Ventura how one would express interest in a trustee position,
61 Ms. Distler suggested contacting the Summit County Executive.

62
63 Mr. Garvas asked Ms. Distler if there are reports that can be shared which would show how often people
64 ride the bus and what stops they use to address the misconception some might have that nobody rides the
65 bus. Ms. Distler responded that they can do that, but Ms. Brandt suggested waiting until further into the
66 school year to assess the data.

67
68 Mr. Skarupa was allowed another comment by the Mayor and said to Ms. Distler that the marketing and
69 survey attempts were deficient since they did not include feedback from the residents affected by the new
70 routes.

71
72 **CORRESPONDENCE:** None

73
74 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**

75
76 **ORDINANCE NO. 50-2023**
77 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
78 MACEDONIA A PROPOSED AMENDMENT TO SECTION 11.01 OF THE CHARTER REGARDING
79 THE COMPOSITION OF THE BOARD OF ZONING AND BUILDING CODE APPEALS was offered
80 by Mr. Garvas for its **third reading by title only.**

81
82 Dir. Guidetti stated this Charter Amendment adds two BZA alternates to help serve in the event a regular
83 member is unable to attend a meeting.

84
85 Mr. Garvas moved, second by Ms. Tulley, to **adopt ORD.NO. 50-2023 and post the same according to**
86 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 50-2023 declared and adopted.**

87
88 **ORDINANCE NO. 51-2023**
89 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
90 MACEDONIA A PROPOSED AMENDMENT TO ARTICLE XIII OF THE CHARTER REGARDING
91 PARKS AND RECREATION was offered by Mr. Garvas for its **third reading by title only.**

92
93 Dir. Guidetti stated this Charter Amendment reorganizes a portion of the Charter to reflect the current
94 operations which are structured around the Parks & Recreation Department as opposed to the Parks &
95 Recreation Commission.

96
97 Mr. Garvas moved, second by Ms. Brandt, to **adopt ORD.NO. 51-2023 and post the same according to**
98 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 51-2023 declared and adopted.**

99
100 **ORDINANCE NO. 62-2023**
101 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
102 MACEDONIA A PROPOSED AMENDMENT TO SECTION 8.04, 8.05 AND SECTION 12.01 OF
103 THE CHARTER REGARDING THE COMPOSITION OF THE POLICE AND FIRE DEPARTMENTS
104 was offered by Mr. Garvas for its **third reading by title only.**

105

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106 Dir. Guidetti stated this Charter Amendment clarifies the Charter to reflect current operations of the
107 Police and Fire Departments by stating which full-time members are in the classified civil service versus
108 the unclassified civil service.

109
110 Ms. Brandt reminded residents that these first three ordinances on the agenda are to put these questions on
111 the ballot and came from the Charter Review Commission for the electorate to decide and is not Council
112 making changes to the Charter. These votes are simply to decide whether the proposed Charter
113 Amendments will be placed on the ballot in November.

114
115 Mr. Garvas moved, second by Mr. Finley, to **adopt ORD.NO. 62-2023 and post the same according to**
116 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 62-2023 declared and adopted.**

117
118 The Mayor thanked Mr. Garvas and members of the Charter Review Commission for their time in
119 deliberating and suggesting these Charter Amendments.

120
121 Mr. Garvas moved, second by Ms. Brandt, to **conclude the Charter Review Commission for 2023.**
122 Motion carried by a unanimous voice vote.

123
124 **ORDINANCE NO. 70-2023**
125 AN ORDINANCE AMENDING SECTION 909.04 OF THE CODIFIED ORDINANCES OF THE CITY
126 OF MACEDONIA RELATIVE TO WEEDS was offered by Ms. Tuley for its **third reading by title**
127 **only.**

128
129 Commissioner Rodic explained this ordinance would reduce the amount of time a party has to remedy
130 weeds and tall grass when cited from seven days to 72 hours and from eight inches to six inches. The
131 City contracts private firms to remedy the cause of the citation if the property owner does not, with the
132 expense applied to the property owner. There is also an additional penalty for repeat offenders.

133
134 Ms. Tuley moved, second by Ms. Brandt, to **adopt ORD.NO. 70-2023 and post the same according to**
135 **law.** Motion carried by a majority voice vote. Councilors Brandt, Garvas, Tuley and Ventura voting in
136 the affirmative. Councilor Finley voting in the negative. **ORD.NO. 70-2023 declared and adopted.**

137
138 **ORDINANCE NO. 77-2023**
139 AN ORDINANCE AMENDING ORDINANCE NO. 67-2022 RELATIVE TO CURRENT EXPENSES
140 AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY
141 1, 2023 TO DECEMBER 31, 2023 was offered by Mr. Ventura for **first, second and third readings by**
142 **title only.** Seconded by Ms. Tuley. The motion carried unanimously by a voice vote.

143
144 Dir. Veres highlighted the largest dollar amount change being a removal of the Empire Parkway project
145 until economic/job-related activity is seen.

146
147 Mr. Ventura moved, second by Ms. Tuley, to **adopt ORD.NO. 77-2023 and post the same according**
148 **to law.** Motion carried by a majority voice vote. Councilors Brandt, Garvas, Tuley and Ventura voting
149 in the affirmative. Councilor Finley voting in the negative. **ORD.NO. 77-2023 declared and adopted.**

150
151 **RESOLUTION NO. 78-2023**
152 A RESOLUTION AUTHORIZING THE TRANSFER OF A 2023 DODGE DURANGO PURSUIT
153 POLICE CAR TO THE CITY OF STOW was offered by Ms. Tuley for **first, second and third**
154 **readings by title only.** Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.

155
156 Chief Yakopovich stated the Police Department received its last pursuit vehicle to replace the Ford Fusion
157 that he had previously driven as Lieutenant. A Stow police officer was involved in a crash and totaled
158 one of their vehicles, so Chief Film called and inquired about pursuit vehicles. Macedonia's Police

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159 Department currently has enough pursuit-rated vehicles to allow for this transfer, and Chief Yakopovich
160 explained that he thinks this is the right thing to do.

161
162 Ms. Tulley moved, second by Mr. Ventura, to **adopt RES.NO. 78-2023 and post the same according to**
163 **law.** Motion carried by a unanimous voice vote. **RES.NO. 78-2023 declared and adopted.**

164
165 **ORDINANCE NO. 79-2023**

166 AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A
167 CONTRACT WITH M. CAMPBELL CONTRACTING, LLC FOR THE IROQUOIS TRAIL STORM
168 SEWER REPLACEMENT PROJECT was offered by Mr. Garvas for **first, second and third readings**
169 **by title only.** Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.

170
171 Dir. Gigliotti explained this project is to correct a reoccurring drainage problem on Iroquois Trail by
172 replacing and upsizing the pipe, and the project is completely funded from the NEORSD community cost-
173 share fund.

174
175 Mr. Garvas moved, second by Mr. Ventura, to **adopt ORD.NO. 79-2023 and post the same according**
176 **to law.** Motion carried by a unanimous voice vote. **ORD.NO. 79-2023 declared and adopted.**

177
178 **ORDINANCE NO. 80-2023**

179 AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A
180 CONTRACT WITH SIGNARAMA CLEVELAND FOR THE MACEDONIA MONUMENTAL
181 SIGNAGE AND DIGITAL DISPLAY PROJECT was offered by Mr. Finley for **first, second and third**
182 **readings by title only.** Seconded by Ms. Brandt. The motion carried unanimously by a voice vote.

183
184 The Mayor shared this would be a new digital sign installed east of the Wendy's on Rt. 82, and is the first
185 of many planned throughout the City. Currently, a Service Department worker creates and installs signs
186 by hand, and this would allow that individual to address other tasks and the City to change information
187 displayed on the sign quickly via computer.

188
189 Mr. Finley moved, second by Ms. Brandt, to **adopt ORD.NO. 80-2023 and post the same according to**
190 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 80-2023 declared and adopted.**

191
192 **ORDINANCE NO. 81-2023**

193 AN ORDINANCE AUTHORIZING THE MAYOR, BUILDING COMMISSIONER, SERVICE
194 DIRECTOR, AND FINANCE DIRECTOR TO ESTABLISH PROCEDURES FOR AND ENGAGE IN
195 THE PROCESS OF LETTING ONE OR MORE CONTRACTS WITH ONE OR MORE QUALIFIED
196 ENTITIES FOR DESIGN AND CONSTRUCTION OF A SERVICE BUILDING AS SET FORTH
197 WITHIN THE OHIO REVISED CODE RELATED TO DESIGN-BUILD CONTRACTING FOR THE
198 PURPOSE OF CONSTRUCTION/RENOVATION FOR A NEW SERVICE BUILDING AND SALT
199 DOME, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BIALOSKY
200 CLEVELAND TO ASSIST THE CITY AS ITS CRITERIA ARCHITECT TO ACCOMPLISH THE
201 SAME was offered by Ms. Brandt for **first, second and third readings by title only.** Seconded by Mr.
202 Finley. The motion carried unanimously by a voice vote.

203
204 The Mayor stated he has been wanting to improve the Service Department facilities since entering his
205 role. After purchasing the building at 9150 Valley View Rd. and hiring a criteria architect this is the first
206 step to get there for what will be a long process.

207
208 Dir. Guidetti explained the statutory process required to move ahead with this project.

209
210 Ms. Brandt moved, second by Mr. Finley, to **adopt ORD.NO. 81-2023 and post the same according to**
211 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 81-2023 declared and adopted.**

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ORDINANCE NO. 82-2023

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACTS FOR CERTAIN RIGHT OF WAY ACQUISITION SERVICES WITH O.R. COLAN ASSOCIATES, LLC AND SMITH & NEJEDLIK, INC. FOR THE HIGHLAND/VALLEY VIEW ROAD PROJECT – PID NO. 113161 was offered by Mr. Ventura for **first, second and third readings by title only**. Seconded by Mr. Garvas. The motion carried unanimously by a voice vote.

Dir. Gigliotti shared the City is required to hire a right-of-way consultant service to perform the acquisition task for this future intersection improvement.

Mr. Ventura moved, second by Mr. Garvas, to **adopt ORD.NO. 82-2023 and post the same according to law**. Motion carried by a unanimous voice vote. **ORD.NO. 82-2023 declared and adopted.**

ORDINANCE NO. 83-2023

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO NEW “TITAN PRO PLUS” LEAF VACUUM LOADERS AND FOUR “SPARTAN-STYLE” LEAF CONTAINMENT BOXES FROM BELL EQUIPMENT COMPANY THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR USE BY THE SERVICE DEPARTMENT was offered by Mr. Garvas for **first, second and third readings by title only**. Seconded by Ms. Brandt. The motion carried unanimously by a voice vote.

Dir. Wilson stated this ordinance would allow for the purchase of two pull-behind style leaf vacuum units and four leaf collection boxes that would fit the new roll-off style trucks, which will increase efficiency during leaf removal. The current units are 25-30 years old, and if this purchase, which is part of the 5-year capital plan is approved, the units would be expected to be ready to use for the 2024 Fall season.

Mr. Garvas moved, second by Ms. Brandt, to **adopt ORD.NO. 83-2023 and post the same according to law**. Motion carried by a majority voice vote. Councilors Brandt, Finley, Garvas and Ventura voting in the affirmative. Councilor Tulley voting in the negative. **ORD.NO. 83-2023 declared and adopted.**

ORDINANCE NO. 84-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VALLEY VIEW PROPERTY MAINTENANCE, L.L.C. FOR A SENIOR GUTTER CLEANING PROGRAM FOR THE FALL 2023 SEASON, AND APPROPRIATING FUNDS FOR THE SAME was offered by Ms. Tulley for **first, second and third readings by title only**. Seconded by Mr. Garvas. The motion carried unanimously by a voice vote.

The Mayor stated this and the following two pieces of legislation are for providing services to seniors under a certain income level.

Ms. Brandt added that these services are being contracted out to private entities and not performed by City Service Department employees.

Ms. Tulley moved, second by Mr. Garvas, to **adopt ORD.NO. 84-2023 and post the same according to law**. Motion carried by a unanimous voice vote. **ORD.NO. 84-2023 declared and adopted.**

ORDINANCE NO. 85-2023

AN ORDINANCE PROVIDING FOR AND AUTHORIZING A REFUSE COLLECTION SUBSIDY FOR SENIOR CITIZENS AND MAKING APPROPRIATION FOR THAT SUBSIDY was offered by Ms. Brandt for **first, second and third readings by title only**. Seconded by Mr. Finley. The motion carried unanimously by a voice vote.

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265 Ms. Brandt moved, second by Mr. Finley, to **adopt ORD.NO. 85-2023 and post the same according to**
266 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 85-2023 declared and adopted.**

267
268 **ORDINANCE NO. 86-2023**

269 AN ORDINANCE PROVIDING FOR A SENIOR SNOW REMOVAL PROGRAM FOR THE 2023-
270 2024 WINTER SEASON was offered by Mr. Finley for **first, second and third readings by title only.**
271 Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.

272
273 Mr. Finley moved, second by Mr. Ventura, to **adopt ORD.NO. 86-2023 and post the same according to**
274 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 86-2023 declared and adopted.**

275
276 **RESOLUTION NO. 87-2023**

277 A RESOLUTION OPPOSING H.R. 3372, A U.S. HOUSE OF REPRESENTATIVES BILL TO AMEND
278 TITLE 23 OF THE U.S. CODE TO ESTABLISH A PILOT PROGRAM CONCERNING CERTAIN 6-
279 AXLE VEHICLES OPERATING ON THE INTERSTATE HIGHWAY SYSTEM was offered by Mr.
280 Ventura for **first reading by title, paragraphs four and five, and sections one and two only.**

281
282 Mr. Ventura shared that the roads in the State of Ohio received a ‘D’ grade from the American Society of
283 Civil Engineers in 2023, and Ohio is rated 43rd in the nation for weight enforcement of commercial
284 vehicles. Mr. Ventura reported Gov. DeWine is in favor of this pilot program, but warns the public that
285 proponents of the measure will lead one to believe that only interstate highways and turnpikes will be
286 affected, but those trucks will need to exit onto smaller streets and highways such as in Macedonia to
287 make their deliveries. Mr. Ventura stated that these heavier vehicles will put those that live and shop in
288 Macedonia in jeopardy.

289
290 **MOTIONS / OTHER LEGISLATIVE ACTION:** Mr. Garvas moved, second by Mr. Ventura, to
291 **accept a donation from Judith Johnson in the amount of \$45, and a donation from Kodi Pride in**
292 **the amount of \$10, to the City’s Police Department to be used for Police Department purposes.**
293 Motion carried by a unanimous voice vote.

294
295 **MAYOR’S REPORT**

296
297 ~The Mayor forfeited his time to the MetroRTA discussion that took place during public
298 comments.

299
300 **COMMITTEE REPORTS**

301
302 **Parks & Recreation Commission:** Ms. Brandt reminded everyone not to text and drive and reported the
303 Parks & Recreation Commission met on August 16. Discussion included various maintenance projects,
304 revitalizing an old field, and the success of Touch a Truck. Looking forward to the events scheduled in
305 the Fall.

306
307 **DEPARTMENT REPORTS**

308
309 **Service Department:** Director Wilson – Thanks for passage of ORD 83-2023. The City offers table and
310 chair rentals, and the pickup and drop-off location is changing from the auxiliary garage near the City
311 Center to the Service garage at 9000 Valley View Road.

312
313 **Engineer:** Director Gigliotti – Thanks for passage of ORDs 79 and 82-2023.

314
315 **Parks and Recreation Department:** – Director Chadock – Aquatics and Fitness Supervisor John Doyle
316 resigned to pursue an opportunity with the City of Shaker Heights. Candidates to replace Mr. Doyle are
317 being evaluated now. September 9 is the start of Fall sports seasons. The mini shutdown for repairs and

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318 cleaning at the Recreation Center went well, with next year's shutdown scheduled to be for two weeks.
319 FallFest will be Saturday, September 23 in Longwood Park with the anticipated time of 4:30-9:30pm.

320

321 Mr. Ventura commended Dir. Chadock and his staff for the spectacular events this year.

322

323 **Finance Department:** Director Veres – Thanks for passage of ORD 77-2023.

324

325 **Fire Department:** Assistant Chief Celinski – Staff and equipment moved into the new building located in
326 Northfield Center Township during July, and an open house took place on August 12. Thanks to the
327 residents for providing a state-of-the-art facility. National Fire Prevention Week will be October 8-14,
328 with more information to come on events planned.

329

330 **Police Department:** Chief Yakopovich – Thanks to Ms. Johnson and Ms. Pride for their donations. The
331 Police and Fire Departments will be participating in the Rotary's Kids & Family Health Fair that will take
332 place on Saturday, September 9 from 12-4pm at Nordonia High School.

333

334 **HR Department:** Director Smith – No report.

335

336 **Building Department:** Commissioner Rodic – New businesses that have opened recently include
337 Wholly Frijoles and Panda Express. The Montessori Life school will be opening at the Faith Fellowship
338 Church the first week of September. There are 12 homes currently under construction in Spruce Hill
339 Crossings Phase III, with Ryan Homes currently marketing Phase IV.

340

341 **IT Department:** Director Collins – 42 help desk tickets were closed since the last meeting. Projects
342 include an on-premises backup of Office365 and a digitization of paper records to free up space.

343

344 **Law Department:** Director Guidetti – No report

345

346 **UNFINISHED BUSINESS:** None

347

348 **NEW BUSINESS:** The Mayor wished Councilor Tulley a happy birthday and congratulated Councilor
349 Finley on the birth of his son Bennett.

350

351 Ms. Brandt welcomed the students back to school, wished them luck and reminded everyone to be on the
352 lookout for students as they resume going to and from school. Ms. Tulley thanked the Police Department
353 for their presence at school letting students know who to call for help. The Mayor referenced information
354 in the latest e-newsletter for what motorists should do around school buses, and reminded everyone to put
355 their phones down and drive.

356

357 There being no further business, Mr. Garvas moved, second by Ms. Brandt, to **adjourn the meeting**. The
358 motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately
359 8:40p.m.

360

361 **Date:** _____

362

363

364

Attest: _____
Jon Hoover, Clerk of Council

365

366

367

368 **Mayor:** _____

369

Nicholas Molnar

370

ORIGINATOR: COUNCIL

SPONSOR: VENTURA

**CITY OF MACEDONIA
RESOLUTION NO. 87 - 2023**

**A RESOLUTION OPPOSING H.R. 3372, A U.S. HOUSE OF REPRESENTATIVES BILL
TO AMEND TITLE 23 OF THE U.S. CODE TO ESTABLISH A PILOT PROGRAM
CONCERNING CERTAIN 6-AXLE VEHICLES OPERATING ON THE INTERSTATE
HIGHWAY SYSTEM**

WHEREAS, on May 16, 2023, a bill, H.R. 3372 (“Bill”), was introduced in the U.S. House of Representatives, referred to the Committee on Transportation and Infrastructure on that same date, and referred to the House Subcommittee on Highways and Transit on May 23, 2023 where the Bill currently remains;

WHEREAS, among other things, the Bill proposes to amend Title 23 of the United States Code to establish a 10-year voluntary data collection pilot program concerning certain 6-axle vehicles;

WHEREAS, as part of that program, the Bill proposes to amend restrictions of the type, size and weight of certain 6-axle vehicles, including commercial trucks, that are permitted to travel on Interstate highways;

WHEREAS, the weight limit for commercial trucks traveling on Interstates within the City of Macedonia would be increased by 14% from 80,000lbs to 91,000lbs if the State of Ohio chose to participate in the pilot program, which increase would be potentially dangerous to the health and safety of City of Macedonia residents since the stopping distance for such vehicles would increase;

WHEREAS, if passed, the Bill would also place approximately 2,214 local bridges at risk which have a replacement cost of over two billion dollars, and similarly jeopardize the integrity of roadway located within the City of Macedonia;

WHEREAS, as a result of the foregoing, and being in the best interest of the health, safety and welfare of all City residents, Council for the City of Macedonia wishes to declare its opposition to H.R. 3372, which is due to go to the House of Representatives sometime in September, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That Council for the City of Macedonia, Ohio hereby declares its opposition to U.S. H.R 3372 which will negatively affect commercial trucks traveling on Interstates within the City of Macedonia, Ohio.

Section 2. That the Clerk of Council is hereby instructed to send a certified copy of this resolution to the appropriate individuals/committees of the U.S. House of Representatives.

Section 3. It is found and determined that all the formal action of this Council concerning and relating to the adoption of this Resolution occurred in an open meeting of this Council, and that all deliberations of the Council, and any of its committees that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements.

Section 4. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Tulley

**CITY OF MACEDONIA
RESOLUTION NO. 88 - 2023**

**A RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE COUNTY
BUDGET COMMISSION, AUTHORIZING THE NECESSARY TAX LEVIES &
CERTIFYING THE SAME TO THE SUMMIT COUNTY FISCAL OFFICE**

WHEREAS, it is necessary to accept the amounts and rates as determined by the Summit County Budget Commission, authorize the necessary tax levies and certify them to the Summit County Fiscal Office; and

WHEREAS, the Summit County Budget Commission Certification of Tax Levy is attached hereto as “Exhibit A” and incorporated herein by reference, and Council wishes to certify the same to Summit County.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the amounts and rates as determined by the Summit County Budget Commission Certification of Tax Levy as set forth in “Exhibit A” are hereby adopted and accepted by the City of Macedonia.

Section 2. That this Resolution and the attached Certification of Tax Levy shall be certified and forwarded to the Summit County Fiscal Office by the City’s Clerk of Council.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

EXHIBIT "A"

SUMMIT COUNTY BUDGET COMMISSION CERTIFICATION OF TAX LEVY (ORC Sections 5705.34 & 5705.35)

POLITICAL ENTITY: MACEDONIA CITY
ESTIMATE

Tax Year 2023/Collection Year 2024

THE VALUATIONS AND TAX RATES REFLECT TAX YEAR 2022/COLLECTION YEAR 2023

LEVIES INSIDE and OUTSIDE 10 MILL LIMITATION, INCLUSIVE OF DEBT LEVIES

Date: August 7, 2023

1. RES/AG REAL VALUE	369,811,670
2. OTHER REAL VALUE	117,568,230
3. TOTAL RES/AG & OTHER REAL VALUE	487,379,900
4. PUBLIC UTILITY PERSONAL VALUE	43,861,070
5. TOTAL REAL & PUBLIC UTILITY VALUE	531,240,970

THIS ESTIMATE REFLECTS LESS THE PENDING EXEMPTION ASSESSED VALUATION
RES/AG PENDING EXEMPTION 0
OTHER PENDING EXEMPTION 169,440

FUND TYPE CLT FUND #	PURPOSE	Authorized by the Voters on Ballot MO/DA/YR	Number of Years Levy to Run	Tax Year Begins/Ends	Collection Year	Maximum Rate Authorized to be Levied	REDUCTION FACTOR		EFFECTIVE RATE TO BE LEVIED	TOTAL REAL & PU LESS PENDING EXEMPTION VALUE				ROLL BACK	
							RES/AG	OTHER		RES/AG	OTHER	PUBLIC UTILITY	TOTAL		
GENERAL 01 00	Inside					2.53			2.530000 2.530000		\$935,624	\$297,019	\$110,969	\$1,343,612	Y
POLICE PENSION 32 00	Inside					0.30			0.300000 0.300000		\$110,944	\$35,220	\$13,158	\$159,322	Y
GENERAL 01 01	Current Expense	Renewal 11/03/20	5	20/24	21/25	5.07			0.806353 0.751939	0.981790 1.257669	\$363,078	\$147,649	\$222,376	\$733,103	Y
TOTALS						7.90			3.811790 4.087669		\$1,409,646	\$479,888	\$346,503	\$2,236,037	

NOTE: The ROLLBACK column added to this certificate represents the recently passed state budget, beginning with tax year 2013 the ten and two and one-half percent rollbacks will no longer apply to new levies that are enacted after the August 2013 election. These non-qualifying levies include additional levies, the increase portion of renewal with increase levies, and the full effective millage of replacement levies. Levies that will continue to qualify for application of the rollbacks are levies approved at or before the August 2013 election, inside and charter millage as they appear on the 2013 tax list, renewals of qualified levies, and the substitute of qualified school district emergency levies under Revised Code section 5705.199. In this column the Y indicates the levy qualifies for the 10% and 2 1/2% rollback. The N indicates the levy does not qualify for the 10% and 2 1/2% rollback.

SUMMIT COUNTY BUDGET COMMISSION CERTIFICATION OF TAX LEVY

(O.R.C. Sections 5705.34 & 5705.35)

Estimated yields on the Summit County Budget Commission Certification of Tax Levy estimate are Ad Valorem property taxes (based upon value). Included are the following State of Ohio tax relief programs, based upon value: non-business credit in real property not used in business activity, owner-occupancy credit in homeowner's residence real property and the homestead exemption reduction. Voter approved levies after the August 2013 election that are additional levies, the increase portion of renewal with increase levies and replacement levies will no longer qualify for the non-business and owner-occupancy credit. (Refer to the note added to the bottom of the page of the Summit County Budget Commission Certification of Tax Levy estimate).

The information provided on the Summit County Budget Commission Certification of Tax Levy estimate does not include State of Ohio personal property tax replacement money, which is not based upon current assessed values, and is being phased out based upon varying schedules. These amounts are public utility electric and gas deregulation reimbursement money, and tangible personal property tax elimination reimbursement money.

Please feel free to contact us if you have any questions.

Josh Brickner at 330-643-2687 or email jbrickner2@summitoh.net

Dawn Yurick at 330-643-7892 or email dyurick@summitoh.net

Revised 09/12/2018

ORIGINATOR: CITY ENGINEER

SPONSOR: Finley

**CITY OF MACEDONIA
RESOLUTION NO. 89 - 2023**

**A RESOLUTION
AUTHORIZING THE MAYOR TO COMPLETE AND EXECUTE PRELIMINARY
LEGISLATION AS REQUIRED BY ODOT GIVING CONSENT FOR ODOT'S
RESURFACING OF CERTAIN PAVEMENT ALONG STATE ROUTE 82 FOR
PROJECT SUM SR 0082 – PID NO. 110669**

WHEREAS, the State of Ohio has identified, and the City of Macedonia recognizes, the need for resurfacing a portion of State Route 82 between, approximately, “ALDI” and State Route 8 within the City of Macedonia; and

WHEREAS, the Ohio Department of Transportation (“ODOT”) requires that, pursuant to Ohio Revised Code § 5521.01, a preliminary Consent Legislation form and a Certificate of Copy be executed and returned pursuant to the instruction in the legislation confirming the City’s consent to said project; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all City residents to give consent to the Director of Transportation in order to resurface State Route 82 between ALDI and State Route 8 in accordance with the project parameters.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit and State of Ohio, that:

Section 1. The Mayor is hereby authorized and directed to oversee the completion and execution of the preliminary Consent Legislation form, attached hereto as Exhibit “A” and incorporated herein by reference, regarding Project SUM SR 0082 00.14/08.04 – PID No. 110669, giving the City’s consent for the project as the local public agency (“LPA”), and to otherwise cooperate with the Director of Transportation in the above-described project pursuant to the terms set forth in Exhibit “A.”

Section 2. That the Clerk of Council of the City of Macedonia is authorized and directed to complete the Certificate of Copy attached hereto as Exhibit “B,” and forward the requisite documents to ODOT upon completion of the same.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution was adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

EXHIBIT "A"

CONSENT LEGISLATION
RC 5521.01

Ordinance/Resolution# _____
PID No. 110669
County/Route/Section SUM SR 0082 00.14/08.04

The following is _____ enacted by the City of Macedonia of Summit
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the (LPA/STATE) has identified the need for the described project:

Resurfacing of SUM SR 82 from SR-8 to the Western Corp. Limit in the City of Macedonia.

NOW THEREFORE, be it ordained by the City of Macedonia of Summit County, Ohio.
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of way costs include eligible utility costs.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The _____ of said _____ City of Macedonia is hereby empowered
(Contractual Agent) (LPA)
on behalf of the _____ City of Macedonia to enter into contracts with the Director of
(LPA)
Transportation which is necessary to complete the above described project.

Passed: _____,
(Date)

Attested: _____ (Clerk) _____ (Officer of LPA - title)

Attested: _____ (Title) _____ (President of Council)

This _____ is hereby declared to be an emergency measure to
(Ordinance/Resolution)
expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

EXHIBIT "B"

CERTIFICATE OF COPY STATE OF OHIO

City of Macedonia of Summit County, Ohio,
 (LPA)
 _____, as Clerk of the City of Macedonia
 (LPA)
 of Summit County, Ohio, do hereby certify that the forgoing is a true and
 correct copy of _____ adopted by the legislative Authority of the said
 (Ordinance/Resolution)
City of Macedonia on the _____ day of _____, 20____
 (LPA)
 that the publication of such _____ has been made and certified of
 (Ordinance/Resolution)
 record according to law; that no proceedings looking to a referendum upon such
 _____ have been taken; and that such _____
 (Ordinance/Resolution) (Ordinance/Resolution)
 and certificate of publication thereof are of record in _____ Page _____
 (Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____

CITY SEAL

Clerk

City of Macedonia of Summit County, Ohio
 (LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described.
 For the City of Macedonia of Summit County, Ohio
 (LPA)

Attest: _____, Date _____

For the State of Ohio

Attest: _____, Date _____
 Director, Ohio Department of Transportation

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 90 - 2023**

**AN ORDINANCE
AMENDING SECTION 161.18 OF THE CODIFIED ORDINANCES OF THE CITY OF
MACEDONIA RELATIVE TO CERTAIN EMPLOYEE BENEFITS**

WHEREAS, upon recommendation of the Administration, it is hereby determined to be necessary and in the best interest of the health, safety and welfare of the City and its residents to amend Chapter 161 of the Codified Ordinances of the City of Macedonia, Ohio relative to certain benefits provided to employees of the City of Macedonia;

WHEREAS, Council specifically desires to amend Section 161.18 of the Codified Ordinances of the City of Macedonia to allow for a one-time stipend to non-bargaining unit employees of the Service Department who obtain a “Class A” commercial driver’s license from the State of Ohio.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That Section 161.18 of the Codified Ordinances of the City of Macedonia shall be amended to read as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. That the remainder of the Codified Ordinances of the City of Macedonia shall not be amended unless inconsistent with this Ordinance.

Section 3. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the Codifier of the City of Macedonia.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

161.18 UNIFORM ALLOWANCES AND OTHER SAFETY FORCE NON-BARGAINING-UNIT EMPLOYEE STIPENDS.

(a) **Full Time Police & Fire.** Each full time, non-bargaining unit member of the Police Department and Fire Department is entitled to an annual allowance each year in payment equal to the respective Bargaining Unit’s stipend for that year, as follows:

(1) **Police Stipends.**

- A. Clothing allowance for Police Chief and Executive Lieutenant
- B. Annual Firearm Certification Bonus for Qualified Police Chief and Executive Lieutenant.

(2) **Fire Stipends.**

- A. Clothing Allowance for Fire Chief and Executive Captain
- B. Paramedic Certification Bonus for Paramedic/Certified Fire Chief and Executive Captain. Both the Police and fire stipends as set forth in subsection (a) above shall be considered effective above retroactive to January 1, 2007, and shall be paid on an annual basis thereafter.

(Ord. 103-2007. Passed 9-27-07.)

(b) **Part-time Police & Fire.**

(1) **Police Stipends.** Each part-time member of the Police Department is entitled to an annual allowance in payment for necessary uniforms or parts thereof at the discretion of the Chief of Police as follows:

<u>Years of Service</u>	<u>Under 1200 Hours Worked</u>	<u>Over 1200 Hours Worked</u>
	<u>Maximum Amount</u>	<u>Maximum Amount</u>
First year	\$375.00	\$550.00
Second year	350.00	500.00
Third year	325.00	450.00
Fourth year	300.00	425.00
and thereafter		

~~(e)-(2)~~ **Fire Stipends.** Each part-time member of the Fire Department is entitled to an annual allowance in payment for necessary uniforms or parts thereof at the discretion of the Fire Chief as follows:

	<u>Maximum Amount</u>
First Year Start-up (Probation)	\$350.00
Under 500 hours	300.00
Between 500 and 750 hours	350.00
Between 750 and 1000 hours	400.00
Between 1000 and 1500 hours	450.00
Over 1,500 hours worked	500.00

(c) **Service Employees.**

CDL Stipend. Each full time, non-bargaining unit member of the Department of Public Service is entitled to a one-time allowance of \$300.00 in payment for obtaining a “Class A” Ohio commercial driver’s license utilized in their employment.

(d) The Director of Finance is hereby authorized to issue its warrants and voucher payment for such uniforms or parts thereof, and other stipend set forth above, upon receipt of bills approved by the Chief of Police, Chief of or Fire Chief, or the Director of Public Service.

ORIGINATOR: PARKS & RECREATION DEPARTMENT

SPONSOR: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 91 – 2023**

AN ORDINANCE

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE
PURCHASE AND INSTALLATION OF NEW HVAC SYSTEMS FROM WADSWORTH
SOLUTIONS THROUGH THE OMNIA PARTNERS COOPERATIVE PURCHASING
PROGRAM FOR THE CITY OF MACEDONIA RECREATION CENTER**

WHEREAS, the City of Macedonia Recreation Center’s current HVAC unit system is in need of replacement; and

WHEREAS, upon recommendation of the Director of Parks and Recreation, the City desires to purchase new HVAC units for the City’s Recreation Center, plus installation, through the Omnia Partners cooperative purchasing program which meets or exceeds State governmental cooperative purchasing requirements; and

WHEREAS, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to purchase new HVAC units, plus installation, for the City’s Recreation Center through the Omnia Partners cooperative purchasing program, Contract #R220703, and, as such, competitive bidding for this purchase need not be undertaken; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, Summit County, State of Ohio:

Section 1. The Council of the City of Macedonia hereby authorizes and directs the Mayor to enter into a purchase agreement with Wadsworth Solutions through the Omnia Partners cooperative purchasing program, Contract #R220703, to purchase and install new HVAC units in the City’s Recreation Center, as set forth on the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature by the Mayor or as may otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

PROPOSAL

EXHIBIT "A"

Wadsworth Solutions, our EcoXpert Master Partner has been added as an Authorized Distributor/Dealer to the Schneider Electric Master Intergovernmental Cooperative Purchasing Agreement with Omnia Partners.
We are authorized under are Facility Technology Integration, Contract Number R220703

City of Macedonia, OH
Recreation Center
Revision 1



Attention: Mr. Ray Reed/Bryan Schuman
Proposal: CW023-42
Date: Thursday, August 31, 2023
Prepared by:
Chris Wright
EUS Service Sales Engineer
216-559-5062

All quotations are for acceptance within 30 days. Contracts are not binding until this company has approved buyer's credit. **Unless shown, prices quoted do not include federal or state sales taxes.**

Cleveland

7851 Freeway Circle
Middleburg Heights, OH 44130
(216) 391-7263

Columbus

9022 Cotter Street
Lewis Center, OH 43035
(380) 390-0260

Toledo

1500 Michael Owens Way
Perrysburg, OH 43551
(419) 861-8181

Youngstown

909 Sahara Trail, Unit C
Boardman, OH 44514
(204) 201-8820

To the City of Macedonia,

I sincerely appreciate the chance to present our proposal and potentially become your trusted partner for this project. After carefully assessing your facility's needs, we have meticulously designed a comprehensive plan to replace the rooftop equipment with cutting-edge Aeon Inc. HVAC systems while maintaining the same footprint in most cases & upgrading the pool room system(s) to AES Systems. as well.

Our team has worked diligently, considering every aspect of your building's layout and construction from the original design prints. The result is a highly intelligent system that excels in both performance and functionality, expertly integrated with our advanced controls.

One of our top priorities in this project is optimizing the system's runtime to ensure efficient utility usage while delivering the utmost comfort that your building demands. We understand the importance of striking the perfect balance between functionality and energy efficiency, and our solution is tailored to achieve precisely that.

With our experience and expertise, we are confident that our carefully assembled project will not only meet but exceed your expectations. Our dedication to delivering top-notch service and quality workmanship sets us apart, and we look forward to the opportunity to demonstrate this to you.

Should you have any questions or require further information, please don't hesitate to reach out. We are here to address any concerns and provide you with the best possible solution for your facility's needs.

Thank you once again for considering our proposal. We eagerly await the chance to partner with you on this venture and deliver exceptional results.

Best regards,



Scope:

- Pre- Installation site planning meeting and schedule
- Mobilize onsite
- De- energize existing equipment/ De- construct existing equipment
- Crane will remove existing units and trash off roof and we will load and remove off site
- New equipment landed and fastened to roof securely any transitional fittings will be procured
- Units to be installed to meet all factory specifications
- We will upgrade all required power sources and complete electrical hook ups
- Systems to be started up and air balanced to approve and commission
- Client Turnover & de-mobile

Scope of Work-Controls:

- Wadsworth Solutions will provide an N4 Tridium head-end panel for HVAC control of newly installed and existing equipment.
 - Including all Tridium licensing and maintenance agreements required.
- Wadsworth Solutions will provide and install new BACnet controllers, control devices, peripherals, etc. to achieve sequences of operations.
- Wadsworth Solutions will provide and install new (DDC) direct digital controls for AHU-1 split unit and provide communication cabling to newly installed condensing unit.
- Wadsworth Solutions will provide BACnet integration for new rooftop units.
- Wadsworth Solutions will provide (DDC) direct digital controls for existing exhaust fans.
- Wadsworth Solutions will provide and install all low voltage 24vac control wiring as required for new controls. Wire to be plenum rated cabling installed in j-hooks and raceways where applicable. Exposed low voltage wiring to be installed in EMT conduit (when applicable).
- Provide and install all 120v power wiring as required for new temperature control panels.
- Provide all device programming to achieve sequences of operations.
- Provide equipment graphics.
- Provide floor plan graphics.
- Provide commissioning of new temperature controls.
- Provide warranty.
- Provide training.

TOTAL AMOUNT FOR EQUIPMENT AND SERVICES LISTED ABOVE..... 1,454,960.00

Warranty & Service – On Aeon Equipment

- Standard One (1) Year Limited Equipment Warranty – Parts Only
- Five (5) Year Limited Compressor Warranty, Parts Only (AC-2 thru AC-5)
- Twenty-Five (25) Year Limited Heat Exchanger Warranty, Parts Only

Warranty & Service – On AES Equipment

- DCA Factory Warranty-3 years on all parts for dehumidifier & remote condenser
- 5 years on coils & compressor/
- 1 year on controls & heaters.

Notable Exclusions with Terms and Conditions:

- Unless annotated on this document, prices do not include local, state, or federal taxes.
- All work to be performed during regular business hours (7:30 a.m. to 4:30 p.m.) Monday through Friday. Shift work, holidays, and weekend work all at different rates.
- All proposals and quotations are for acceptance within 30 days of the date on this document. Pricing is subject to change subsequent of the 30-day time period.
- Any services or equipment not listed in this document are not included.
- Manufacturer's warranty is applicable to equipment sold by Wadsworth Solutions.
- Warranty Labor is 30 days after completion of installation.
- That all equipment and components are in operable and maintainable order upon conception of this agreement. Any repairs required to put the system(s) back into reasonable operating condition will be the responsibility of the customer.
- Progress Billing: Wadsworth Solutions reserves the right to partial invoice clients as accumulated costs are accrued for projects.
- Payment Terms: For this contract, a 25% deposit is required, as the units are custom-built specifically for the Macedonia Recreation Center Pool. Billing will be on a progressive basis, corresponding with the arrival of additional equipment and the commencement of work. Net 30-day payment on all invoices. After 60 days, interest shall be applied to outstanding invoices.
- Force Majeure: Wadsworth Solutions shall not be liable for any losses or damage due to acts of government, labor unrest, war conditions, terrorism, vandalism, floods, fire, storms, acts of God, strike lockout, dispute with workmen, commercial delays, spoilage, or any other cause beyond reasonable control. It is expressly agreed that Wadsworth Service assumes no liability for negligence, misuse or failure whatsoever other than performance of the services herein set forth.
- Lead Times: Currently, the Global Supply Chain is experiencing significant and unprecedented delays due to raw material shortages such as micro processing chips, precious metals, and steel. As a result, estimated product lead times and shipping dates can change without notice by associated manufacturers or brands. Our goal is to ensure delivery as promised and monitor all orders, making sure our customers' expectations are met.

CUSTOMER

Accepted By: _____

Date: _____

Name: _____

Title: _____

WADSWORTH SOLUTIONS

Approved By _____

Date: _____

Name: _____

Title: _____





Subject: Executive Summary - Macedonia Recreation Center HVAC Upgrades

Date: Wednesday, July 26, 2023

Dear Jason,

I hope this message finds you well. I am pleased to present the executive summary of the Macedonia Recreation Center HVAC Upgrades project, outlining the key highlights and upgraded implementations we have carefully designed for your consideration.

Project Overview:

We have undertaken the task of upgrading the HVAC systems at the Macedonia Recreation Center using Aeon & AES systems. Our aim is to enhance the performance, efficiency, and climate control within the facility.

Aeon System Selection:

In line with our commitment to excellence, we have chosen the Aeon systems, incorporating stainless steel heat exchangers to ensure optimal performance in an environment exposed to chlorine and moisture. Additionally, we have ensured that the new units align seamlessly with the existing footprint, reducing the need for alterations and overall material costs.

AES Pool Units Engineering:

The pool units have been specially engineered and built to meet the unique requirements of your building. To accommodate the load calculations accurately, we propose units capable of handling 70 tons, providing an increase of 10 tons from the previous setup. Furthermore, these units have been equipped with a cooling package to precisely maintain the desired climate and achieve the targeted setpoints requested by the on-site pool manager.

Electrical Upgrades and Lighting Protection:

Our proposal includes the necessary electrical upgrades required to power all the equipment. We have also taken the responsibility of removing and reinstalling the lightning protection system to ensure a seamless and comprehensive installation process. Please note that these services were not included in other quotes you received, and this lack of detail would of presented itself as a change order.

Schneider Control System:

The most significant enhancement in this project lies in the implementation of the Schneider Control system. We understand the pivotal role of a reliable control system in optimizing performance. Therefore, we have equipped the facility with a sophisticated system that references multiple data points throughout the building. This enables the front end to execute the best run protocols, resulting in enhanced efficiency and comfort. The system allows us to log building history and energy usage through Trend settings, enabling us to identify areas for improvement. Moreover, its expandability provides opportunities to integrate additional features throughout the Macedonia Recreation Center.



In conclusion, our upgraded HVAC implementations, alongside the cutting-edge Schneider Control system, will elevate the functionality, energy efficiency, and overall performance of the Macedonia Recreation Center. We are committed to delivering unparalleled results and value to your esteemed organization.

Our system offers an exceptional performance package, designed to create the ideal environment for the esteemed residents of Macedonia—a solution that Wadsworth Solutions takes immense pride in endorsing.

If you have any questions or require further details, please feel free to reach out to us. We look forward to the opportunity to work collaboratively and deliver excellence for the Macedonia Recreation Center.

Sincerely,

Chris Wright

EUS Manager

Wadsworth Solutions

216-559-5062

cwright@wadsworthlsc.com



RN/RQ Series



PACKAGED ROOFTOP UNITS, AIR-SOURCE HEAT PUMPS, WATER-SOURCE/ GEOTHERMAL HEAT PUMPS, & OUTDOOR AIR HANDLING UNITS



Features:

- Air-cooled or water-cooled condenser, with unit capacities from 2-140 tons
- Available as a chilled water or non-compressorized DX air handling unit, from 800-49,100 cfm
- Air-source, water-source, and geothermal heat pump options
- R-410A scroll compressors – one, two, three, or four compressor systems
- Variable capacity and variable speed scroll compressors for load matching cooling and improved part load efficiency
- Electric, gas, steam, or hot water heating
- AMCA certified and labeled low leakage economizer dampers
- Direct drive backward curved plenum fans
- Power exhaust and power return options
- Factory installed AAONAIRE® total and sensible energy recovery wheels
- Double wall rigid polyurethane foam panel construction with a minimum R-value of 13
- Service access doors with full length stainless steel piano hinges and lockable handles
- Double sloped stainless steel drain pans

Application Flexibility
Minimizes Installation Time and Reduces Cost

○ *Makeup Air Applications
Up to 100% Outside Air*

○ *Dehumidification and
Filtration Capabilities*

○ *Large Tonnage Rooftops
with Small Footprints*

○ *Factory Installed or Customer
Specific Controls Options*

RN/RQ Series

Rooftop/Air Handlers

AAON RN and RQ Series rooftop units continue to lead the packaged rooftop equipment industry in performance and serviceability. Double wall rigid polyurethane foam insulated cabinet construction and direct drive backward curved plenum fans allow RN and RQ Series units to have quiet, energy efficient airflow with high static pressure capabilities. RN and RQ Series units also feature lockable hinged doors which provide service access to all sections of the unit.

Superior Features

- Cabinet construction consists of rigid polyurethane foam panels with G90 galvanized steel on both sides and a closed cell polyurethane foam interior core. The inner wall protects the insulation from moisture damage, prevents microbial growth, and is easy to clean.
- Two inch rigid polyurethane foam insulated panels have a thermal resistance R-value of 13 or greater, which exceeds the R-value of a cabinet with four inch thick fiberglass construction. They also make the cabinet more rigid and resistant to damage and reduce radiated sound.
- Access doors with full length stainless steel piano hinges and quarter turn, lockable handles provide improved reliability over single point hinges and make the unit easily serviceable.
- Corrosion resistant polyurethane paint exceeds a 2,500 hour salt spray test.
- AMCA Certified low leakage gear driven economizer dampers are standard on RN and RQ Series rooftop units. AAON low leakage dampers meet the California Title 24 damper air leakage requirement. Optional Economizer Fault Detection and Diagnostics is also available with the low leakage dampers to meet the California Title 24 requirements.
- Compressors and unit controls are contained within a compartment isolated from the air stream for ease of service and reduced radiated sound.
- Direct drive backward curved plenum fans provide improved energy efficiency and reduced maintenance versus belt driven fans.
- Double sloped stainless steel drain pans eliminate standing water which can support microbial growth and stainless steel construction prevents corrosion that could lead to water leaks and contaminants in the air stream.
- Run test report, wiring diagram, and Installation, Operation, and Maintenance manual with startup form provided in control access compartment of every unit.
- 5 year non-prorated compressor warranty, 15 year non-prorated aluminized steel gas heat exchanger warranty, and 25 year non-prorated stainless steel gas heat exchanger warranty.

- ▶ AAON equipment is service friendly with color coded wiring diagrams, heavy duty access doors and handles, and easy access to components.



Quality Construction



- ▲ Cutaway of double wall rigid polyurethane foam insulated cabinet panel increases thermal resistance, reduces air leakage, and attenuates radiated sound. Thermal break reduces heat transfer between interior and exterior metal cabinet walls.

R-13 Double Wall Rigid Polyurethane Foam Panel Construction

AAON is setting a new standard for performance with double wall construction using closed cell polyurethane foam insulation. Not only does it have several times the insulating R-value, it creates a far more rigid and stronger assembly with less air leakage than fiberglass insulated panels.

- ▶ Standard AMCA Certified AAON Low Leakage Damper



AMCA Certified and Labeled Low Leakage Dampers

Gear driven economizer eliminates the excess play and bind that occurs with linkage type economizers. Standard AMCA Certified and Labeled AAON Low Leakage Dampers meet the California Title 24 damper air leakage requirement.



- ◀ Microchannel condenser coils are durable, more efficient, lighter, and use less refrigerant than traditional fin and tube condenser coils. These coils are standard on all air-cooled condenser RN/RQ Series rooftop units. The Modulating Hot Gas Reheat option includes microchannel reheat coils.

- ▶ Direct Drive Backward Curved Plenum Fans are more energy efficient, quieter, and require less maintenance than belt driven fans. VFD controlled and ECM driven supply, exhaust, and return fans are available for precise air flow control, building pressure control, and reduced power consumption.





Rooftop Units (2-6 tons)

RQ Model	Cabinet	Air-Cooled SEER	Air-Cooled EER	Nominal cfm	Width*	Height*	Length*
RQ-002	Vertical or Horizontal	Up to 20.3	Up to 14.8	850	44	51	82
RQ-003				1,050			
RQ-004				1,400			
RQ-005				1,750			
RQ-006				1,800			

*Dimensions vary depending on options selected. • All dimensions are in inches • Design cfm may be 30-50% greater or less than nominal cfm.

▶ 2-6 ton RQ Series Air-Cooled Condenser Rooftop Unit



AHRI Certified High Efficiency

The RN Series is available with an IEER rating up to 22.5, while the RQ Series is available with a SEER rating up to 20.3.



▲ 11, 13, & 16-30 ton RN Series Horizontal Configuration Unit with Factory Provided Final Filtration

Horizontal Configuration

Horizontal configuration is available for RQ Series units (2-6 tons) and RN Series units (11, 13, 16-30 tons). This configuration provides a solution for applications that require horizontal ductwork; it does not require special horizontal supply/return curbs. All of the premier features and options currently available for the RQ and RN units are available with this configuration. **High efficiency final filtration configuration is available on the RN Series units for health care and other applications that require it.**

Rooftop Units (6-30 tons)

RN Model	Cabinet	Configuration	Air-Cooled IEER	Air-Cooled EER	Nominal cfm	Width*	Height*	Length*
RN-006	A	Vertical	Up to 22.5	Up to 14.0	2,000	79	44	82
RN-007					2,500			
RN-008					2,650			
RN-010					3,000			
RN-009	B		Up to 20.4	Up to 14.9	3,400	96	50	88
RN-011					3,600			
RN-013					3,800			
RN-015					4,200			
RN-014	C		Up to 22.5	Up to 13.7	5,200	101	60	110
RN-016					6,400			
RN-018					6,800			
RN-020					7,000			
RN-025		9,000						
RN-030		10,500						
RNA-011	C	Horizontal	Up to 22.5	Up to 13.7	3,600	101	60	138
RNA-013					3,800			
RNA-016					6,400			
RNA-018					6,800			
RNA-020					7,000			
RNA-025					9,000			
RNA-030	10,500							

*Dimensions vary depending on options selected. • All dimensions are in inches - Design cfm may be 30-50% greater or less than nominal cfm.



◀ 6-30 ton RN Series Air-Cooled Condenser Packaged Rooftop Unit



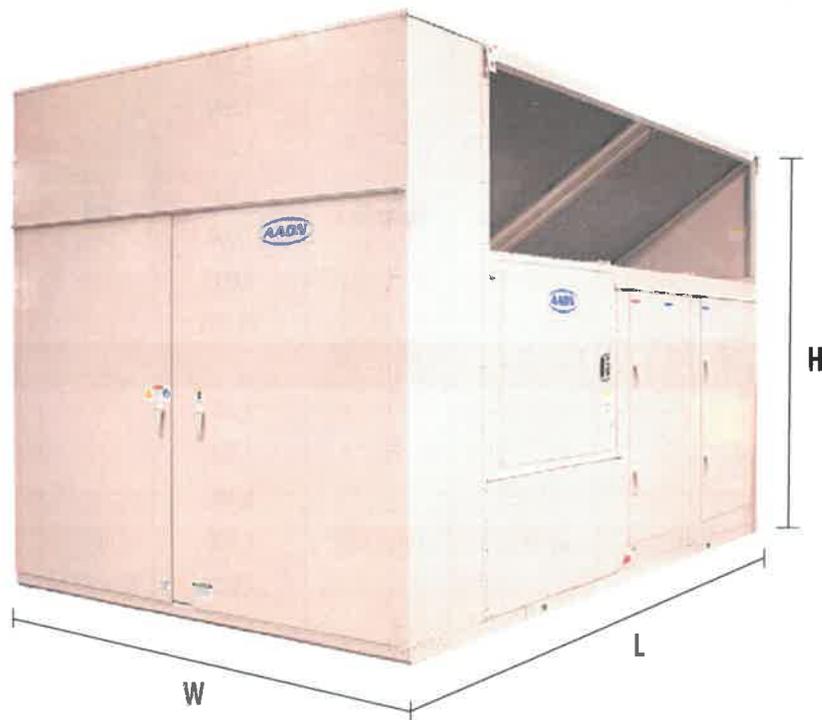
High Efficiency

Rooftop Units (26-70 tons)

RN Model	Cabinet	Configuration	Air-Cooled IEER	Air-Cooled EER	Nominal cfm	Width*	Height*	Length*
RN-026	D	Vertical	Up to 20.0	Up to 11.9	10,000	100	102	161
RN-031					12,400			
RN-040					16,000			
RN-050					20,000			
RN-060					23,000			
RN-070					25,000			

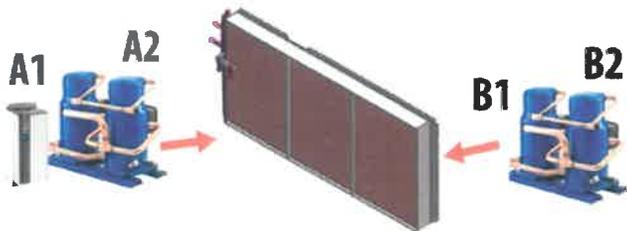
*Dimensions vary depending on options selected. • All dimensions are in inches • Design cfm may be 30-50% greater or less than nominal cfm.

26-70 ton RN Series Packaged Rooftop Unit ▶



AAON continues to improve packaged rooftop equipment with design updates to the RN Series D Cabinet:

- Two refrigerant circuits for significant gains in efficiency (IEER / EER)
- Interlaced evaporator coil for superior turndown and consistent face temperature
- Staged, Variable Capacity, or Variable Speed Compressor options
- Microchannel lag circuit reheat coil



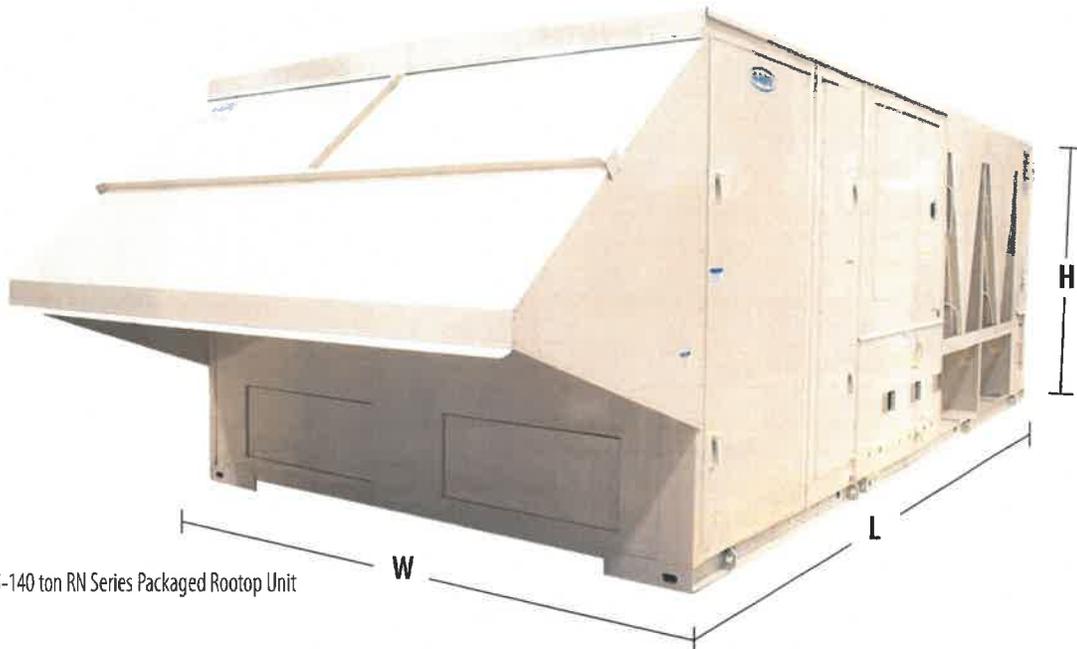
A two circuit system allows for excellent turndown and better part load efficiencies than four circuits. In variable speed and variable capacity compressor units, the first circuit is variable capacity and feeds the entire face of the evaporator coil for even cooling of the supply air. The second circuit compressors are also interlaced and provide additional capacity when needed. First and second circuit may include individual or tandem compressors, depending on the unit size.

Continued Design Enhancement

Rooftop Units (55-140 tons)

RN Model	Cabinet	Configuration	Air-Cooled IEER	Air-Cooled EER	Nominal cfm	Width*	Height*	Length*
RN-055	E	Vertical	Up to 18.3	Up to 11.3	15,000	142	105	230
RN-065					17,000			
RN-075					18,000			
RN-090					22,000			
RN-105					24,000			
RN-120					29,500			
RN-130					32,000			
RN-140					33,000			

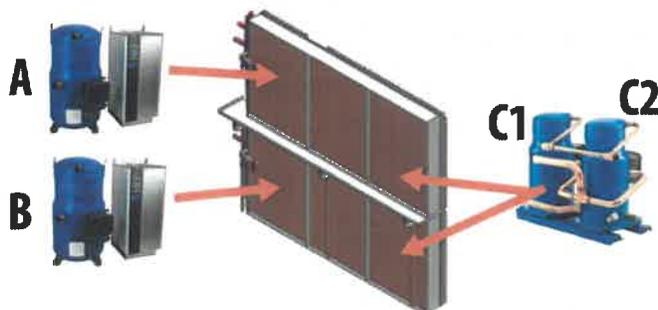
*Dimensions vary depending on options selected. • All dimensions are in inches • Design cfm may be 30-50% greater or less than nominal cfm.



► 55-140 ton RN Series Packaged Rooftop Unit

The RN Series E Cabinet includes the following design enhancements:

- Variable speed compressors for better part load efficiency
- Interlaced evaporators for superior turndown and consistent face temperature
- Improved airflow through the condenser for better efficiency
- Microchannel lag circuit reheat coil

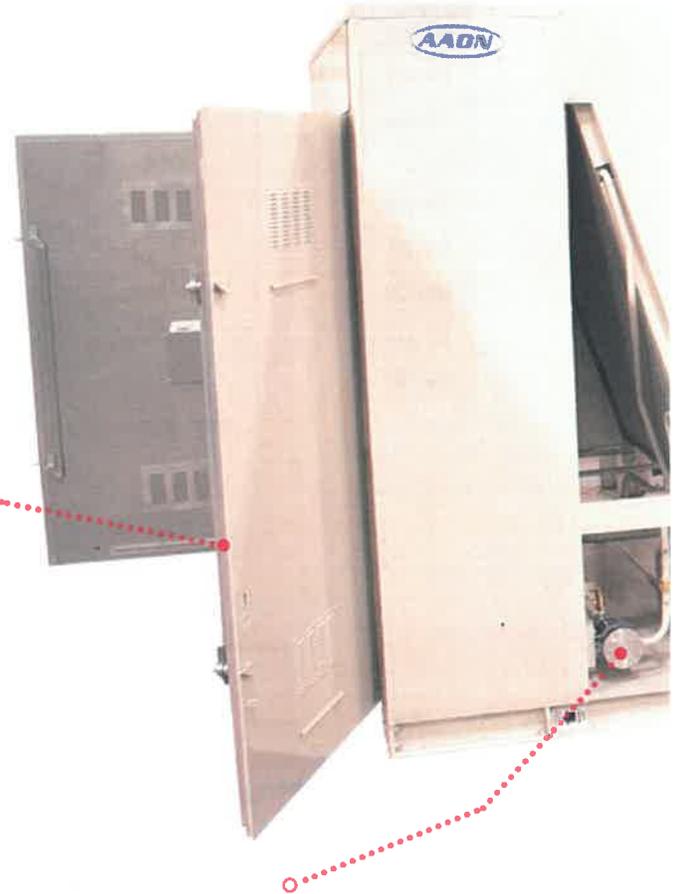


Variable Speed Compressors A and B modulate together for superior turndown and consistent face temperature. The tandem compressors provide additional capacity while the variable speed compressors maintain control of the supply air temperature.

Ease of Service

Ease of Service

AAON equipment is designed from concept to completion with minimum service time as a primary factor. Readily accessible compressors and control components allow timely evaluation of service issues without delay. Color-coded wiring diagrams allow fast connection identification and analysis and thus a reduction in down time and cost. Individual components and wires are also labeled for quick circuit evaluation. The result of this AAON standard procedure is low service cost and greater unit run time.



Double Wall Construction

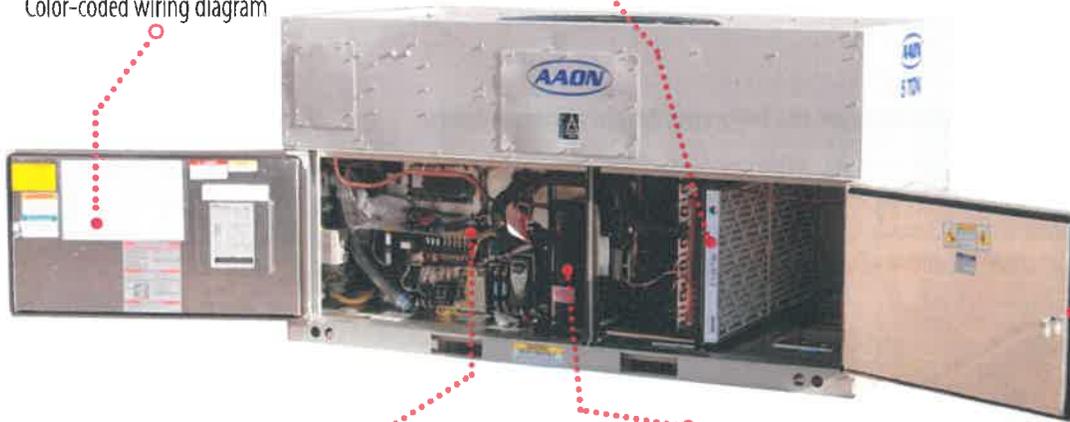
2-6 ton RQ Series

Color-coded wiring diagram

Slide out filter access

Removable Core Filter Drier with Isolation Valves

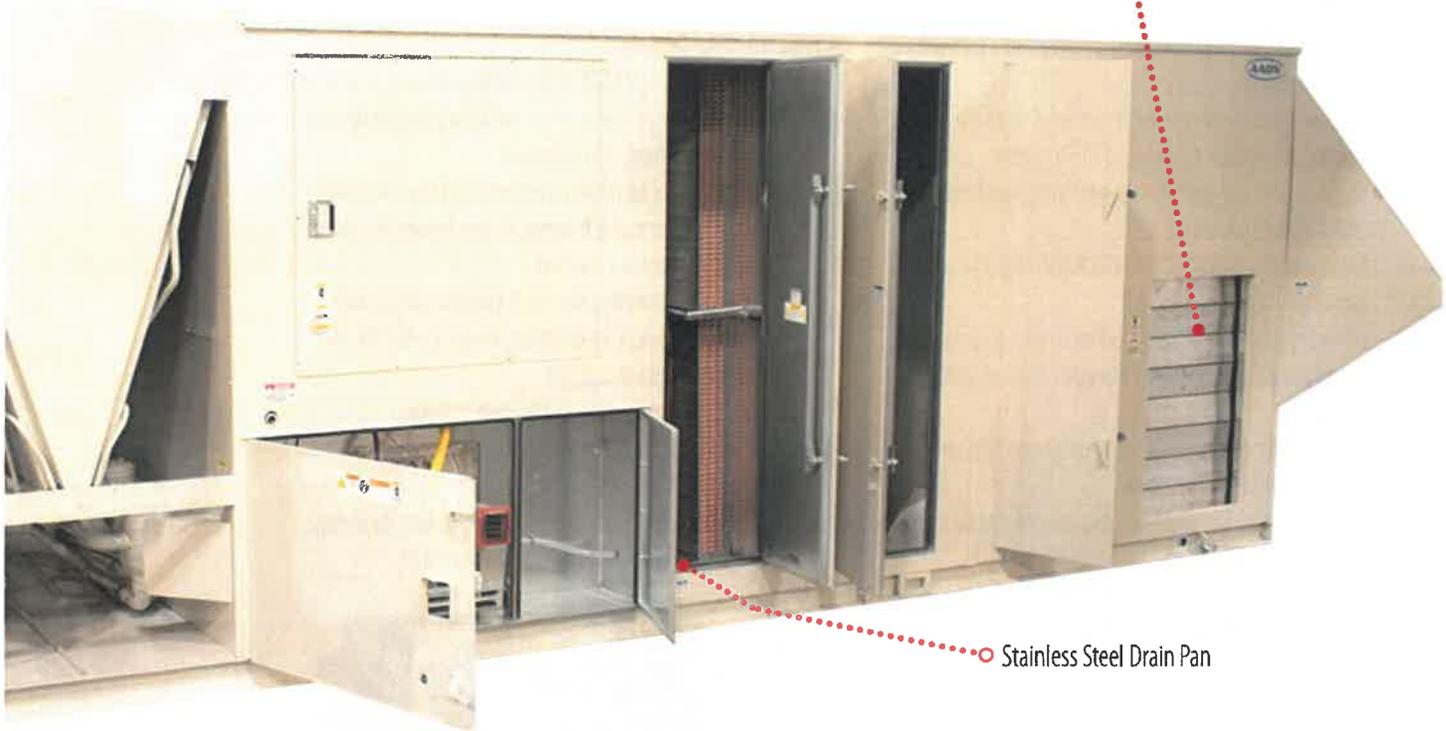
Continuous bulb seal



All components labeled

R-410A scroll compressor

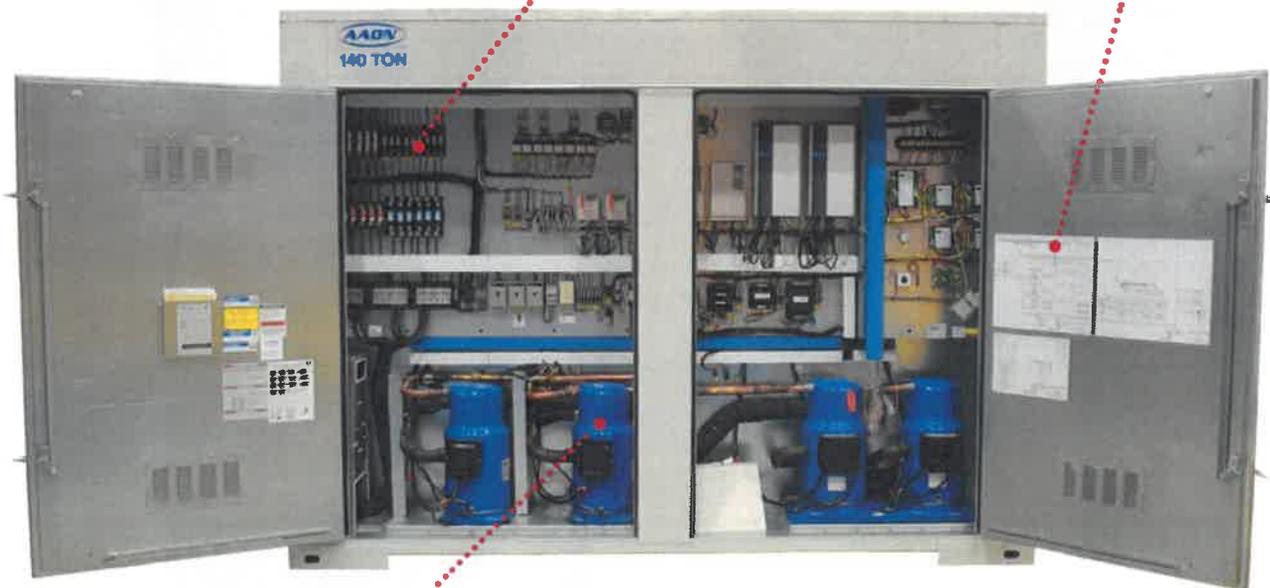
Motorized Exhaust Air Dampers



55-140 ton RN Series

All Components Labeled

Color-Coded Wiring Diagram
Matches Actual Wiring



Variable Speed Compressors



Feature Flexibility

Premier Options

- Variable capacity and variable speed R-410A scroll compressors for load matching cooling and improved part load efficiency.
- Variable speed air-source heat pump for high efficiency non-fossil fuel heating down to 0°F ambient.
- Water-source and geothermal heat pump options for energy efficient heating.
- Factory installed total or sensible AAOAIRE energy recovery wheels.
- Humidity control options including: High Capacity Coils, Modulating Hot Gas Reheat Humidity Control, and Return Air Bypass.
- Chilled water cooling coils allow unit to tie into new or existing chilled water system.
- Hot water or steam heating coils allow unit to tie into new or existing boiler system.
- Polymer e-coated coils are available to extend the life of the coils and protect them in corrosive environments.
- Power exhaust and power return fans with economizer for application flexibility.
- VFD controlled and ECM driven supply, exhaust, and return fans for precise airflow control, building pressure control, and reduced power consumption.
- Modulating gas heat with stainless steel heat exchanger provides greater fuel efficiency, longer heater life, and improved occupancy comfort.
- SCR (Silicon Controlled Rectifier) electric heat control for reduced power consumption, longer heater life, and improved occupant comfort.
- Multiple high efficiency air filtration options.
- Unit controls options including factory installed customer provided controls.
- VFD controlled or ECM driven condenser fans for energy savings and refrigerant head pressure control.



▲ Dimpled heat exchanger provides energy efficient heat transfer and has no internal turbulator, which can corrode over time.



▲ Customers can select AAOA controls or factory installed customer provided controls

▶ Up to MERV14 filters



The quality of air inside a building impacts the health and cognition of those inside. AAON rooftop equipment standard design and options can help to improve indoor air quality.

Cabinet Construction

AAON rooftop equipment is constructed of double wall rigid polyurethane foam injected panels. The interior cabinet is a smooth metal wall as opposed to fiberglass insulation that can hold bacteria and mold.

- ▶ Double wall polyurethane foam injected panels with metal interior liner



Outdoor Air Ventilation

Bringing fresh outside air into a building helps flush out infectious aerosols and reduces CO₂ levels in the space. AAON RN and RQ Series units have makeup air capability and can be specified with up to 100% outside air. AAONAIRE energy recovery wheels are available on makeup air units to increase the unit's energy efficiency. High capacity cooling coils are available to handle the higher latent load of outside air. Modulating gas heat and SCR electric heat are available to provide energy efficient supply air temperature heating. AAON can precisely control humidity of a space using modulating hot gas reheat. Research has shown that some viruses are rendered inactive on surfaces when the ambient relative humidity was between 40%-60%.



- ◀ AAON Economizer can provide up to 100% outside air

Filtration

ASHRAE recommends using a minimum of MERV 13 filter to more effectively trap viruses. This option is available on all sizes of rooftop equipment and the standard backward curved supply fans are capable of handling the additional static pressure associated with the higher quality filtration.

UV lights

UV lights can be used to inactivate pathogens in the airstream of an air handling unit.

- ▶ UV Light options are available factory installed for both keeping the cooling coil clean and for single pass air disinfection





Energy Saving Configurations

2-6 ton RQ Series with Cross-Flow Fixed Plate Heat Exchanger Energy Recovery



Electric Preheat is available with all AAON energy recovery options for frost prevention.

Cross-Flow Fixed Plate Heat Exchanger Energy Recovery

Cross-flow fixed plate heat exchangers save heating and cooling dollars by pre-cooling, pre-heating, and humidifying the ventilation outside air (depending on ambient conditions). Cross-flow fixed plate heat exchangers have no moving parts and can also improve indoor air quality by eliminating cross contamination. Sensible only or enthalpy fixed plate heat exchangers are available to meet application requirements. Fixed plate heat exchangers are available in the RQ Series (2-6 tons).

Outside Air Bypass allows for higher ventilation airflow and full economizer operation. Damper can also be used for defrosting the heat exchanger.



AAONNAIRE® Energy Recovery Wheel

The energy recovery wheel option can be provided in all model sizes allowing reduced equipment size and operating cost savings while pre-conditioning the outside air being introduced into the conditioned space. Sensible only or enthalpy wheels are available to meet the humidity control requirement of the system. Segmented polymer wheels allow for easy cleaning. Aluminum wheels are also available for application that require aluminum construction. Bypass dampers can be selected for full economizer operation.

Factory installed AAONNAIRE energy recovery wheel saves heating and cooling energy. Slide-out wheel allows for quick and easy maintenance.

Aluminum Energy Recovery Wheel



AHRI Certified Performance

All AAON energy recovery options feature AHRI Certified heat exchangers.

Precision Comfort Control

Compressor Capacity Control

RN and RQ Series units have a variety of compressor options available for load matching cooling, providing both high full load and part load efficiency. Options include staged, two-step, 10-100% variable capacity, and variable speed compressors. Two-stage compressors provide a cost effective additional cooling capacity stage that improves part load efficiency. Units with 10-100% variable capacity scroll compressors are simple to control and the compressors have a wide range of capacity modulation. Variable speed compressors use compressor motor speed control to reduce capacity, save energy, and reduce sound.



◀ VFD controlled variable speed scroll compressors provide load matching cooling and improve part load efficiency.

▶ Variable capacity compressors allow for a wide range of capacity control (10-100%) for improved part load efficiency with simple controls.



◀ Two-Step Scroll Compressors provide the simplicity of staged capacity control with high part load efficiency



Two-Step Compressors improve part load efficiency with simple staged control. Unit IEER can be optimized without requiring complex refrigeration and DDC controls, reducing operating costs and maintenance costs. Two-step compressors are available in the RQ and RN Series.

Variable Speed Compressors

Variable speed compressors provide load matching cooling and the highest efficiency ratings when operating at part load conditions. Refrigeration controls are built-in to the AAON equipment to protect the compressors and optimize the efficiency for VAV, Single Zone VAV and Makeup Air applications. Variable speed compressors are quiet in operation, especially at reduced capacity. Heat pump units with variable speed compressors can provide high efficiency non-fossil fuel heating down to 0°F ambient.



▲ 2-6 ton RQ Series with inverter driven variable speed compressors for load matching cooling and improved part load efficiency

Heat Pump Options

Water-Source Heat Pump Performance

Rooftop Model (MBH)	Airflow (cfm)	Fluid Flow (cfm)	Water Loop		Ground Water		Ground Loop	
			Cooling EWT 86°F Heating EWT 68°F		Cooling EWT 59°F Heating EWT 50°F		Cooling EWT 77°F Heating EWT 32°F	
			EER	COP	EER	COP	EER	COP
RQ-002	800	5.8	Up to 14.70	Up to 5.10	Up to 23.50	Up to 4.60	Up to 16.80	Up to 3.60
RQ-003	1,200	9.4						
RQ-004	1,600	11.8						
RQ-005	2,000	14.5						
RQ-006	2,400	16.7						
RN-006	2,400	14.0						
RN-007	2,800	17.8						
RN-008	3,200	20.7						
RN-010	4,000	26.3						
RN-009	3,600	24.2						
RN-011	4,400	29.2	Up to 16.40	Up to 6.00	Up to 25.00	Up to 5.00	Up to 19.10	Up to 3.90
RN-013	4,800	32.0						
RN-015	5,100	35.0						

Ratings at AHRI Conditions as in accordance with ISO Standard 13256-1

Heat Pump Option

Energy efficient cooling and heating can be achieved by reversing the flow of the unit's refrigeration circuits. This allows the indoor coil to be used as either a cooling coil or heating coil depending on the outdoor conditions. This is a more efficient method of heating than electric heating because a heat pump can reject more heat to the space per the amount of energy used. Thus, the operating costs of heat pump heating are always less than the operating costs of electric heating. Heat pumps do not require the use of fossil fuels, and depending on local energy costs, may be save operating costs compared with a gas heating system. AAO provides three different options for heat pump; geothermal, water-source, or air-source.

Geothermal Heat Pump Option

Geothermal heat pumps take advantage of the relatively constant temperature of the earth below ground level to transfer heat to or from the building via water flowing through a loop of underground pipes. Depending on latitude, ground temperatures range from 45°F to 75°F. This ground temperature is warmer than the air above it during the winter and cooler than the air in the summer. Ground water heat pumps use a body of water for this heat exchange.

Water-Source Heat Pump Option

Water-source heat pumps work in a similar way as geothermal heat pumps except using a cooling tower and boiler system. A typical WSHP application is a multistory building or large campus.

Air-Source Heat Pump Option

Air-source heat pumps use the outdoor air as the heat transfer medium. This system provides the heat pump efficiency benefits and does not require a water loop.

Air-Source Heat Pump Performance

Rooftop Model	Airflow (cfm)	SEER/IEER	EER	H1 COP	H1 Capacity (BTU)	HSPF
RQ-002	900	Up to 20.2	Up to 14.2	Up to 3.6	24,000	Up to 10.1
RQ-003	1,300				36,000	
RQ-004	1,650				45,500	
RQ-005	1,750				58,000	
RQ-006	2,100				63,000	



◀ RN Series Water-Source/Geothermal Heat Pump Packaged Rooftop Unit



Makeup Air Capability

AAON RN and RQ Series units have makeup air capability and can be specified with up to 100% outside air. AAON AIRE energy recovery wheels are available on makeup air units to increase the unit's energy efficiency. High capacity cooling coils are available to handle the higher latent load of outside air. Modulating gas heat and SCR electric heat are available to provide energy efficient supply air temperature heating. Modulating humidity control is available to provide dehumidification without over cooling when the outside air humidity is above setpoint. Variable capacity scroll compressors are available to provide energy efficient supply air temperature control.

Dehumidification

AAON offers many humidity control options. High capacity cooling coils are available which allow for more dehumidification versus standard cooling coils. Return air bypass is available on RN Series units for single coil humidity control. Modulating hot has reheat humidity control is available to provide energy efficient dehumidification, even with low sensible heat loads, without the temperature swings common with on/off reheat systems.

Single Zone VAV

Single zone VAV systems modulate the supply fan speed based on the space temperature and modulate the variable capacity or variable speed compressor based on the supply air temperature to provide variable airflow at a constant supply air temperature to control the space temperature of a single zone. For part load conditions, the single zone VAV unit will operate at a lower fan speed for a greater amount of time, saving valuable energy and providing the space with more constant temperature and humidity control.

Air Handling Unit Option

AAON RN and RQ Series outdoor air handling units provide a hydronic cooling and heating option. Gas, electric, steam, and hot water heating are available on an RN and RQ Series air handling units. Cabinet construction is similar to the packaged rooftop units with easily accessible coil connections.

High and Low Ambient Operation

With robust design and construction, AAON equipment can be rated and operate up to 125°F (52°C) ambient and down to 0°F (-18°C).



AAON Environmentally Friendly HVAC Product Family

Outdoor Air Handling Units (800 - 72,000 + cfm)



Condensing Units (2-70 tons)



Chillers (4-55 tons)



Self-Contained Units (3-70 tons)



Indoor Air Handling Units (800 - 50,000 + cfm)



Water-Source Heat Pumps (½ - 230 tons)



Packaged Rooftop Units (2-240 tons)



Controls

(WSHP, RTU,
SELF-CONTAINED,
SPLIT SYSTEM, & CHILLER)



BasX Solutions



Heating and Cooling Products for:

Auditoriums
Convenience Stores
Health Clubs

Health Care Facilities
Homes
Lodgings

Manufacturing
Museums & Libraries
Natatoriums

Office Buildings
Restaurants
Retail Store

Schools
Supermarkets
Indoor Agriculture

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CB/CF Series



CONDENSERS AND CONDENSING UNITS



CF Series



CB Series

Features:

- 2-70 ton air-cooled condensing units and remote air-cooled condensers
- Air-source heat pump configurations for energy efficient heating
- Variable capacity (10-100%) and two-step scroll compressors for load matching cooling and heat pump heating with improved part load efficiency.
- R-410A scroll compressors – one, two or four stages of cooling
- High efficiency variable speed ECM and VFD controlled condenser fans
- Modulating hot gas reheat humidity control independently controls temperature and humidity
- Labeled components for quick and easy installation
- Labeled controls components with color-coded wiring that matches the unit wiring diagram included in the control compartment
- Matching indoor and outdoor air handling units available for a complete split system solution

Application Flexibility
Minimizes Installation Time and Reduces Cost

○ *High Efficiency
Heat Pump Option*

○ *Modulating
Dehumidification*

○ *Part Load
Capacity Control*

○ *Quiet Operation*

CB/CF Series Condensing Units

CB/CF Series split system condensing units reflect the proven reliability and engineering excellence from the premier manufacturer of heating and cooling products. All selected options are factory installed to minimize field installation time and reduce cost. AAON CB/CF Series condensing units boast the same benefits that customers have come to expect from other AAON equipment: serviceability, quiet operation, reliability, high efficiency, durable construction, and a number of premier options that provide the flexibility to suit a wide variety of job requirements.



CB Series - Vertical Discharge

CB Series

CB Series Superior Features

- Cabinet is constructed of painted heavy gauge galvanized steel that surpasses a 2,500 hour salt spray test to provide the unit with corrosion protection.
- Single, easily removable, panel that provides access to the unit service compartments.
- Factory supplied and labeled split system copper stub outs with shut off valves for easy installation without the need to cut holes in the cabinet.
- Wrap-around, single row, high efficiency condenser coil with no additional rows to trap dirt and debris. A single row wrap-around coil is easier to clean than a multi-row wrap-around coil.
- Refrigerant circuits contain automatic low pressure and manual reset high pressure safety cut-outs, suction and liquid line Schrader valves, and a factory holding charge of R-410A.
- Heavy duty wire guards or painted louvered panels protect the condenser coil from damage and debris.
- Forklift slots in the base provide easy handling at the job site.
- Unit specific color-coded point-to-point wiring diagrams are provided and are laminated and permanently affixed inside the control compartment.

CB Model	Compressor/Circuit	Discharge Direction	Width	Height	Length
024	1/1	Vertical	37	39	31
036					
048				43	37
060					

All dimensions are in inches.

CB/CF Series Premier Options

- Lead variable or all variable capacity R-410A scroll compressors for load matching cooling, heat pump heating, and improved part load efficiency.
- Modulating hot gas reheat is available to provide precise dehumidification, even with low sensible heat loads, without the temperature swings common with on/off reheat systems.
- Polymer e-coated coils are available to extend the life of the coils and protect them in corrosive environments.
- Low ambient fan cycling or modulating head pressure control options (ECM driven or VFD controlled condenser fans) available to allow cooling operation down to 35° F ambient.
- Flooded condenser head pressure control options available to allow cooling operation down to 0° F ambient.
- 24V control circuit transformer to prevent exceeding the capacity of the air handling unit's control circuit transformer is standard in CF Series (option in CB Series).
- High density foam compressor sound suppression blanket to reduce radiated noise.
- Hail guards protect the CF condenser coil from damage and debris.
- Optional 5 year compressor warranty.
- Unit controls options including AAON provided controls and factory installed customer provided controls.



- ▲ ECM driven condenser fans for head pressure control and complete capacity modulation.

Air-Source Heat Pump from 2-70 tons

Air-source heat pumps provide energy efficient cooling and heating through the unit's refrigeration circuit. Air-source heat pumps transfer heat to the outside in the summer and to the space in the winter to provide both space heating and cooling. When paired with AAON air handling units, CB/CF Series air-source heat pumps can create a complete dual fuel split system with hot water, steam, electric, or gas heating.

Variable Capacity Scroll Compressors

CB and CF series units are available with variable capacity scroll compressors that can modulate from 10-100% capacity. This allows the system, with a matching AAON air handling unit, to maintain consistent supply air temperatures at all operating conditions. During part load operation, reducing compressor capacity increases part load efficiency and ultimately saves valuable system operating costs.

- ◀ 10-100% variable capacity scroll compressors provide load matching cooling and improve part load efficiency.

CF Series

CF Series Superior Features

- Cabinet is constructed of painted heavy gauge galvanized steel that surpasses a 2,500 hour salt spray test to provide the unit with corrosion protection.
- Unit compressors and controls are housed in a service compartment.
- Access doors with full length stainless steel piano hinges and lockable handles provide superior access and serviceability for the isolated compressor and controls compartment.
- Factory supplied and labeled split system copper stub outs with shut off valves for easy installation without the need to cut holes in the cabinet.
- Refrigerant circuits contain automatic low pressure and manual reset high pressure safety cut-outs, suction and liquid line Schrader valves, and a factory holding charge of R-410A.
- Rigid base design with forklift slots (2-25 & 30 tons) and lifting lugs (9-70 tons) provide easy handling at the job site.
- Unit specific color-coded point-to-point wiring diagrams are provided and are laminated and permanently affixed inside the control compartment.



CF Series A Cabinet
(2-7 tons)



CF Series C Cabinet
(16-25 & 30 tons)



CF Series B Cabinet
(9-15 tons)



CF Series D Cabinet
(26 & 31-70 tons)

Remote Air-Cooled Condenser

Air-cooled condenser configuration without compressors is available on the CF Series for systems where the compressors are included with the air handling unit or self-contained unit. Configuration flexibility allows AAOV split systems to meet the application requirements.

CF Model	Cabinet	Compressor/Circuit	Discharge Direction	Width	Height	Length Base	Length Top
002	A	1/1	Horizontal	29 ¼	56 ¼	61 ½	61 ½
003							
004							
005							
006							
007							
009	B	2/2	Vertical	46 ¾	57	59 ¾	94
011							
013							
015	C	2/2	Vertical	63	67 ¼	58	91
016							
018							
020							
025							
030							
026	D	4/2 or 4/4	Vertical	84	69 ¼	104	121 ¼
031							
040							
050							
060							
070							

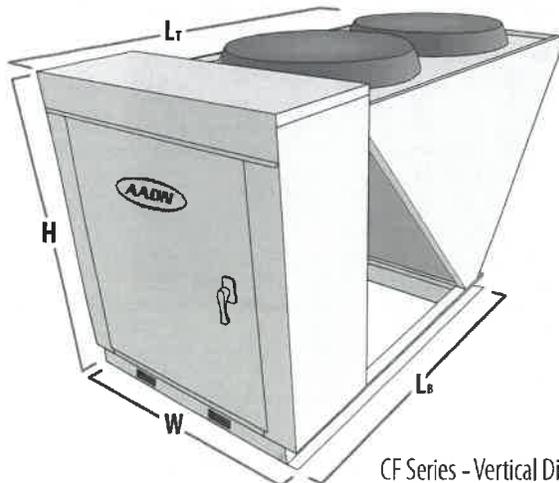
All dimensions are in inches.

Dehumidification

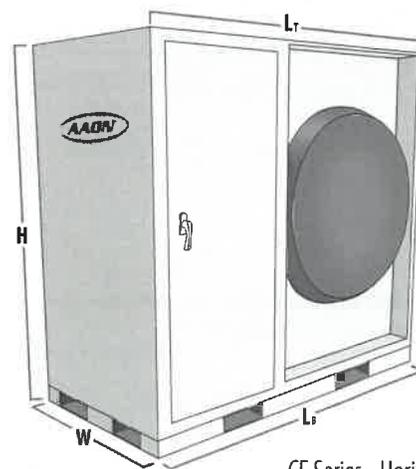
CB and CF series units are available with modulating hot gas reheat humidity control to provide precise dehumidification, even with low sensible heat loads, without the temperature swings common with on/off reheat systems. Factory installed modulating valve allows only the necessary amount of reheat to create a consistent supply air temperature while maintaining space relative humidity.



Microchannel condenser coils are durable, more efficient, lighter, and use less refrigerant than traditional fin and tube condenser coils.



CF Series - Vertical Discharge



CF Series - Horizontal Discharge

Serviceability

Corrosion resistant 2,500 hour salt spray tested painted extends the life of the equipment.

CF Series D Cabinet (26 & 31-70 tons)

Compressors and controls are isolated from the condenser airflow and are included in the control compartment for easy service and scheduled maintenance.

Service access doors with full length stainless steel piano hinges and lockable handles.



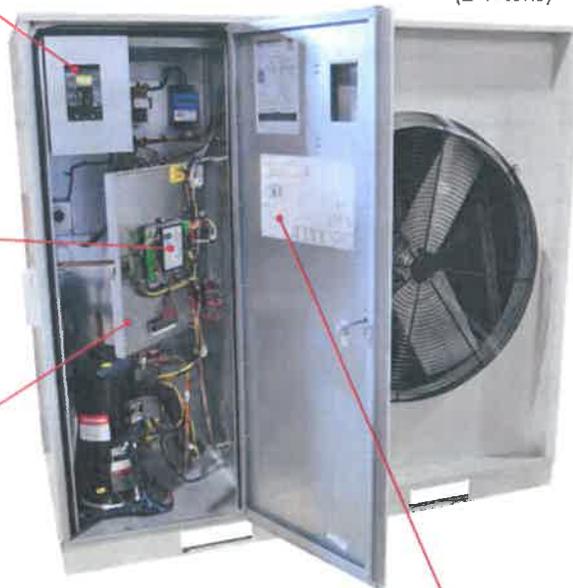
Factory installed non-fused disconnect

Optional AAON VCC-X controller includes onboard BACnet with a keypad and display. Only two shielded pairs run from the air handler to the CB/CF condensing unit (one system, one diagnostic) which simplifies field wiring.

Low voltage controls on a hinged control panel.

CF Series A Cabinet (2-7 tons)

A unit specific color-coded wiring diagram matches the labeled electrical components and color-coded wiring to make component identification simple.





Factory wired convenience outlet ▶ permits the use of the outlet while power to the unit is shut off.

◀ Compressor isolation valves reduce the amount of refrigerant that must be recovered during compressor service or replacement.



Split System Matching

CB/CF Series condensing units can be paired with AAON H3 Series, V3 Series, M2 Series, RQ Series, and RN Series air handling units. The AAON ECat selection software includes refrigeration options, such as Modulating Hot Gas Reheat or Flooded Condenser 0°F Low Ambient Controls, when matching an AAON split system. Pairing a CF Series condensing unit with an AAON air handling unit simplifies design and installation with factory supplied split system refrigerant line piping and wiring diagrams.



◀ Labeled split system piping stub outs with shut-off valves allow for easy installation.



**H3 Series Horizontal
Air Handling Unit**



**V3 Series Vertical
Air Handling Unit**



AAON Environmentally Friendly HVAC Product Family

Outdoor Air Handling Units (800 - 72,000 + cfm)



Condensing Units (2-70 tons)



Chillers (4-55 tons)



Self-Contained Units (3-70 tons)



Indoor Air Handling Units (800 - 50,000 + cfm)



Water-Source Heat Pumps (1/2 - 230 tons)



Packaged Rooftop Units (2-240 tons)



Controls

(WSHP, RTU, SELF-CONTAINED, SPLIT SYSTEM, & CHILLER)



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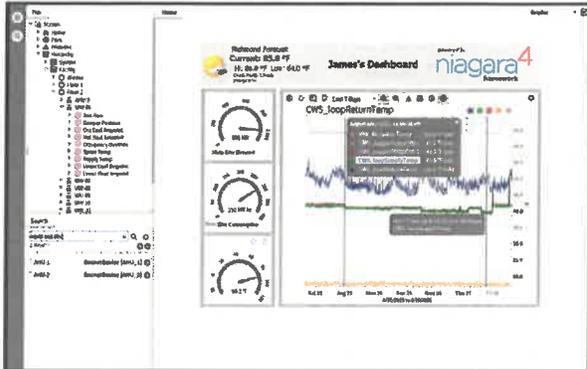
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Niagara 4 Supervisor



INTRODUCTION

The Niagara 4 Supervisor is an IoT (Internet of Things) software platform used in server-class applications. It makes managing all buildings at an enterprise level possible, giving facilities managers the ability to quickly respond to problems and provides insights to optimize their system.

The Niagara 4 Supervisor allows multiple Niagara-based JACE® controllers to be networked with other IP-based controllers. It serves real-time graphical information to standard Web-browser clients, and provides server-level functions such as centralized data logging and trending, archiving to external databases, alarming, dashboarding, system navigation, master scheduling, and database management. Niagara 4 also features a comprehensive graphical engineering toolset for application development, and it allows integration with other enterprise software applications through an XML interface (oBIX standard).

SPECIFICATIONS

SYSTEM REQUIREMENTS

Note: These are recommended specifications. While Niagara 4 Supervisor may run on a computer that does not meet these specifications, a computer meeting or exceeding the recommended specifications should be used to ensure efficient operation.

Processor

Intel® Xeon® CPU E5-2640 x64 (or better).
Compatible with dual- and quad-core processors.

Memory

1 GB minimum; 4 GB or more recommended for larger systems.

Hard Drive

4 GB minimum; more recommended, depending on archiving requirements.

Display

Video card and monitor capable of displaying 1024 x 768 pixel resolution or greater.

Network Support

Ethernet adapter (10/100 Mb with RJ-45 connector).

Operating System

Windows 10, 64-bit Windows 8.1 Enterprise, Windows Server 2012 Standard, and 2012 R2 Standard.

Specifications continued on next page.

FEATURES

- HTML5 and Java-enabled user interface (UI); JavaScript data interface library included (BajaScript).
- Supports an almost unlimited number of users over the Internet or intranet with a standard Web browser.
- Optional enterprise-level data archiving using SQL, MySQL, or Oracle database and HTTP/HTML/XML, CSV, or text formats.
- "Audit Trail" of database changes, database storage and backup, global time functions, calendar, central scheduling, control and energy management routines.
- Sophisticated alarm processing and routing that includes e-mail alarm acknowledging.
- Access to alarms, logs, graphics, schedules, and configuration data using a standard Web browser.
- Follows industry best practices for cyber security, with support for strong hashed passwords, TLSv1 for secure communications, and certificate management tools for authentication.

Features continued on next page.

Specifications continued from first page.

COMMUNICATIONS

Full-time high-speed ISP connection recommended for remote site access (i.e., T1, ADSL, cable modem).

COMPATIBILITY

In any given Niagara system, the Niagara Supervisor must be running the highest version of any Niagara instance within the architecture.

When connecting to ENC/JACE controllers that are running older versions of Niagara, the following compatibility guidelines apply:

- I/A Series G3: Niagara 4 Supervisors can connect to ENC/JACE controllers running I/A Series G3 versions 3.6u4, 3.7u1, 3.8R, and higher.

Features continued from first page.

- HTML-based help system that includes comprehensive on-line system documentation.
- Supports multiple Niagara-based controllers connected to a local Ethernet or the Internet.
- Provides on-line and off-line use of the Workbench™ graphical application configuration tool and a comprehensive Java Object Library.
- Optional support available for Ethernet-based drivers for most Open IP field bus protocols.

MODELS

Part Number	Description
TRD-SUP-0	No Niagara network – devices only (18 month SMA required)
TRD-SUP-0-SMA-INIT	18 month initial SMA (3 year or 5 year can be substituted)
TRD-SUP-1	1 Niagara network connection (18 month SMA required)
TRD-SUP-1-SMA-INIT	18 month initial SMA (3 year or 5 year can be substituted)
TRD-SUP-2	2 Niagara network connections (18 month SMA required)
TRD-SUP-2-SMA-INIT	18 month initial SMA (3 year or 5 year can be substituted)
TRD-SUP-3	3 Niagara network connections (18 month SMA required)
TRD-SUP-3-SMA-INIT	18 month initial SMA (3 year or 5 year can be substituted)
TRD-SUP-10	10 Niagara network connections (18 month SMA required)
TRD-SUP-10-SMA-INIT	18 month initial SMA (3 year or 5 year can be substituted)
TRD-SUP-100	100 Niagara network connections (18 month SMA required)
TRD-SUP-100-SMA-INIT	18 month initial SMA (3 year or 5 year can be substituted)
TRD-SUP-UNL	Unlimited Niagara network connections (18 month SMA required)
TRD-SUP-UNL-SMA-INIT	18 month initial SMA (3 year or 5 year can be substituted)
TRD-SUP-UP-1	Adds one additional Niagara connection to Supervisor
TRD-SUP-UP-100	Upgrades small Supervisor to 100 Niagara connections
TRD-SUP-UP-UNL	Upgrades Supervisor 100 to unlimited Niagara connections

Part Number	Description
TRD-SUP-DEVICE-10	10 device core (standard drivers included)
TRD-SUP-DEVICE-25	25 device core (standard drivers included)
TRD-SUP-DEVICE-50	50 device core (standard drivers included)
TRD-SUP-DEVICE-100	100 device core (standard drivers included)
TRD-SUP-DEVICE-200	200 device core (standard drivers included)
TRD-SUP-AX	Enables Supervisor to run Niagara AX (v3.8)
TRD-SUP-[0-UNL]-SMA-[1,3,5]YR	Supervisor [0-UNL] Maintenance – [1,3,5] year extensions

OPTIONS

Many open protocol IP drivers are included with Niagara 4 Supervisor. Others can be purchased separately. For an up-to-date list of supported drivers, visit the resource library at tridium.com.



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Niagara 4 Frequently Asked Questions

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APPLICATIONS

Q: Does Niagara 4's improved "designed for mobile" interface mean that no native app services are necessary?

A: Native apps are not necessary for Niagara 4, just as they were not necessary for 3.7 or 3.8. However, there are native apps available from developers in the Niagara Community that do enhance the Niagara mobile experience.

COMPATIBILITY

Q: In terms of compatibility, what is supported versus what is not?

A: For an explanation of I/A Series G3 to Niagara 4 compatibility, visit tridium.com/en/resources/events to download or playback the recording of our TridiumTalk series on the subject.

DEMO SITE

Q: Is there a live Niagara 4 demo we can access?

A: The Niagara 4 demo site is being developed.

FEATURES

Q: Is the newer visualization/Web feature basically the same but just based on HTML5?

A: Common End Users views will now be available in HTML/HTML5. These views include Charting, Scheduler, Alarm Console, Database Manager, User Manager, Hierarchy Navigation, Search and Property Sheet.

Q: Is the JAVA applet completely gone?

A: No, most engineering views are still rendered in JAVA applet technology. However, most end user views have been converted to HTML5. The applet will still be available to anyone who chooses to use it, though using it is not recommended.

Q: What about BajaScript?

A: BajaScript v1.0 applications will need to be refactored to be compatible with Niagara 4, which utilizes a more modular and efficient BajaScript v2.0.

Q: Is it true that BajaScript v2.0 makes it more difficult to create custom UIs?

A: No, that's not true. BS2.0 is more modular, efficient and flexible, and it actually makes it easier than ever to create custom UI in Niagara by leveraging open Web technologies (HTML5, JSON, JavaScript, CSS3, etc.).

Q: Does Niagara 4 support SVG (vector graphics)?

A: Yes, in fact there is a new SVG graphics library included. You will have the ability to zoom in and out without any degradation of the image quality, which means that graphics will display equally well on small devices such as phones as they do on large screen monitors.

LICENSING

Q: What about the current "office demo" license that needs to be renewed yearly?

A: Yes, Niagara 4 will be available under the current demo licenses.

Q: Will a Niagara 4 license work with I/A Series G3 Workbench, such as 3.8 worked for 3.7?

A: Niagara 4 and I/A Series G3 have different licenses, although both can be present on the same PC.

MAINTENANCE

Q: Is maintenance mandatory? Will this be a mandatory recurring cost for customers?

A: Software Maintenance Agreements (SMAs) are mandatory for the first year (12 months are included, and an additional 6 months are included for free at initial purchase). You can choose whether or not you want to continue the program after the maintenance period expires.

Niagara 4 Frequently Asked Questions

Life Is On



Q: When does this 18 months of the SMA start?

A: The SMA period begins when the license for the product is created in Niagara Central.

Q: If a 3-year SMA is purchased, does that make the SMA period 4 years (1 year included + 3 years)?

A: The SMA 3-year option that is available at initial purchase is for a period of 3 years.

MIGRATION

Q: How can we assist customers with upgrading the I/A Series G3 platform to Niagara 4?

A: There is a Niagara 4 Migration Tool that will convert a Niagara AX 3.8 station to a Niagara 4 station.

Q: Will program objects migrate to Niagara 4 without some modification?

A: Possibly. The Migration Tool will identify all program objects in a station and attempts to compile them. Even if they compile successfully, it is highly recommended that you verify the functionality, as the behavior of the Niagara APIs may have changed.

STATIONS

Q: How can charts be output directly from the station?

A: There is an Export feature that will allow charts to be saved as PDF files.

Q: Do you need to upgrade to 3.8 first, in order to migrate stations to Niagara 4?

A: Yes, the Migration Tool needs a 3.8 station as input.

SUPERVISORS

Q: Is it possible to run Niagara 4 Supervisor and I/A Series G3 Enterprise Server on the same PC?

A: Both versions can be installed on the same PC, and both can run, but not at the same time. So, if you are using them as engineering tools, they both can be installed and used when needed. If you are trying to run them both at the same time on the same server, it will not work, as there can only be one Niagara daemon running (either the Niagara AX or the Niagara 4 daemon).

Q: If sites have a mix of I/A Series G3 and Niagara 4, what version must the Web Supervisor be running?

A: As with I/A Series G3, the Web Supervisor should always be at the highest version in the system architecture. This means that if there are any Niagara 4 instances in the system, the Web Supervisors should be based on Niagara 4.

Q: Do you need a Niagara 4 Supervisor to have a mix of I/A Series G3 and Niagara 4?

A: If there is a Supervisor in the system, it would need to be Niagara 4.

Niagara 4 Frequently Asked Questions

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WORKBENCH

Q: Are integrated chat features part of the improvements in the Niagara 4 Workbench?

A: No. Niagara Search will be integrated into Workbench, as will optimized workflows for common tasks and optimized use of color to make important information stand out.

Q: Will there be a longer integration time for Niagara 4?

A: No, Workbench tool improvements and Templating technology actually make common integrations go faster with fewer errors.

JACE HARDWARE

Q: When migrating from I/A Series G3 to Niagara 4, should you start by upgrading the existing JACE hardware first?

A: No, you should upgrade the I/A Series G3 Enterprise Server to Niagara 4 first.

Q: Which JACEs can be updated to Niagara 4?

A: The JACE 6, 6E, 603, 645, or 7 can be upgraded to Niagara 4.

Q: Can I have a mixed Niagara AX/Niagara 4 job?

A: Yes, however the Supervisor needs to be at highest version.

Q: Will my JACE 6, 6E, 603, 645, or 7 have device/point limits if upgraded to Niagara 4?

A: No, they will not have device/point limits if upgraded to Niagara 4.

Q: How do I take my JACE 6, 6E, 603, 645, or 7 up to Niagara 4? How do you buy it when you're rolling out a new software maintenance policy?

A: You will need to add a maintenance part to existing I/A Series G3 JACEs to upgrade licenses to Niagara 4.

Q: Are you able to revert back to I/A Series G3 from Niagara 4?

A: The conversion disk file will clean the JACE and convert it back to the I/A Series G3 system. Niagara Central will host both I/A Series G3 and Niagara 4 licenses.

Q: Will all features be available for different versions (3.8 versus 4.0)?

A: Some features may have a min/max. Features not applicable to a version will have a strike-through when you view the license in the ALE server on niagara-central.com.

Q: Which I/A Series G3 controllers are compatible with Niagara 4?

A: Any JACE that runs the Oracle HotSpot JVM will be compatible with Niagara 4, including the JACE 6, 6E, 603/645 and 7.

Q: Can I still order I/A Series G3 JACEs?

A: Yes, they will ship out as licensed for 3.8, and you would need to purchase maintenance to upgrade to Niagara 4.

Q: Can I buy more than 1-year maintenance at a time?

A: Yes, SMA can be purchased for 1, 3 or 5 year periods.

Q: How will multiple quantities of maintenance appear on a license?

A: Dates will run consecutively (i.e.: buy qty 2 = 2 yrs). Date will show in license header details and in license view.

Q: What if I choose not to renew my Niagara 4 maintenance?

A: Then you will not have access to any new versions, update builds or patches for Niagara 4. Gap charges will apply if you choose to renew once the SMA has expired.

Q: Is maintenance the same as it is today (when upgrading versions)? What is included?

A: SMAs include access to all new Niagara 4 versions, update builds and patches.

Q: I want to get an update build, but my maintenance is expired, so what do I do?

A: You will need to purchase an SMA again, but gap charges will apply.

Q: Is maintenance required on Supervisors?

A: Yes, maintenance is required.

Niagara 4 Frequently Asked Questions

Life Is On



TRAINING

Q: Do I need to be Niagara 4 certified before I purchase Niagara 4?

A: Yes, certification is required before purchase. Each office is required to have two individuals certified.

Q: Do you offer eLearning or Web-based training?

A: With the launch of Niagara 4. The Niagara 4.0 Crossover training is offered as an eLearning offering. This offering will allow existing I/A Series G3-certified professionals to certify on the Niagara 4 framework. To learn more, visit tridiumuniversity.com.

Q: When will you offer training for Niagara 4?

A: With the launch of Niagara 4, we will be offering certification training to existing I/A Series G3 professionals via the Niagara 4 Crossover eLearning. New users will be able to obtain Niagara 4 certification via the Niagara 4 TCP class.

Q: How do I become certified?

A: Niagara AX TCP classes offer a certification exam on the final day. If you pass the exam, you will become certified and be mailed a certificate in your name. We will be offering certification for Niagara 4 to existing Niagara AX professionals via the Niagara 4 Crossover training. New users will be able to obtain Niagara 4 certification via the Niagara 4 TCP class. To learn more, visit tridiumuniversity.com.

Q: Where can I find the class schedule?

A: The class schedule for latest calendar, location, class and date/time information is broken down by regions as North America/Latin America, Europe/Middle East/ Africa (EMEA) and Asia Pacific (APAC). To learn more, visit tridiumuniversity.com.

Q: How do I enroll in a class?

A: First, you need to create an online account. Second, you need to find your preferred class and register for that class. Once you register for the class, you will need to make a payment to secure a seat in the class. You can pay Tridium directly.

Q: Where can I find the agenda for the class?

A: Email training@tridium.com to request an agenda. In the future, we will be posting the agendas for each class on tridiumuniversity.com.

Q: What are the pre-requisites for the class?

A: Each class has different pre-requisites that are emailed to you upon paying for the class. For the Niagara AX TCP and End User class, we provide optional computer-based training which can be downloaded from the Internet.

Q: If I have a question about training, who should I contact?

A: Any question related to training should be emailed to training@tridium.com. Please allow 24-48 hours for a response.

Schneider Electric

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Compatible with
SmartStruxure™ solution
SmartStruxure Lite solution

Room Controller

SE8600 Rooftop Unit, Heat Pump, and Indoor Air Quality Controller

Programmable and application specific room controller with customizable covers and screen colors. The SE8600 is a rooftop, heat pump and indoor air quality room controller suitable for commercial and high end hospitality markets.



SE8600 RTU HP IAQ Room Controller Features



The perfect balance between simplicity and sophistication. Select from a wide variety of casings, fascias, and configurable screen colors to match decor. Display your own logo and custom messages on screen to reinforce your brand and provide a more enjoyable occupant experience.

Introduction

Smart energy management has never been easier than with the SE8600 room controllers for Rooftop Units, Indoor Air Quality, and Heat Pump applications. Designed for new construction and retrofit projects, the room controllers dramatically decrease project delivery costs by reducing installation, configuration and commissioning time. No complex software or tools are required to customize functionality to meet your applications requirements. The room controllers provide all the advanced features and monitoring functions required by modern building automation systems in a simple compact enclosure.



AT A GLANCE

Custom design

- Color touch screen interface
- 2 casing options
- Multiple fascia options
- 5 selectable screen color schemes
- Supports the upload of a custom standby screen
- Supports the display of custom messages when integrated via BACnet MS/TP
- English, French, Spanish, Chinese, Russian and other selectable languages
- Interchange between °C/°F

Universal inputs and outputs including:

- CO2 sensor input
- Fresh air station input
- Configurable Economizer
- Configurable Scheduler

Options and accessories

- On-board occupancy sensor (optional)
- RH sensor with dehumidification control (optional)
- Can be used with ZigBee Pro wireless sensors
- Free downloadable Uploader SE8000 tool for the upload of Lua Scripts, standby screen images, and firmware upgrades, using a USB/ Micro-USB cable

Application specific and programmable

The SE8600 room controllers are both application-specific AND programmable. This enables the modification of pre-configured control sequences, or the creation of entirely new control sequences for HVAC, lighting and other applications. The SE8600 room controllers provide exceptional control of staged heating and cooling equipment such as packaged roof-top units. Their configurable control sequences, economizer, and scheduler functionalities deliver all the flexibility necessary for optimal indoor air quality applications.

Touch screen with customizable user experience

The touch screen of the SE8600 room controller offers a customizable user experience with selection of languages, temperature scales, buttons, and screen colors. Using the Uploader SE8000 tool, it also supports the upload of an image or logo that becomes the default standby screen of the device. Custom messages can also be displayed on-screen using BACnet® objects when the SE8600 room controller is integrated via a BACnet MS/TP system.

Selectable languages

Select from the following 20 languages: English, French, Spanish, Chinese, Russian, Arabic, Czech, Danish, Dutch, Finnish, German, Hungarian, Indonesian, Italian, Norwegian, Polish, Portuguese, Slovak, Swedish and Turkish.

Optional passive infrared (PIR) motion sensor

All models can be equipped with a discrete optional passive infrared (PIR) motion sensor. With the embedded sensor, the SE8600 room controller uses advanced occupancy routines to generate automatic energy savings during occupied and unoccupied periods without sacrificing occupant comfort.

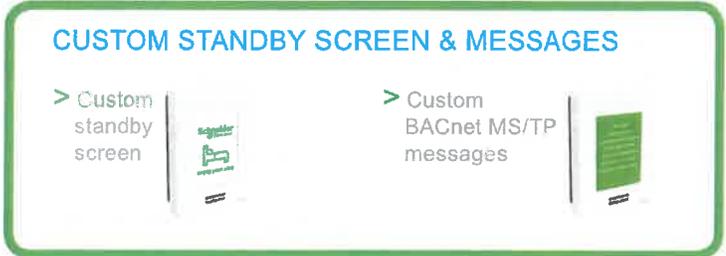
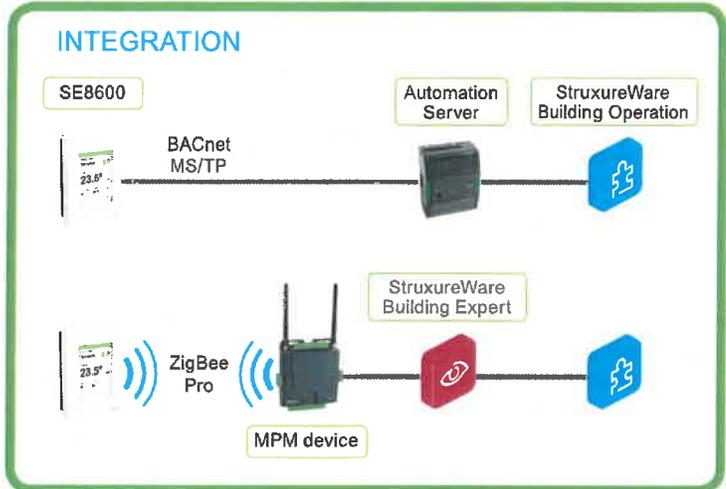
SE8600 RTU HP IAQ Room Controller Features

Product highlights

- Suitable for both commercial and hospitality markets and systems.
- Customizable color digital touch screen interface with multi-language support.
- Fully programmable control sequences using scripting.
- On board configuration interface utility.
- Configurable sequence of operations.
- Configurable Economizer.
- Configurable Scheduler.
- Change of value (COV) function for BMS integration.
- Humidity sensor with on-board dehumidification strategy (model dependent).
- Universal inputs and outputs including a CO2 sensor input, and a Fresh air station input.
- Optional passive infrared (PIR) occupancy sensor.
- Advanced occupancy functions for commercial and lodging applications.
- Optional wireless motion sensors, door and window switches (with optional ZigBee Pro® card) available.

Supported Networking Protocols

- BACnet MS/TP (B) (selectable)
- Modbus (B) (selectable)
- ZigBee Pro wireless mesh network (P) (optional)



Integration to Schneider Electric Systems

- SE8600 can be integrated to SmartStruxure™ Lite, SmartStruxure, and other Schneider Electric systems.
- Wireless integration to MPM devices (P)
- Wireless integration to BACnet IP, oBIX and EWS via MPM devices (P)
- Direct wired integration to BACnet MS/TP (B)
- Direct wired integration to Modbus (B)

Architects and designers can match their decor

- Select from 2 casings and multiple fascias.
- Five screen colors are also selectable through the interface.

> 5 configurable screen color schemes



> Multiple fascias

- Silver finish
- White
- Glossy white
- Light tan wood
- Dark brown wood
- Dark black wood
- Brushed steel finish

> 2 casings

White

Silver



SE8600 RTU HP IAQ Room Controller Features

Programming the SE8600 with Lua

The SE8600 room controllers are programmable using the open programming language Lua. Although building management systems often use open protocols and standards, their Program BACnet objects and scripting features remain proprietary and incompatible with third party devices. The SE8600 room controllers use of an open language enables interoperability with all systems.

Programming with BMS integration

When integrated into a BACnet MS/TP building management system, the SE8600 room controller offers 10 Program BACnet objects able to contain 480 characters each. No special software, license or tool is required.

- BACnet MS/TP integration into BMS
- 10 Program BACnet objects (Lua scripts)
- Each object can contain 480 characters max.

Programming without integration

When there is no BACnet MS/TP integration, a Lua script can be uploaded directly into the SE8600 room controller using the Uploader SE8000 tool. Unlike the 10 PG objects used when the unit is integrated via BACnet MS/TP, there is

only one script, which can contain up to 16KB.

- No BACnet MS/TP integration
- 1 Lua script of 16KB (max)
- Uploader SE8000: upload scripts using this PC software tool and a USB/Micro-USB cable

Applications for HVAC and beyond

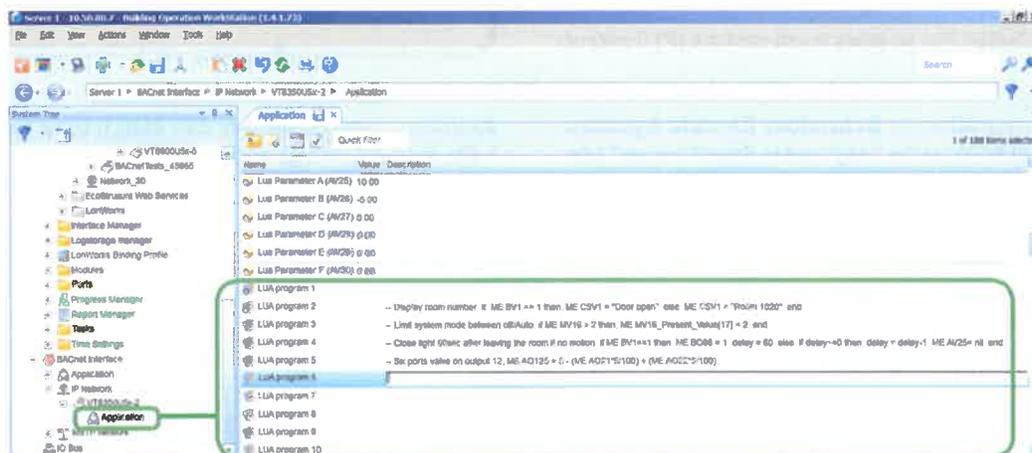
Programming can be used to go beyond the pre-configured control sequences of the SE8000 room controller to create customized HVAC applications. It can also be used to comply with specific project requirements and manage other applications, such as lighting and other equipment.

Using Lua scripts enables you to take advantage of the extra inputs and outputs of the SE8000 room controller to manage other devices, such as sensors and relays.

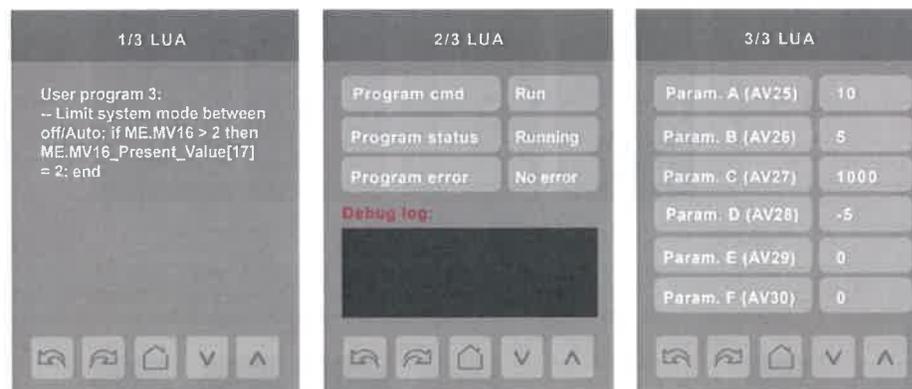
Uploader SE8000

Lua scripts, standby screen images and firmware upgrades can be loaded into the SE8600 room controller using the Uploader SE8000 tool and a USB/Micro-USB cable.

> PG objects of the SE8600 room controller viewed through a BMS



> PG objects of the SE8600 room controller viewed through its touch-screen display



SE8600 RTU HP IAQ Room Controller Features

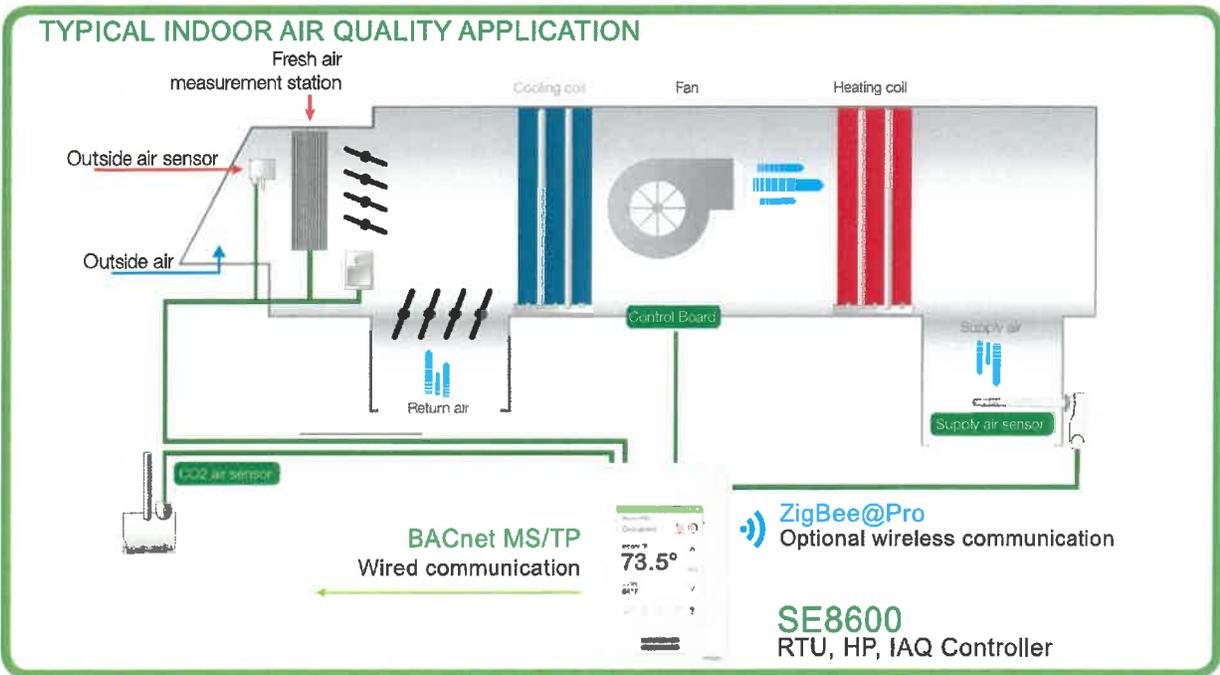
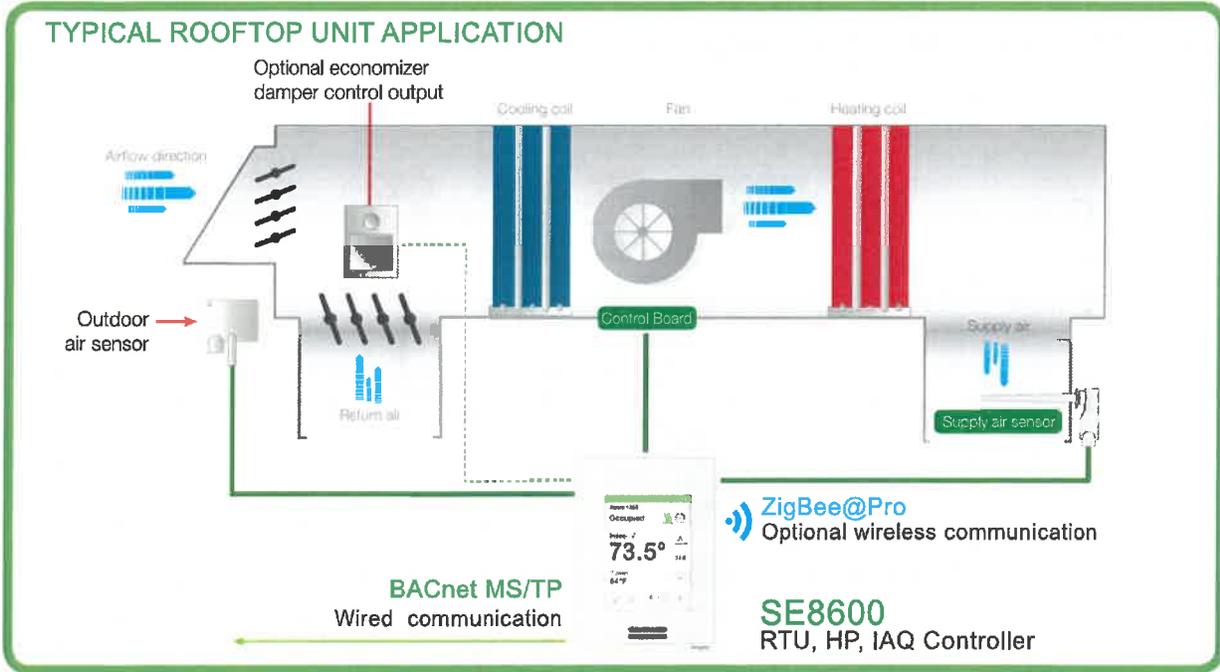
Roof Top Units

The SE8600 room controller can be configured to manage different types of staged equipment, such as the following:

- 1 Heating stage / 1 Cooling stage
- 2 Heating stages / 2 Cooling stages
- 3 Heating stages / 2 Cooling Stages
- Modulating heat / 2 Cooling stages

Indoor Air Quality

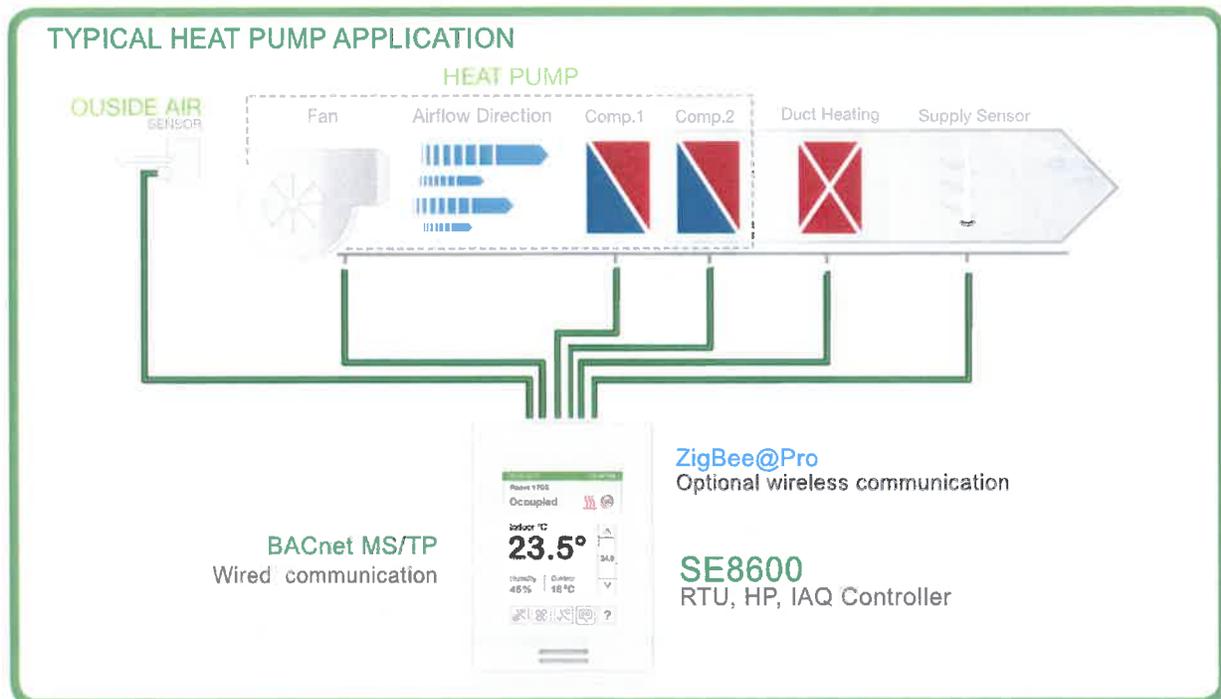
Indoor air quality is increasingly becoming a major concern to businesses, building managers, tenants, and employees because of its direct impact on the comfort, well-being, and productivity of the building's occupants. The SE8600 room controller, along with a CO2 sensor, is a cost-effective solution capable of controlling economiser free cooling, and demand-based ventilation strategies, while providing a fresh air measurement input. When integrated to a building management system, the room controller can monitor and verify the CO2 and fresh air levels, ensuring optimal air quality and energy efficiency.



SE8600 RTU HP IAQ Room Controller Features

Heat Pump

- Selectable single or dual stage compressor stages.
- High balance point: Locks out auxiliary heating when outside air temperature is above this value.
- Low balance point: Locks out heat pump compressor operation when outside air temperature is below this value.
- Comfort/economy mode: In economy mode, heat pump use is maximized before turning On auxiliary heating.
- Compressor/auxiliary interlock: Adds flexibility by locking out heat pump operation during auxiliary heating to prevent high pressure trip when the coil is downstream of the auxiliary heat source.



SE8600 RTU HP IAQ Room Controller Specifications

Specifications

SE8600

Dimensions

12cm/4.72in (H) x 8.6cm/3.38in (W) x 2.5cm/1in (D)

Power Requirements

Input: 24Vac ±15%, 50/60Hz

Device consumption: 6 VA

Maximum rating: 100 VA, 4.17 A

Output Ratings

Maximum total output: 94 VA

Relay rating: 28 Vac 50/60Hz, 1.0 Amp., in-rush = 3.0 Amps; pins 1, 2, 3, 4, 5, 8, 9

Digital optomos output rating: 28 Vac 50/60Hz, 0.3 Amp., in-rush = 1.5 Amps; pins 9, 10, 11, 12

Analog: 0 - 10 Vdc in 2 kilo-ohm resistance minimum load (maximum 5 mA); pins 9, 10, 11, 12

Operating Conditions

0 °C - 50 °C (32 °F - 122 °F)

0% - 75% R.H. non-condensing

Storage Conditions

-30 °C - 50 °C (-22 °F - 122 °F)

0% - 75% R.H. non-condensing

Temperature Sensor

Local 10 K NTC type 2 thermistor

Temperature Sensor Resolution

± 0.1 °C (± 0.2 °F)

Temperature Control Accuracy

±0.5 °C (± 0.9 °F)@ 21 °C (70 °F) typical calibrated

Humidity Sensor and Calibration

Single point calibrated bulk polymer type sensor

Humidity Sensor Precision

Reading range from 10-90 % R.H. non-condensing

10 to 20% precision: 10%

20% to 80% precision: 5%

80% to 90% precision: 10%

Humidity Sensor Stability

Less than 1.0 % yearly (typical drift)

Dehumidification Setpoint Range

30% - 95% R.H.

Occ, Stand-By and Unocc Cooling Setpoint Range

12.0 - 37.5 °C (54 - 100 °F)

Occ, Stand-By and Unocc Heating Setpoint Range

4.5 °C - 32 °C (40 °F - 90 °F)

Room and Outdoor Air Temperature Display Range

-40 °C - 50 °C (-40 °F - 122 °F)

Proportional Band for Room Temperature control

Cooling and Heating: Default: 1.8°C (3.2°F)

Analog Inputs

Modulating 0-10 vdc across UI19 to Common

Binary Inputs

Dry contact across terminals UI 16, UI 17 and UI 19 to Common

Remote Temperature Sensor Requirements

10 K NTC type 2 thermistor

Wire Gauge

Power supply: 18 gauge or larger,

Communications: 24 gauge or larger

Approximate Shipping Weight

0.34 kg (0.75 lb)

Safety Standards All Models

LVD Directive 2006/95/EC

EN 60950-1:2006/A2:2013UL 873

CSA C22.2 No. 24-93

EMC Standards All Models

EMC Directive 2004/108/EC

IEC 61326-1:2005

FCC 15 Subpart B

ICES-003

Radio Standards (Wireless Models)

R&TTE Directive 1999/5/EC

ETSI EN 300 328 V1.8.1

ETSI EN 301 489-1 V1.9.2

ETSI EN 301 328 V1.8.1

FCC 15 Subpart C

RSS 210

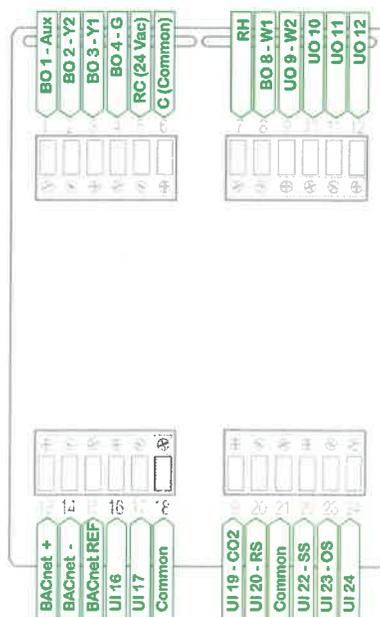
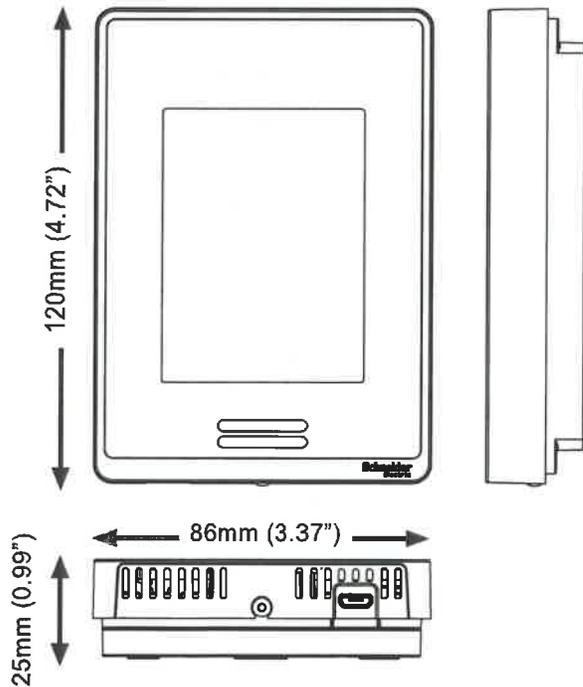
THIS DEVICE COMPLIES WITH PART 15 OF THE FCC RULES. OPERATION IS SUBJECT TO THE FOLLOWING TWO CONDITIONS: (1) THIS DEVICE MAY NOT CAUSE HARMFUL INTERFERENCE, AND (2) THIS DEVICE MUST ACCEPT ANY INTERFERENCE RECEIVED, INCLUDING INTERFERENCE THAT MAY CAUSE UNDESIRABLE OPERATION.



Check with your local government for instruction on disposal of these products.

THIS PRODUCT FOR COMMERCIAL USE ONLY

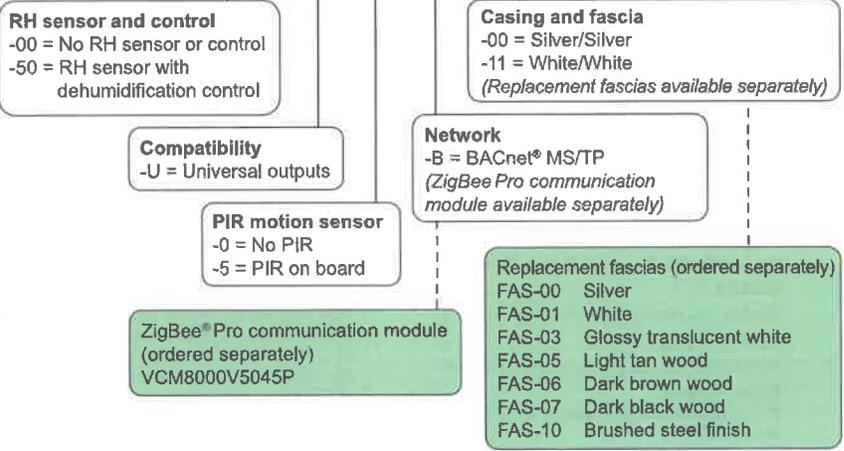
Dimensions



SE8600 RTU HP IAQ Room Controller Ordering Information

Ordering information

SE86 5 0 U 5 B 0 0



Part numbers

SE8600 part numbers	RH sensor & control	PIR motion sensor	Silver casing & fascia	White casing & fascia
SE8600U0B00			x	
SE8650U0B00	x		x	
SE8600U5B00		x	x	
SE8650U5B00	x	x	x	
SE8600U0B11				x
SE8650U0B11	x			x
SE8600U5B11		x		x
SE8650U5B11	x	x		x

Part numbers

Communication modules and Fascias

Consult their respective datasheets for the latest available part numbers and features

JACE® 8000



SPECIFICATIONS

SOFTWARE

Compatible with I/A Series G3 3.8 Update 1, Niagara 4.1 or higher

Secure boot

Real-time clock

ELECTRICAL

Power Supply

24 Vac +/-10 %, 50/60 Hz
or 24 Vdc +/-10 %

Battery not required

HARDWARE

CPU

TI AM3352: 1000MHz ARM® Cortex™-A8 processor

Memory

1GB DDR3 SDRAM memory

Removable micro-SD card with 4GB flash total storage and 2GB user storage

Specifications continued on next page.

INTRODUCTION

The JACE 8000 is a compact, embedded IoT (Internet of Things) controller and server platform for connecting multiple and diverse devices and sub-systems. With Internet connectivity and Webserving capability, the JACE 8000 controller provides integrated control, supervision, data logging, alarming, scheduling and network management. It streams data and rich graphical displays to a standard Web browser via an Ethernet or wireless LAN, or remotely over the Internet.

FEATURES

The licensing model for the JACE 8000 controller is simplified and features standard drivers, as well as optional IO and field bus expansion modules for ultimate flexibility and expandability. The JACE 8000 controller operates with Niagara 4, the latest version of the Niagara Framework®, for optimum performance. In larger facilities, multibuilding applications and large-scale control system integrations, Niagara 4 Supervisors can be used with JACE 8000 controllers to aggregate information, including real-time data, history and alarms, to create a single, unified application.

CONNECTIVITY

The JACE 8000 controller has the following ports and connections:

- Two isolated RS-485 ports
- Two 10/100 Mbit Ethernet ports
- USB type A connector port
- Wi-Fi Configurable radio (Off, WAP, or Client)
- Additional ports and connections are available with the addition of optional expansion modules.

Specifications continued from first page.

ENVIRONMENT

Operating Temperature

-20 to 60 °C (-4 to 140 °F)

Shipping and Storage Temperature

-40 to 85 °C (-40 to 185 °F)

Humidity

5 to 95 % Non-condensing

Shipping and Vibration

ASTM D4169, Assurance Level II

MTTF

10+ years

AGENCY LISTINGS

US

FCC Part 15 Subpart B, Class B

FCC Part 15 Subpart C

UL 916

Canada

UL listed to Canadian Safety Standards (CAN/CSA 22.2) No. 205-M 1983 "Signaling Equipment"

Radio Standards Specification (RSS)

European Community

CE EN 61326-1

1999/5/EC R&TTE Directive

RoHS

China

CCC

SRRC

COMMUNICATIONS

2 isolated RS-485 ports with selectable bias and termination

2 10/100 Mbit Ethernet ports

USB type A connector, back-up and restore support

Wi-Fi (Client or WAP)

IEEE802.11a/b/g/n

IEEE802.11n HT20 @ 2.4GHz

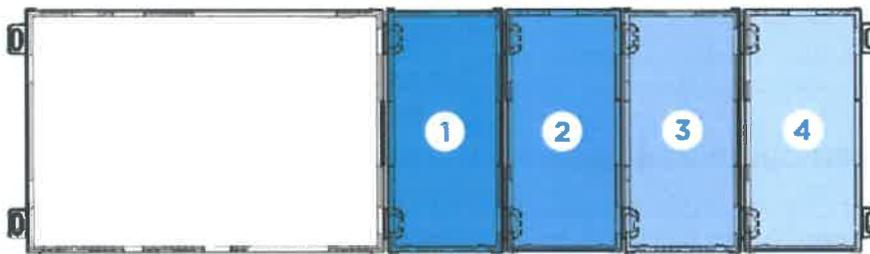
IEEE802.11n HT20/HT40 @ 5GHz

Configurable radio (Off, WAP, or Client)

WPAPSK/WPA2PSK supported

OPTIONAL MODULES

Maximum Combinations



Expansion 1	Expansion 2	Expansion 3	Expansion 4
232 or LON	232 or LON	232 or LON	232 or LON
485 x 2	232 or LON	232 or LON	232 or LON
485 x 2	485 x 2	232 or LON	
485 x 2	485 x 2		

Module Part Numbers

Part Number	Description	Maximum Supported
TRD-NPB-8000-LON	Single-Port LON FTT-10A Expansion Module	4
TRD-NPB-8000-232	Single-Port Electrically Isolated RS-232 Expansion Module	4
TRD-NPB-8000-2X-485	Dual-Port Electrically Isolated RS-485 Expansion Module	2
TRD-IO-16-485	Remote IO Module with RS-485	16

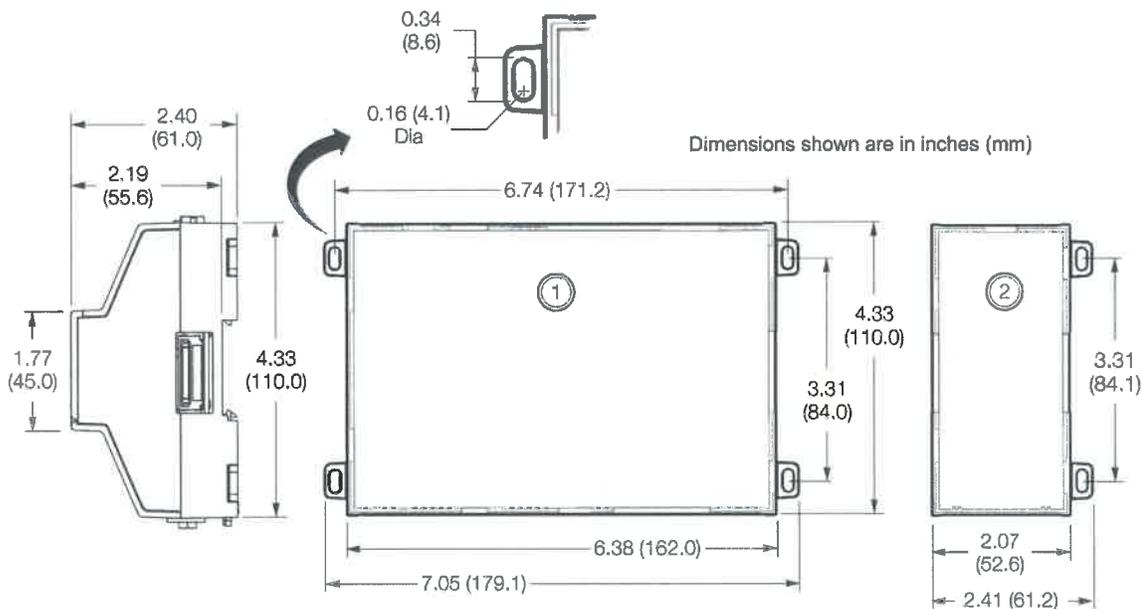
MODELS

Part Number	Description
TRD-JACE-8000	Base unit includes two isolated RS485 ports, two 10/100MB Ethernet ports, USB Backup and Restore, and Wi-Fi connectivity.
TRD-JACE-8000-DEMO	Base unit includes two isolated RS485 ports, two 10/100MB Ethernet ports, USB Backup and Restore, Wi-Fi connectivity, all available standard drivers, and a 500 device license. Hardware accessories purchased separately.
TRD-NC-8005	Up to 5 devices/250 point core.
TRD-NC-8010	Up to 10 devices/500 point core.
TRD-NC-8025	Up to 25 devices/1,250 point core.
TRD-NC-8100	Up to 100 devices/5,000 point core.
TRD-NC-8200	Up to 200 devices/10,000 point core.
TRD-DEVICE-10	Up to 10 devices/500 point upgrade (can be purchased during initial licensing).
TRD-DEVICE-25	Up to 25 devices/1,250 point upgrade (can be purchased during initial licensing).
TRD-DEVICE-50	Up to 50 devices/2,500 point upgrade (can be purchased during initial licensing).
TRD-DEVICE-UP-10	Up to 10 devices/500 point upgrade (can be purchased post initial licensing).
TRD-DEVICE-UP-25	Up to 25 devices/1,250 point upgrade (can be purchased post initial licensing).
TRD-DEVICE-UP-50	Up to 50 devices/2,500 point upgrade (can be purchased post initial licensing).
TRD-JACE-8000-AX	Enables JACE® 8000 controller to run Niagara AX (3.8U1). 3.8U1 Build with JACE 8000 controller support.
TRD-NPB-8000-2X-485	Add-on dual-port electrically isolated RS-485 expansion module for JACE 8000 controller.
TRD-NPB-8000-LON	Add-on single-port LON FTT-10A expansion module for JACE 8000 controller.
TRD-NPB-8000-232	Add-on single-port electrically isolated RS-232 expansion module for JACE 8000 controller.
TRD-WPM-8000	Universal power supply for JACE 8000 controller.

Part Number	Description
TRD-IO-16-485	Remote IO module, compatible with the JACE 8000 controller. Communication using RS 485, maximum IO supported by T-IO-16-485 modules: 16.
TRD-NPB-PWR	24V power supply for T-IO-16-485.
TRD-NPB-PWR-UN	Universal power supply for T-IO-16-485.

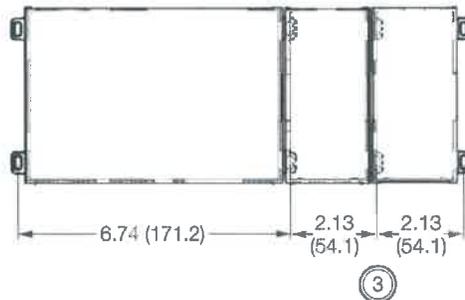
*All TRD-NC-8xxx parts include a Niagara 4 license and the standard driver suite.

MOUNTING DIMENSIONS

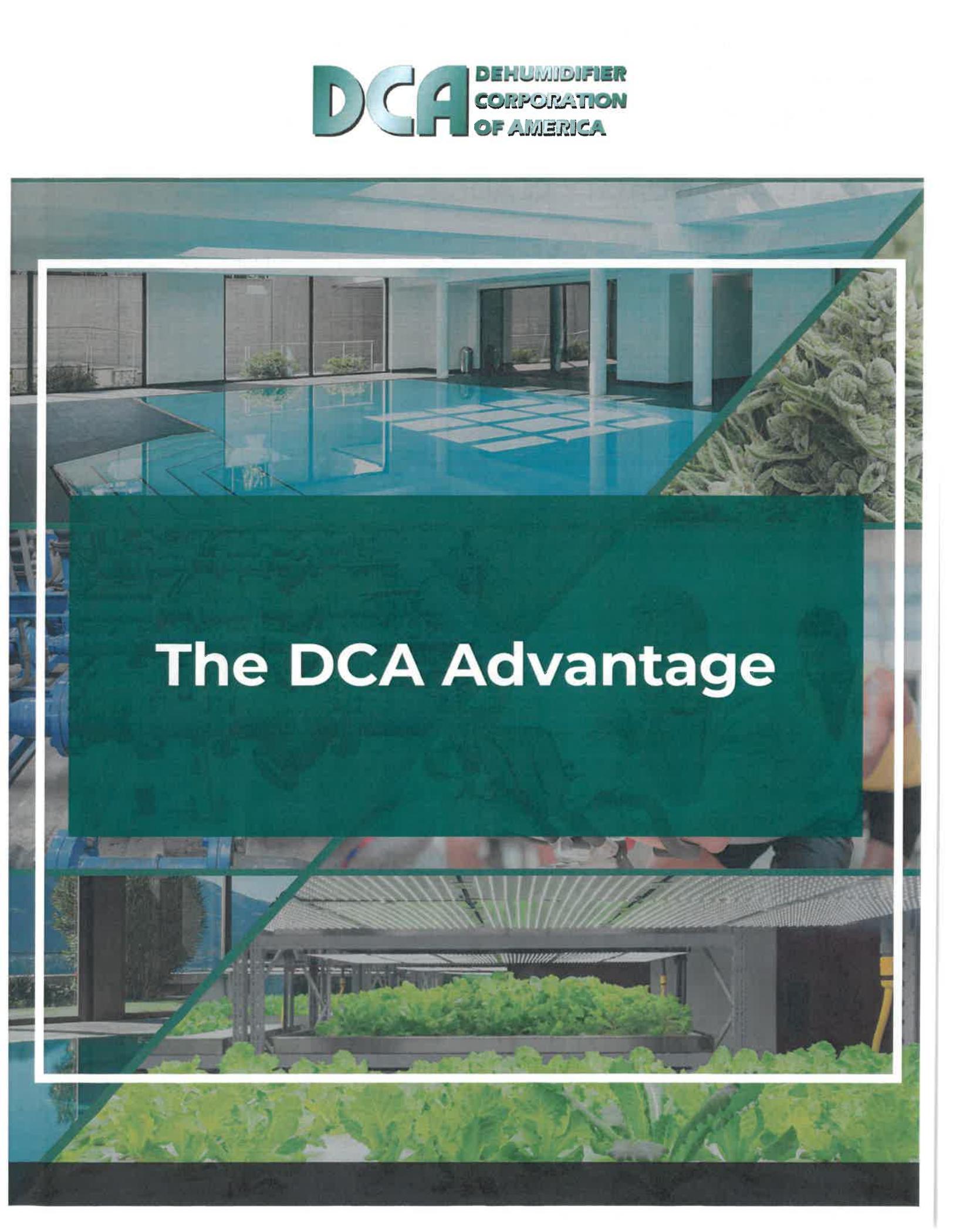


Compatible with (DIN43880) enclosures.
Suitable for mounting to a panel or to an EN50022 standard 35mm rail.

- ① JACE 8000 controller. Allow at least 1.5" (38 mm) clearance around all sides and minimum 3" (76 mm) clearance at bottom for Wi-Fi antenna.
- ② Expansion module. Up to four may be used. See "Optional Modules".
- ③ Distances measured between center of tabs from one unit to adjacent unit.



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The DCA Advantage

THE DCA ADVANTAGE

VALUE AND QUALITY LEADER

Dehumidifier Corporation of America is the premier source for dehumidification systems. With a commitment to constant improvement, our expert engineers work with the latest cutting edge technology to create tailored dehumidification solutions for every project. Made right here in the United States, our products offer the highest quality at competitive prices.

DCA WARRANTY

We offer the best standard warranty in the industry—three full years on all parts and one year on controls. DCA provides a standard 5 year warranty for refrigeration coils and compressors.

DCA SPECIFICATIONS

COATED COILS

Each DCA dehumidifier leaves the factory with ElectroFin™ coated refrigeration coils. This is a standard feature on every unit; it's not an "optional adder" as with all other manufacturers.

COPELAND COMPRESSORS™

DCA dehumidifiers feature Copeland scroll compressors for reliable high-efficiency performance.

CENTRIFUGAL BLOWERS

All fans are double-width, double-inlet, belt-driven, forward curve, low RPM type. Permanently lubricated ball bearings are designed to provide at least 200,000 hours of average life.



PIONEERS IN THE INDUSTRY

The core members of DCA were pioneering dehumidification technology going all the way back to 1979. Founded in 1995, DCA is totally dedicated to dehumidification. This specialized field is best served by a company whose primary mission is that of solving every conceivable dehumidification challenge. Dehumidifier Corporation of America takes pride in offering the best possible product line incorporating the latest proven technology at the most competitive price in the industry.

NON-PROPRIETARY CONTROLS

All dehumidifier systems are paired with “non-proprietary controls.” Customers may provide their own factory approved controls. While replacement controllers are available from DCA, service contractors may purchase ‘off the shelf’ when necessary in an emergency situation.

AMERICAN MADE - COMPLIES WITH “MADE IN AMERICA ACT”

Dehumidifier Corporation of America dehumidifiers are compliant with the requirements of the Buy American Act and proudly made in the U.S.A. at our Cedarburg, Wisconsin facility.

DCA LEASING PROGRAM

Different customers have different needs and many times when making a considerable investment, such as dehumidification system, leasing is a viable option that should be considered. DCA offers a leasing program through an equipment finance group that provides a responsive, flexible and secure source of capital for purchasing your dehumidification system.

VALUE-DRIVEN QUALITY, BUILT HERE

We have the best warranty in the industry and the highest quality components, all built by American craftsmen and at a competitive price. This is what we mean when we say “Value-Driven Quality, Built Here.”



*DCA 2500T AIR COOLED ROOF TOP UNIT WITH
BOTTOM SUPPLY & RETURN*

APPLICATIONS

SWIMMING POOL ROOM DEHUMIDIFIERS

DCA swimming pool room dehumidifiers are designed to be multi-functional systems that can provide space heating and cooling, as well as assist with pool water heating. The engineering team at DCA creates solutions ranging from large-scale hotel swimming pools to smaller residential pools and therapy pools. DCA designs and manufactures commercial dehumidifiers to address factors such as continuous blower operation, tempered outdoor make-up air, pool room exhaust fans and proper rejection of condensate to floor drains.

CUSTOM DEHUMIDIFIERS

Storage rooms, drying applications, manufacturing processes, and fresh water treatment facilities are just a few examples where DCA custom dehumidifiers control excess moisture. Let our engineering department custom design a dehumidifier for your humidity problem.



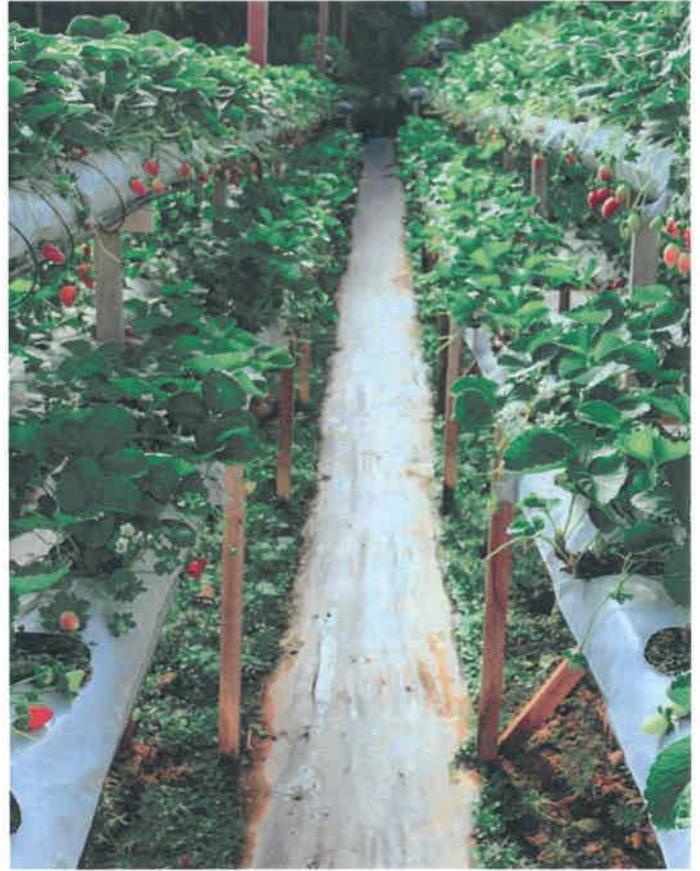


100% OUTDOOR AIR (OA) DEHUMIDIFIERS

Dehumidification of make-up air is essential for indoor air quality. Most often, air conditioning systems can not properly dehumidify the moisture-laden fresh air. A DCA 100% Outdoor Air dehumidification system may be just what you need. Our 100% OA units can pre-treat the makeup air by removing the moisture from the air stream before it enters the building.

REPLACEMENT DEHUMIDIFIERS

DCA offers replacement dehumidification systems for most swimming pool rooms. Many DCA dehumidifier models can directly replace existing units from other manufacturers, eliminating the need to “re-invent the wheel” when you need a replacement. As you consider your replacement strategy, take advantage of DCA’s more-than-35 years of experience in pool room dehumidification, along with our industry-leading, 3-year warranty on all of our well-engineered systems.



INDOOR GROW HOUSE DEHUMIDIFICATION SYSTEMS

For indoor grow house applications, operators need to maintain ideal growing conditions in order to maintain high-quality, high-yield crops. DCA provides users with customized dehumidification systems that are engineered to meet the specific needs of their individual grow houses. Let our expert engineers custom design a solution that will provide an environment for superior crop production.

COMMERCIAL & INDUSTRIAL DEHUMIDIFIERS

DCA designs and manufactures industrial dehumidifiers that remove air moisture to meet specifications where air conditioning systems typically cannot. DCA's industrial dehumidifiers perform critical roles across a range of industries where maintaining relative humidity and dew point are a necessity. Our high-quality and economically priced dehumidifiers are available in horizontal or vertical cabinet construction, with capacities ranging from 1.5 to 30 nominal tons with 650 to 14,000 CFM of supply air.

SWIMMING POOL ROOM & COMMERCIAL HORIZONTAL DEHUMIDIFIER

AIR COOLED & POOL WATER HEATING 1.5 TON TO 15 TON R-407C

SPECIFICATIONS AT A GLANCE

MODEL	MOISTURE REMOVAL LBS/HR ¹		NET SENSIBLE COOLING MBH ²		NET REHEAT MBH ³		POOL WATER (WH) MBH ⁴	
	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh
DCA650T & WH	6.9	8.9	10.1	9.0	11.4	13.7	21.6	22.7
DCA900T & WH	9.7	12.5	14.3	12.7	16.0	19.3	30.5	32.0
DCA1500T & WH	14.7	18.9	21.6	19.2	24.3	29.1	46.2	48.4
DCA2000T & WH	18.6	24.0	27.5	24.4	30.9	36.9	58.6	61.4
DCA2500T & WH	26.1	33.6	38.4	34.1	43.2	51.7	82.0	86.0
DCA3000T & WH	26.1	33.6	38.4	34.1	43.2	51.7	82.0	86.0
DCA3300T & WH	32.4	41.8	47.8	42.4	53.7	64.3	102.0	106.9
DCA3600T & WH	37.4	48.2	55.1	48.9	62.0	74.2	117.6	123.4
DCA4100T & WH	42.1	54.3	62.2	55.2	69.9	83.6	132.6	139.1
DCA4800T & WH	49.7	64.1	73.3	65.1	82.4	98.6	156.4	164.0
DCA5500T & WH	56.5	72.8	83.3	73.9	93.6	112.0	177.7	186.3
DCA7000T & WH	72.0	92.8	106.2	94.2	119.4	142.8	226.5	237.5

AIR COOLED & POOL WATER HEATING DUAL CIRCUIT 18 TON TO 30 TON R-407C

SPECIFICATIONS AT A GLANCE

MODEL	MOISTURE REMOVAL LBS/HR ¹		NET SENSIBLE COOLING MBH ²		NET REHEAT MBH ³			POOL WATER (WH) MBH ^{4,5}	
	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh		82F/50% rh	82F/60% rh
DCA8000T & WH	84.3	108.7	124.4	110.3	139.8	167.3	Circuit A	132.6	139.1
							Circuit B	132.6	139.1
DCA9000T & WH	99.5	128.2	146.7	130.1	164.9	197.3	Circuit A	156.4	164.0
							Circuit B	156.4	164.0
DCA11000T & WH	113.0	145.6	166.6	147.8	187.3	224.1	Circuit A	177.7	186.3
							Circuit B	177.7	186.3
DCA14000T & WH	144.0	185.6	212.4	188.4	238.7	285.6	Circuit A	226.5	237.5
							Circuit B	226.5	237.5

¹ Reheat mode assuming 1050 BTU/lb. ² Cooling mode with remote air cooled condenser at 95F. ³ Defined as sum of latent and compressor input. Use Dehumidifier for supplemental heat only. ⁴ Assuming 85F entering water temperature. ⁵ For pool water usually only circuit A is required.

UNIT DIMENSIONS, WEIGHT AND VOLTAGE

AIR COOLED & POOL WATER HEATING 1.5 TON TO 15 TON R-407C

MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT	AVAILABLE VOLTAGE AND PHASE*
DCA650T	49 ¼	32	30 ½	365	208/230-1-60
DCA650TWH	56	32	30 ½	410	
DCA900T	56	30	30 ½	420	208/230-1-60 ; 208/230, 460-3-60
DCA900TWH	56	40	30 ½	475	
DCA1500T	56	32	30 ½	470	
DCA1500TWH	56	40	30 ½	580	
DCA2000T	56	40	30 ½	540	208/230-1-60 ; 208/230, 460, 575-3-60
DCA2000TWH	66	45	34 ½	700	
DCA2500T	56	40	30 ½	580	
DCA2500TWH	66	45	34 ½	745	
DCA3000T	66	45	34 ½	750	
DCA3000TWH	74 ½	55	49	950	
DCA3300T	66	45	34 ½	900	208/230, 460, 575-3-60
DCA3300TWH	74 ½	55	49	1100	
DCA3600T	66	45	35	900	208/230, 460, 575-3-60
DCA3600TWH	74 ½	55	49	1250	
DCA4100T	74 ½	55	49	1260	
DCA4100TWH	74 ½	55	49	1500	
DCA4800T	74 ½	55	49	1320	208/230, 460, 575-3-60
DCA4800TWH	74 ½	55	49	1580	
DCA5500T	74 ½	55	49	1360	
DCA5500TWH	74 ½	55	49	1640	
DCA7000T	97	55	49	1600	
DCA7000TWH	97	55	49	1880	

AIR COOLED & POOL WATER HEATING DUAL CIRCUIT 18 TON TO 30 TON R-407C

MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT	AVAILABLE VOLTAGE AND PHASE*
DCA8000T & WH	97	55	70	2500	208/230, 460, 575-3-60
DCA9000T & WH	97	55	70	2900	
DCA11000T & WH	136 ½	77	72 ¾	3500	
DCA14000T & WH	136 ½	77	72 ¾	4000	

*50Hz Available Upon Request

AIR COOLED & POOL WATER HEATING 1.5 TON TO 15 TON R-410A

SPECIFICATIONS AT A GLANCE

MODEL	MOISTURE REMOVAL LBS/HR ¹		NET SENSIBLE COOLING MBH ²		NET REHEAT MBH ³		POOL WATER (WH) MBH ⁴	
	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh
DCA650A & WH	6	7.8	9.4	8.3	10.4	12.5	20	20.8
DCA900A & WH	9.2	11.8	13.8	12.2	15.6	18.7	29.8	31
DCA1500A & WH	13.9	17.8	20.6	18.2	23.2	27.7	42.2	46
DCA2000A & WH	18.9	24.3	28.2	25.1	31.5	37.6	60.3	63.1
DCA2500A & WH	23.9	30.8	36.4	32	39	47	76	79.2
DCA3000A & WH	28.1	36	42.6	37.8	46.5	55.7	89.3	93.6
DCA3300T & WH	31.3	39.8	45.7	40.6	52.6	62.4	99.1	103.3
DCA3500A & WH	36.4	46.0	52.2	46.6	62.6	73.6	116	120.9
DCA3600A & WH	34.3	43.5	53.2	44.7	57.3	68.0	110.8	112.8
DCA4100A & WH	39.9	51.1	59.1	51.9	66.6	79.4	126.2	131.1
DCA4400A & WH	41	52.6	59.7	53.1	68.4	81.7	129.9	135.5
DCA4800A & WH	46.7	60.2	71.6	63	78.1	93.5	150.3	156.3
DCA5500A & WH	52.4	67.6	78.7	68.8	87.3	104.6	166.4	172.3
DCA6500A & WH	60.1	77.3	92	81.3	99.6	119.4	191.6	199.9
DCA7000A & WH	68.9	87.9	102.3	91.1	116	138	218.7	228.9

AIR COOLED & POOL WATER HEATING DUAL CIRCUIT 18 TON TO 30 TON R-410A

SPECIFICATIONS AT A GLANCE

MODEL	MOISTURE REMOVAL LBS/HR ¹		NET SENSIBLE COOLING MBH ²		NET REHEAT MBH ³		POOL WATER (WH) MBH ^{4,5}		
	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	
DCA8000A & WH	79.9	102.1	118.1	103.9	133.3	158.7	Circuit A	126.2	131.1
							Circuit B	126.2	131.1
DCA9000A & WH	98.2	120.4	143.2	126.1	156.3	186.9	Circuit A	150.3	156.3
							Circuit B	150.3	156.3
DCA11000A & WH	104.8	135.2	157.3	137.5	174.5	209.2	Circuit A	166.4	172.3
							Circuit B	166.4	172.3
DCA14000A & WH	137.8	175.7	204.5	182.3	232.1	276	Circuit A	218.7	228.9
							Circuit B	218.7	228.9

¹ Reheat mode assuming 1050 BTU/lb. ² Cooling mode with remote air cooled condenser at 95F. ³ Defined as sum of latent and compressor input. Use Dehumidifier for supplemental heat only. ⁴ Assuming 85F entering water temperature. ⁵ For pool water usually only circuit A is required.

UNIT DIMENSIONS, WEIGHT AND VOLTAGE

AIR COOLED & POOL WATER HEATING 1.5 TON TO 15 TON R-410A

MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT	AVAILABLE VOLTAGE AND PHASE*
DCA650A	49 ¼	32	30 ½	365	208/230-1-60
DCA650AWH	56	32	30 ½	410	
DCA900A	56	32	30 ½	420	208/230-1-60 ; 208/230, 460-3-60
DCA900AWH	56	40	30 ½	475	
DCA1500A	56	32	30 ½	470	208/230-1-60 ; 208/230, 460, 575-3-60
DCA1500AWH	56	40	30 ½	580	
DCA2000A	56	40	30 ½	540	
DCA2000AWH	66	45	34 ½	700	
DCA2500A	56	40	30 ½	580	
DCA2500AWH	66	45	34 ½	745	
DCA3000A	66	45	34 ½	750	
DCA3000AWH	74 ½	55	49	950	
DCA3300A	66	45	34 ½	900	
DCA3300AWH	74 ½	55	49	1100	
DCA3500A	74 ½	55	49	1200	208/230-1-60
DCA3500AWH	74 ½	55	49	1500	
DCA3600A	66	45	35	900	208/230, 460, 575-3-60
DCA3600AWH	74 ½	55	49	1250	
DCA4100A	74 ½	55	49	1260	
DCA4100AWH	74 ½	55	49	1500	208/230-1-60
DCA4400A	74 ½	55	49	1300	
DCA4400AWH	74 ½	55	49	1550	
DCA4800A	74 ½	55	49	1320	
DCA4800AWH	74 ½	55	49	1580	208/230, 460, 575-3-60
DCA5500A	74 ½	55	49	1360	
DCA5500AWH	74 ½	55	49	1640	
DCA6500A	97	55	49	1550	
DCA6500AWH	97	55	49	1800	
DCA7000A	97	55	49	1600	
DCA7000AWH	97	55	49	1880	

AIR COOLED & POOL WATER HEATING DUAL CIRCUIT 18 TON TO 30 TON R-407C

MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT	AVAILABLE VOLTAGE AND PHASE*
DCA8000T & WH	97	55	70	2500	208/230, 460, 575-3-60
DCA9000T & WH	97	55	70	2900	
DCA11000T & WH	136 ½	77	72 ⅝	3500	
DCA14000T & WH	136 ½	77	72 ⅝	4000	

*50Hz Available Upon Request

FEATURES FOR SWIMMING POOL ROOM & COMMERCIAL HORIZONTAL DEHUMIDIFIERS R-407C AND R-410A

STANDARD FEATURES

- Industry Leading Warranty 3 Years
- ElectroFin™ Coated Coils
- Remote Condenser Ready
- MET Listed
- Low Ambient Head Pressure Control
- Stainless Steel Condensate Pans
- Rifled Tube Refrigeration Coils
- Hot Gas By-Pass
- TEFC Electric Motor



DCA 2500T-WH POOL WATER HEATING UNIT

OPTIONAL FEATURES

- Pool Water Heating
- Gas and Electric Duct Heaters
- Hot Water Coils
- Water Source A/C
- Outdoor Installation packages
- Curb Friendly Rooftop Installation
- Various Controls Options
- Building Management Systems Compatible (BMS)



DCA 11000T AIR COOLED UNIT

SWIMMING POOL ROOM & COMMERCIAL VERTICAL DEHUMIDIFIER

AIR COOLED & POOL WATER HEATING R-407C

SPECIFICATIONS AT A GLANCE

MODEL	MOISTURE REMOVAL LBS/HR ¹		NET SENSIBLE COOLING MBH ²		NET REHEAT MBH ³		POOL WATER (WH) MBH ⁴	
	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh
DCA650TV & WH	6.9	8.9	10.1	9.0	11.4	13.7	21.6	22.8
DCA900TV & WH	9.7	12.5	14.3	12.7	16.0	19.3	30.5	32.0
DCA1500TV & WH	14.7	18.9	21.6	19.2	24.3	29.1	46.2	48.4
DCA2000TV & WH	18.6	24.0	27.5	24.4	30.9	36.9	58.6	61.4
DCA2500TV & WH	26.1	33.6	38.4	34.1	43.2	51.7	82.0	86.0
DCA3000TV & WH	26.1	33.6	38.4	34.1	43.2	51.7	82.0	86.0
DCA3300TV & WH	32.4	41.8	47.8	42.4	53.7	64.3	102.0	106.9
DCA3600TV & WH	37.4	48.2	55.1	48.9	62.0	74.2	117.6	123.4

¹ Reheat mode assuming 1050 BTU/lb. ² Cooling mode with remote air cooled condenser at 95F. ³ Defined as sum of latent and compressor input. Use Dehumidifier for supplemental heat only. ⁴ Assuming 85F entering water temperature.

UNIT DIMENSIONS, WEIGHT AND VOLTAGE

MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT	AVAILABLE VOLTAGE AND PHASE*
DCA650TV	34	40	71 5/8	520	208/230-1-60
DCA650TV-WH	34	40	71 5/8	600	
DCA900TV	34	40	71 5/8	570	208/230-1-60 ; 208/230, 460-3-60
DCA900TV-WH	34	40	71 5/8	650	
DCA1500TV	34	40	71 5/8	585	208/230-1-60 ; 208/230, 460, 575-3-60
DCA1500TV-WH	34	40	71 5/8	660	
DCA2000TV	34	40	71 5/8	660	
DCA2000TV-WH	34	40	71 5/8	740	
DCA2500TV	34	40	71 5/8	700	
DCA2500TV-WH	34	40	71 5/8	760	
DCA3000TV	34	40	71 5/8	710	
DCA3000TV-WH	34	40	71 5/8	770	
DCA3300TV	34	43 1/2	80 1/8	850	
DCA3300TV-WH	34	43 1/2	80 1/8	1020	
DCA3600TV	34	43 1/2	80 1/8	950	208/230, 460, 575-3-60
DCA3600TV-WH	34	43 1/2	80 1/8	1070	

*50Hz Available Upon Request

AIR COOLED & POOL WATER HEATING R-410A

SPECIFICATIONS AT A GLANCE

MODEL	MOISTURE REMOVAL LBS/HR ¹		NET SENSIBLE COOLING MBH ²		NET REHEAT MBH ³		POOL WATER (WH) MBH ⁴	
	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh	82F/50% rh	82F/60% rh
DCA650AV & WH	6	7.8	9.4	8.3	10.4	12.5	20	20.8
DCA900AV & WH	9.2	11.8	13.8	12.2	15.6	18.7	29.8	31
DCA1500AV & WH	13.9	17.8	20.6	18.2	23.2	27.7	44.2	46
DCA2000AV & WH	18.9	24.3	28.2	25.1	31.5	37.6	60.3	63.1
DCA2500AV & WH	23.9	30.8	36.4	32	39	47	76	79.2
DCA3000AV & WH	28.1	36	42.6	37.8	46.5	55.7	89.3	93.6
DCA3300AV & WH	31.3	39.8	45.7	40.6	52.6	62.4	99.1	103.3
DCA3500AV	36.4	46.0	52.2	46.6	62.6	73.6	116	120.9
DCA3600AV & WH	34.3	43.5	53.2	44.7	57.3	68.0	110.8	112.8

¹ Reheat mode assuming 1050 BTU/lb. ² Cooling mode with remote air cooled condenser at 95F. ³ Defined as sum of latent and compressor input. Use Dehumidifier for supplemental heat only. ⁴ Assuming 85F entering water temperature.

UNIT DIMENSIONS, WEIGHT AND VOLTAGE

MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT	AVAILABLE VOLTAGE AND PHASE*
DCA650AV	34	40	71 $\frac{5}{8}$	520	208/230-1-60
DCA650AV-WH	34	40	71 $\frac{5}{8}$	600	
DCA900AV	34	40	71 $\frac{5}{8}$	570	208/230-1-60 ; 208/230, 460-3-60
DCA900AV-WH	34	40	71 $\frac{5}{8}$	650	
DCA1500AV	34	40	71 $\frac{5}{8}$	585	208/230-1-60 ; 208/230, 460, 575-3-60
DCA1500AV-WH	34	40	71 $\frac{5}{8}$	660	
DCA2000AV	34	40	71 $\frac{5}{8}$	660	
DCA2000AV-WH	34	40	71 $\frac{5}{8}$	740	
DCA2500AV	34	40	71 $\frac{5}{8}$	700	
DCA2500AV-WH	34	40	71 $\frac{5}{8}$	760	
DCA3000AV	34	43 $\frac{1}{2}$	80 $\frac{1}{8}$	800	
DCA3000AV-WH	34	43 $\frac{1}{2}$	80 $\frac{1}{8}$	900	
DCA3300AV	34	43 $\frac{1}{2}$	80 $\frac{1}{8}$	850	
DCA3300AV-WH	34	43 $\frac{1}{2}$	80 $\frac{1}{8}$	1020	
DCA3500AV	34	43 $\frac{1}{2}$	80 $\frac{1}{8}$	950	208/230-1-60
DCA3600AV	34	43 $\frac{1}{2}$	80 $\frac{1}{8}$	950	208/230, 460, 575-3-60
DCA3600AV-WH	34	43 $\frac{1}{2}$	80 $\frac{1}{8}$	1070	

*50Hz Available Upon Request

FEATURES FOR SWIMMING POOL ROOM & COMMERCIAL VERTICAL DEHUMIDIFIERS R-407C AND R-410A

STANDARD FEATURES

- Industry Leading Warranty 3 Years
- ElectroFin™ Coated Coils
- Remote Condenser Ready
- MET Listed
- Low Ambient Head Pressure Control
- Stainless Steel Condensate Pans
- Rifled Tube Refrigeration Coils
- Hot Gas By-Pass
- TEFC Electric Motor

OPTIONAL FEATURES

- Pool Water Heating
- Gas and Electric Duct Heaters
- Hot Water Coils
- Water Source A/C
- Various Controls Options
- Building Management Systems Compatible (BMS)



DCA 3300TV-WH POOL WATER HEATING UNIT

Sensible cooling capacities rated at 95F ambient

DEHUMIDIFIER ACCESSORIES

ADD-ON ELECTRIC DUCT HEATERS

DIRECT-MOUNTED DUCT HEATERS

- Direct mounting only for indoor installation
- Economical source for supplemental or primary heat
- Shipped loose for field installation
- Standard 2 stage heat
- SCR controls available



SLIP-IN DUCT HEATERS

- Slip-in duct only for indoor or outdoor installation
– outdoor installation require NEMA 4 enclosure
- Economical Source for supplemental or primary heat
- Shipped loose for field installation
- SCR controls available

ADD-ON GAS DUCT HEATERS

INDOOR SEPARATED COMBUSTION DUCT HEATERS

- Designed for primary room heating source
- Non-residential, commercial applications only
- Separated combustion
- Stainless steel heat exchanger, burners, drip pan
- Capacities: 75,000 to 400,000 btu/hr for Nat or LP



OUTDOOR POWER VENTED DUCT HEATERS

- Designed for primary room heating source
- Commercial applications
- Residential applications with outdoor dehumidifier installations
- Stainless steel heat exchanger, burners, drip pan
- Capacities: 75,000 to 400,000 btu/hr for Nat or LP

DEHUMIDIFIER ACCESSORIES

HUMIDITY & TEMPERATURE CONTROLS

UNIVERSAL CONTROLLERS

- TCI-W22 Universal Controller
 - Commercial or residential applications
 - Easy to use graphical interface
 - Non-proprietary
 - For use with wall or duct mounted sensors
- TCX2 Universal Controller
 - Commercial or residential applications
 - Easy to use graphical interface
 - Non-proprietary
 - For use with wall or duct mounted sensors
 - BACnet (MS/TP only), MODBUS or stand-alone application



COMBINATION HUMIDITY & TEMPERATURE CONTROLLERS

- VP-3600 Controller
 - For residential applications
 - Attractive wall-mounted case
 - Fully programmable
 - Non-proprietary
 - Built-in sensors, standard
 - Remote sensor ready
 - Remote Internet Access with RedLINK Gateway
 - Auto-changeover heating and cooling



DEHUMIDIFIER ACCESSORIES CONTINUED

REMOTE CONDENSERS

LARKIN STYLE

- Single and dual circuit systems from 1.5 ton to 30 ton
- For outdoor installation
- Vertical or horizontal discharge
- ElectroFin™ coated coil available (for seacoast installations)
- Full-flooding system (-20F capability)
- For 95F to 105F ambient in standard configurations



ORC STYLE

- Single circuit systems from 1.5 ton to 6 ton
- For outdoor or indoor installation—indoor installation must be ducted to outdoors
- Horizontal discharge
- ElectroFin™ coated coil, standard feature
- Full-flooding system (-20F capability)
- For 95F to 105F ambient in standard configurations



CONTACT & WARRANTY

ONLINE WEB SUPPORT

- Pool Room and Commercial Calculation Forms
- Interactive Product Guide
- All Equipment Specifications and Unit Drawings
- Product Brochures
- Technical Support
- All Print Material

FACTORY SUPPORT

- Engineering to provide solutions to your application or problem
- Unit Selection and Quotation
- Factory Start-Ups Available
- Start-ups are Mandatory for 15 Tons and up!!
- Field Technical Support: Mon. – Fri.

CONTACT US

8:00 A.M. TO 5:00 P.M. CST

FEEL FREE TO CALL US:

PHONE: **262.377.7501** | TOLL FREE: **888.883.7602**

E-MAIL US:

INFO@DEHUMIDIFIERCORP.COM

WEBSITE:

WWW.DEHUMIDIFIERCORP.COM

About Us

Founded in 1995, Dehumidifier Corporation of America (DCA) is a U.S. corporation dedicated to the field of dehumidification. This is a very specialized field best served by companies whose primary mission is that of solving every conceivable dehumidification challenge.

Dehumidifier Corporation of America takes pride in offering the best possible product line incorporating the latest proven technology at the most competitive prices in the industry. Our engineering staff is available to you at every step of the dehumidification process, from defining the problem, evaluating the moisture load, and matching the right dehumidification system to achieve the desired results.

Dehumidifier Corporation of America's mission is to solve our customer's dehumidification problems while offering the highest quality products at a competitive price, employing the latest proven technology and built to the highest standards by American craftsmen.

Contact Us

Resource Library

Dehumidifier Corporation of America

W53 N550 Highland Drive

Cedarburg, WI 53012

Ph: 262.377.7501

www.dehumidifiercorp.com



- Connect with DCA -



**USFR Compliance Questionnaire for RFP #22-07
Facility Technology Integration & Security System Services**

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads & Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Bidders List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	RFP Document, Page 1
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	RFP Document
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	Time Stamped Responses
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	YES	
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	RFP Document, Page 11
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	YES	Multiple Award Justification
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	YES	

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

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

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

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

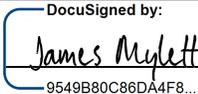
City/State/Zip Carrollton, TX 75006

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

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- 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

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 Scheider 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 Schenider 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 are 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

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 and this Amendment supersedes any conflicting or supplemental terms in the Cooperative Agreement concerning the subject matter hereof.

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) 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.
5. Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SUPPLIER, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF DATA DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT AND IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SUPPLIER FOR DAMAGES WITH RESPECT TO THIS CONTRACT OR ANYTHING

DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THE COOPERATIVE AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT, EQUIPMENT, MATERIAL OR SERVICE WORK PERFORMED. THE PRECEDING SENTENCE SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY, OR TO ANY OTHER CLAIM TO THE EXTENT OF SCHNEIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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

**SCHNEIDER ELECTRIC BUILDINGS
AMERICAS, INC.**

Signature

Signature

Name

Name

Title

Title

Date

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.

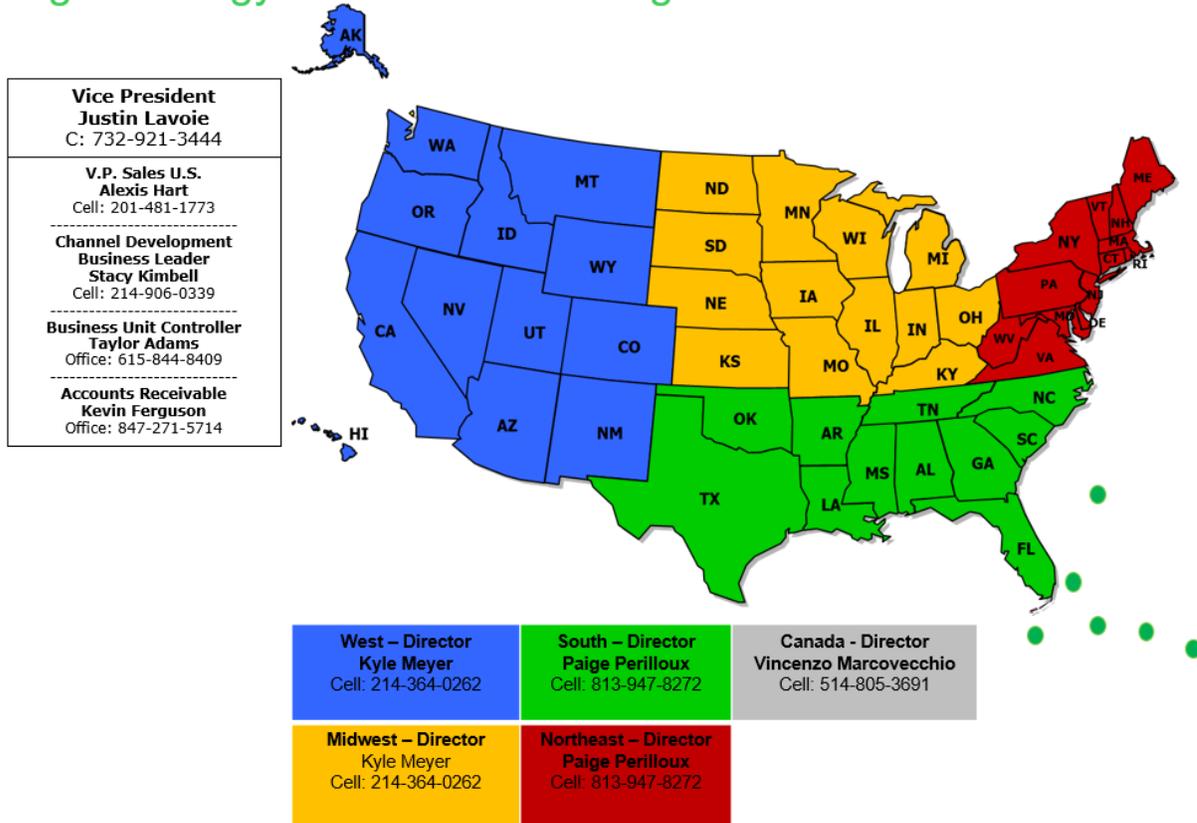
B. Total number and location of salespersons employed by Supplier.

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



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.
Huron Valley Electric
Illingworth-Kilgust Mechanical, Inc. - dba EMCOR Services Integrated Solutions
inControl, Inc. ((RI))
Industrial Systems, Inc.
Ingemel S.A. LLC
Intelli-Tec Security Services, Inc.
Intraworks - Albuquerque
Jersey State Controls
Kain Energy Corporation
KDC, Inc. Db Dynalectric
Knight Watch, Incorporated
KT Power Systems, Inc
Louisiana Controls, Inc.
Mason & Barry, Inc.
MC2, Inc.
Mechanical Automated Control Systems, Inc. - Memphis
Mechanical Automated Control Systems, Inc. - Nashville
Mechanical Controls & Maintenance, Inc.
Mechanical Services, Inc/ Maine Controls
Mechanical Technology, Inc.
Mesa Automation Systems, Inc.
Motor City Electric Technologies, Inc.
MRSE LLC, d/b/a Roth Southeast
Netsian Technologies Group
North American Mechanical, Inc.
NRG Controls North, Inc.
NRG Controls, Inc.
NRK, Inc.
Ontario Refrigeration Service, Inc.
Optimum Controls Corporation
Optimum Management, Inc.
OtisAir Conditioning
Paape Energy Services
Paxton Controls Corporation
Pipe Systems Mechanical
Powell, Inc.
PQ Energy Services, Inc.
Precision Control Systems Inc.
Precision Control Systems of Chicago Inc.
Precision Environments, Inc.
Premier Mechanical Contracting LLC
Progressive Technologies, Inc.

Protec, Inc.
Pueblo Mechanical and Controls LLC
PURfx, Inc.
Quad City Control Company
Qubits Energy, LLC
Retrofit Service Company Inc.
Richmar Controls and Service Company, Inc.
Rixon Custom Equipment Co.
Robert Lloyd Sheet Metal, Inc.
Roth Bros, Inc.
Roth Southeast (West FL)
RTEK Refrigeration & Electrical Services Limited
Sandifer Engineering & Controls, Inc.
Sass-Moore Service Corporation
SCR (St Cloud Refrigeration)
SecureVision, Inc. dba Intelligent Building Solutions, Inc.
Security Instruments Corp.
Security Technologies, Inc.
SERVICIOS ELECTROMECANICOS RODRIGUEZ SANTOS (SERTOS)
Sienna Systems Corporation
SNE Building Systems, Inc.
Solutions i3, LLC
Southland Controls LLC
Southland Industries
Spry OSI, Inc.
Stay Safe Mechanical
Storer Equipment Company Ltd.
Systems 4, Inc.
Systems Northwest
Systems Specialists, Inc.
TBS Controls, LLC
Technical Building Services, Inc.
Terry Service, Inc
The Tri-M Group, LLC
Thermal Concepts, Inc.
Total Mechanical, Inc
TRANSFERTEC INGENIERIA S.A.
Triton Concepts Inc
U & S Services, Inc.
UHL Company, Inc.
United Electric Supply Company, 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 CO₂ 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 CO₂ offsets)
- By 2040: carbon neutral products
- By 2050: net-zero supply chain (no CO₂ 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 2nd year in a row by the Financial Times as a Diversity Leader for our success in promoting diversity. Schneider electric ranked 27th overall and 2nd within our industry.

¹ <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 & Inclusion Leaders for 2nd 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 1st 90 days will consist primarily of updating our internal teams and existing authorized vendors with details around the new contract. We will also be notifying the remainder of our vendors so that they can learn more and choose to participate. Participating public agencies will be notified via our EcoXpert Partners (authorized vendors), who maintain consistent contact.

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

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
(850) 982-3740

Accounts Payable

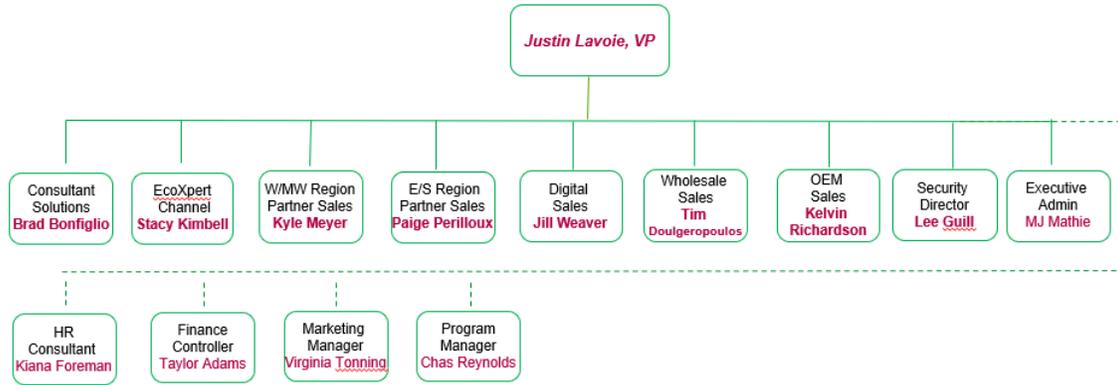
Invoice Inquiries
apsebainquiry@schneider-electric.com
Invoice Submission
apsebainvoices@se.com

Contracts

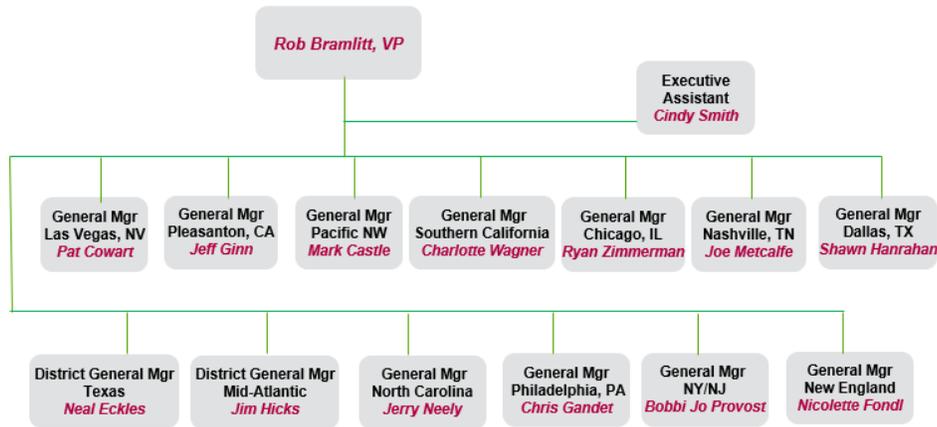
Chas Reynolds
Program Manager
chas.reynolds@se.com
(850) 982-3740

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.

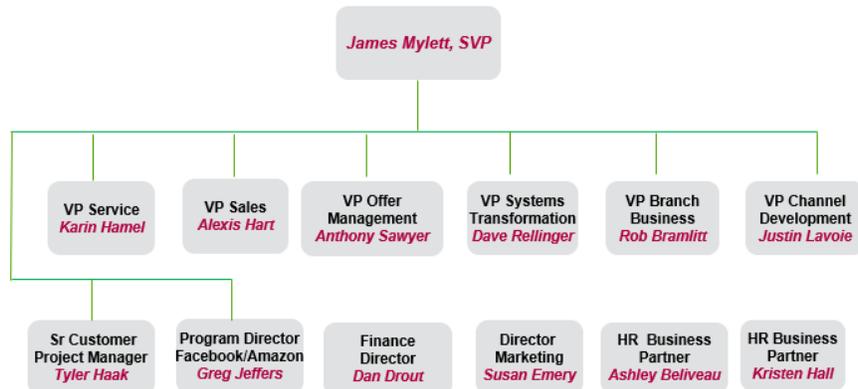
Schneider Electric Digital Buildings - US Product Sales



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.

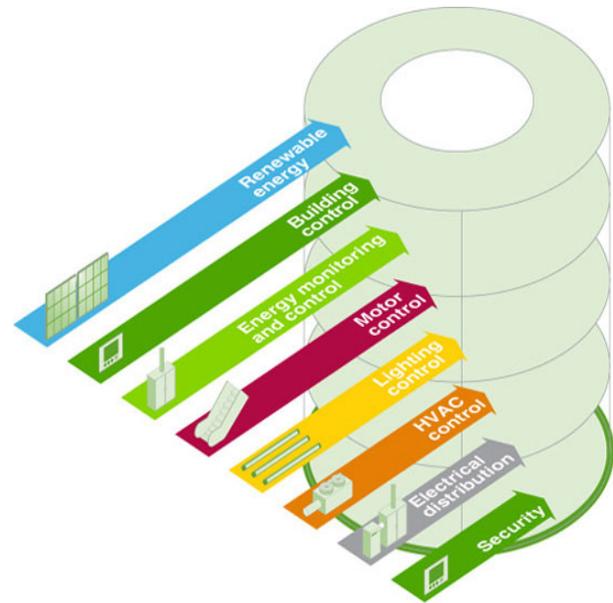
Collaboration. Partnering with our clients through collaboration. Through team spirit we achieve the best possible results and find the best possible solutions for long-term efficiency.

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												
EURm Group														
Revenue	7,126	6,174	12,879	12,879	25,159	27,103	28,294	29,391						
Organic growth %ch Y/Y	+0.8%	+7.5%	+11.7%	+11.7%	-4.7%	+7.4%	+4.4%	+4.1%						
Fx impact on sales (EURm)	-392	-336	-517	-517	-741	-631	-46	-50						
Scope impact on sales (EURm)	156	244	474	474	-41	668	18	27						
Adj. EBITA (as per FY19 release definition)			1,953	1,953	3,926	4,466	4,829	5,111						
Adj. EBITA margin			15.1%	15.1%	15.6%	16.5%	17.1%	17.4%						
EBIT			1,691	1,691	3,256	3,964	4,424	4,769						
Financial net			-126	-126	-278	-238	-231	-220						
Tax			-336	-336	-638	-800	-908	-990						
Net income (group share)			1,078	1,078	2,126	2,617	2,972	3,239						
Adj. Net income (as per FY19 release definition)			1,262	1,262	2,614	2,825	3,091	3,279						
EPS			2.00	2.00	3.84	4.75	5.41	5.91						
Adj EPS (as per FY19 release)			2.29	2.29	4.72	5.23	5.38	5.70						
DPS					2.60	2.76	2.93	3.12						
Free cash flow			765	765	3,673	2,856	3,325	3,520						
Net Financial Debt (excl. IFRS16, excl net Pension Deficit)			5,243	5,243	3,561	4,127	2,737	1,022						
Divisions														
Revenue EURm														
Energy Management	5,584	4,666	9,820	9,820	19,344	20,794	21,693	22,499						
Energy Management - Western Europe	1,445	1,199	2,435	2,435	4,801	5,249	5,448	5,679						
Energy Management - Asia Pacific	1,645	1,277	2,823	2,823	5,522	6,105	6,365	6,684						
Energy Management - North America	1,630	1,500	3,072	3,072	6,127	6,293	6,541	6,771						
Energy Management - Rest of the World	864	682	1,412	1,412	2,815	3,023	3,136	3,229						
Industrial Automation	1,542	1,522	3,059	3,059	5,815	6,309	6,600	6,892						
Industrial Automation - Western Europe	511	490	947	947	1,765	1,965	2,045	2,129						
Industrial Automation - Asia Pacific	505	489	1,051	1,051	1,987	2,158	2,271	2,387						
Industrial Automation - North America	271	303	604	604	1,114	1,234	1,288	1,335						
Industrial Automation - Rest of the World	255	232	477	477	958	1,011	1,057	1,105						
Organic Growth														
Energy Management	+1.2%	+7.9%	+12.4%	+12.4%	-4.5%	+7.5%	+4.8%	+4.3%						
Energy Management - Western Europe	+0.6%	+3.7%	+10.7%	+10.7%	-4.2%	+6.7%	+4.3%	+4.0%						
Energy Management - Asia Pacific	+0.3%	+20.5%	+14.8%	+14.8%	-5.4%	+8.3%	+4.7%	+4.5%						
Energy Management - North America	+2.0%	+3.1%	+11.4%	+11.4%	-3.8%	+7.4%	+4.4%	+3.8%						
Energy Management - Rest of the World	+1.3%	+5.9%	+14.3%	+14.3%	-4.8%	+7.9%	+4.9%	+4.5%						
Industrial Automation	-0.8%	+5.8%	+9.0%	+9.0%	-5.3%	+7.4%	+4.6%	+4.2%						
Industrial Automation - Western Europe	+2.5%	+3.2%	+11.1%	+11.1%	-8.4%	+8.7%	+4.1%	+3.5%						
Industrial Automation - Asia Pacific	+6.1%	+18.0%	+11.2%	+11.2%	-0.5%	+7.1%	+5.5%	+5.2%						
Industrial Automation - North America	-11.7%	-2.2%	+5.3%	+5.3%	-10.8%	+6.3%	+4.0%	+3.3%						
Industrial Automation - Rest of the World	-6.0%	-0.3%	+4.0%	+4.0%	-1.9%	+4.4%	+5.2%	+4.8%						
Adj. EBITA EURm			1,953	1,953	3,634	4,030	4,306	4,532						
Energy Management			532	532	992	1,162	1,259	1,337						
Industrial Automation			394	394	700	727	737	769						
Central Function & Digital Costs														
Group			1,953	1,953	3,926	4,466	4,829	5,111						
EBIT Adjusted Margin														
Energy Management			18.4%	18.4%	18.8%	19.4%	19.9%	20.1%						
Industrial Automation			17.4%	17.4%	17.1%	18.4%	19.1%	19.4%						
Group			16.1%	16.1%	16.6%	16.9%	17.1%	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

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.”**

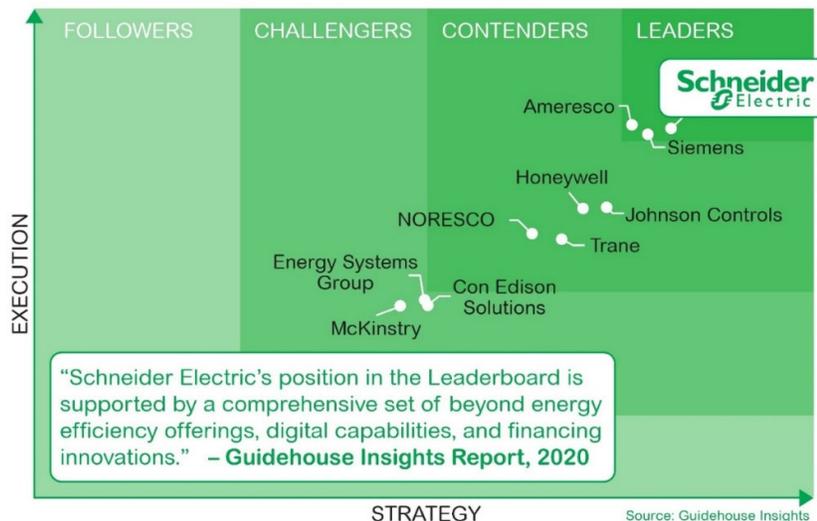
Schneider Electric SA
World Headquarters
43-45, boulevard Franklin-Roosevelt
F-92500 Rueil-Malmaison Cedex (France)

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:

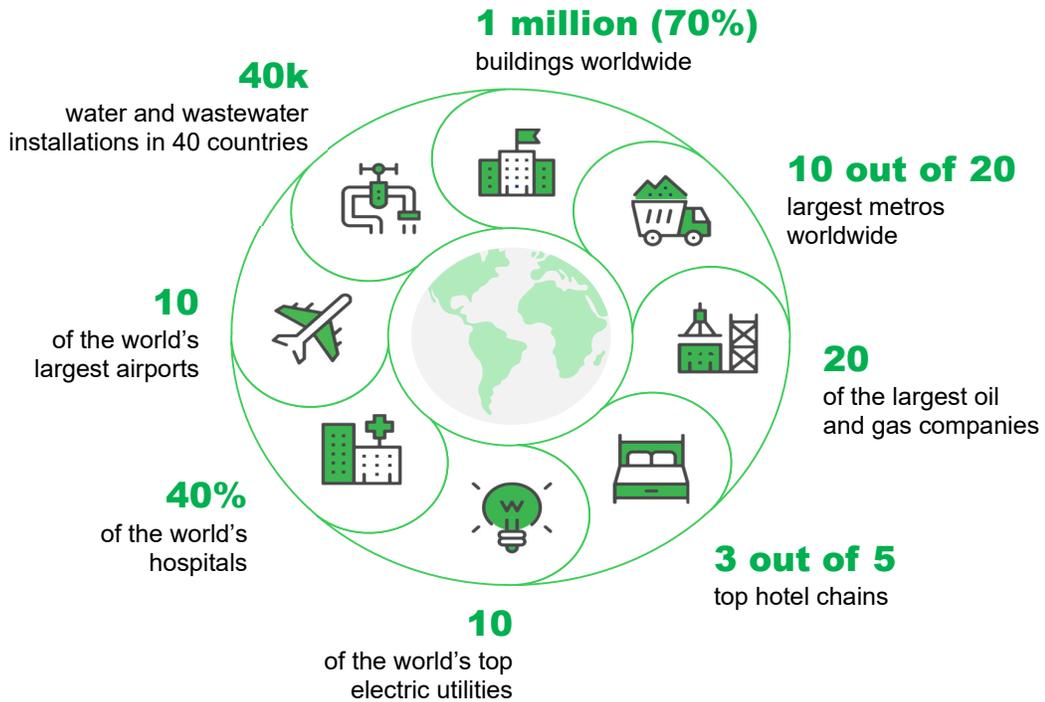


Figure X Our solutions digitalize energy and automation in critical infrastructures within universities, hospitals, airports, and municipalities.

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 ₂	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 ₂ , 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

Michael DiGiovanni, Director of Facilities
(609) 868-0461
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>Commitment to Customers Earns #1 ESCO Rank from Guidehouse Insights</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>ENERGY STAR Partner of the Year Award Recognizes Ongoing Success with Helping Customers Save Energy and Money</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>Ranked #1 most sustainable company in the world</p> <p>Schneider Electric has earned the top spot on the Corporate Knight's list of Global 100 Most Sustainable Corporations in the World in 2021. The top 100 corporations are selected from a pool of nearly 6,000 companies around the world, and Schneider Electric has been a mainstay on this list every year since 2012.</p>
	<p>2021 World's Most Ethical Company Designation</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 World's Most Ethical Company Honoree. To read more about the designation, visit: https://www.worldsmoethicalcompanies.com/</p>
	<p>Emphasis on Jobsite Safety Nets More Than 200 Safety Awards</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

- 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

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 3rd 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"> Most common financing vehicle used by ESCO’s 2.5 – 4% current interest rate range as example – 15-year repayment term Normally 15year repayment term beginning after construction Flexible repayment schedule- quarterly, monthly, yearly, etc. Repayment subject to annual appropriation Customer owns the equipment as installed and accepted - Lender retains a security interest and files UCC-1 forms Lender included as Loss Payee on Customer’s insurance policies 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.

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"> • Form of lease purchase • Cost of issuance is higher than lease purchase • Generally, 10 to 15 basis points lower than traditional lease purchase • Tax exempt interest rates • Term can be extended beyond 15 years (15-25) • Rated by rating agency, where a lease purchase is generally not

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.

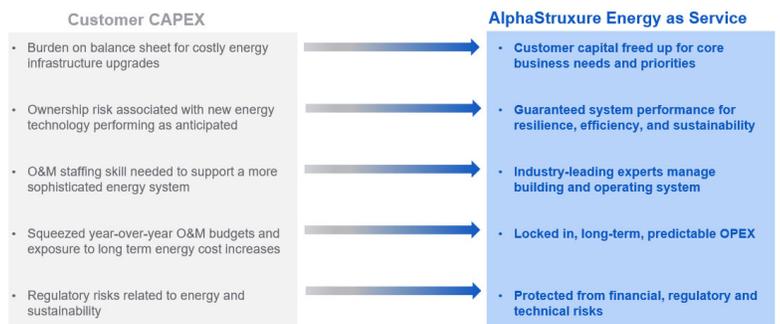
In fact, we prefer to obtain two or three quotes from sources we have experience with who are capable of addressing our client’s needs and have superior track records of client service. We then **let the client choose** which company, rate, and structure they prefer since through an “assignment-at-closing”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

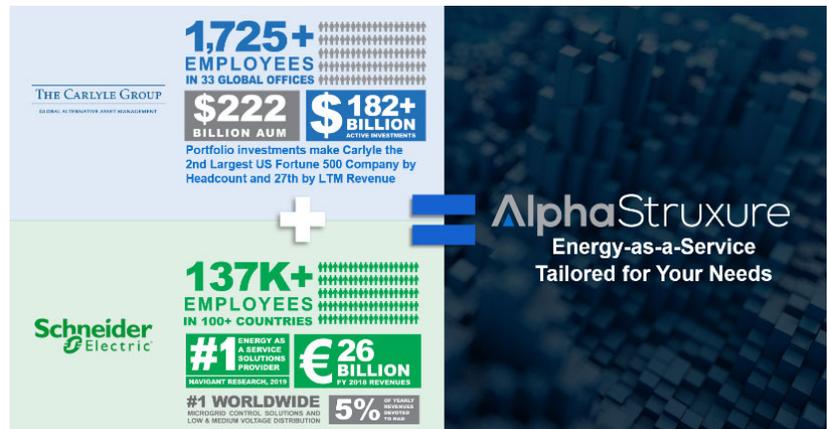
AlphaStruxure, a Schneider Electric and Carlyle Group joint venture, was created to deliver end-to-end EaaS capabilities, building complex energy systems in a more renewable and sustainable way.



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.

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

DocuSigned by:
James M. H. H.
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.

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

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

Frequently Asked Questions: 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: _____

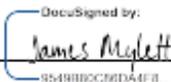
B. My company is **owned** or operated by the following individual(s) who has/have been convicted of a felony:

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

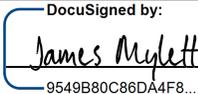
City/State/Zip Carrollton, TX 75006

Telephone No. _____

Email Address _____

Printed Name James Mylett

Title SVP, Digital Buildings

Authorized signature 

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

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing

further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

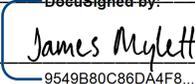
Offeror's Name: **Schneider Electric Buildings Americas, Inc**

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

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

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

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

 9549B80C86DA4F8
 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 ComptrollerGeneral.

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.

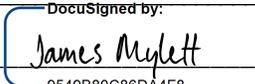
Offeror's Name: Schneider Electric Buildings Americas, Inc

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

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.**

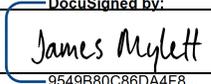
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
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

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

9549B80C8654F8
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

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 1589
4. COMPANY NAME Schneider Electric USA INC		
5. STREET 200 N Martingale Road Ste 1000	CITY Schaumburg	COUNTY IL
STATE IL		ZIP CODE 60173
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													
TOTAL	1589	1358	231	44	87	5	47	1159	9	22	1	15	181
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: 12/15/2018 To: 12/31/2018		

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). 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). 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

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

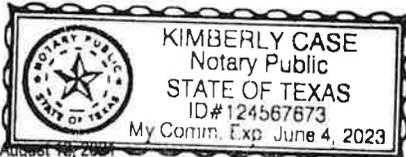
Subchapter S Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>4</u> day of <u>January</u> , <u>2022</u> (Notary Public) <u>Kimberly Case</u> My Commission expires: <u>June 4, 2023</u>	DocuSigned by: <u>James Mylett</u> <small>9549880C86D4 (Affiant)</small> <u>James Mylett, SVP, Digital Building</u> <small>(Print name & title of affiant)</small>
---	--



Version August 14, 2021



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.

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 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:  James Mylett
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

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 1589
4. COMPANY NAME Schneider Electric USA INC		
5. STREET 200 N Martingale Road Ste 1000	CITY Schaumburg	COUNTY IL
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		STATE 60173
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													
TOTAL	1589	1358	231	44	87	5	47	1159	9	22	1	15	181
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: 12/15/2018 To: 12/31/2018		

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:

James Mylett

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 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. LAKE 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
RIDGWOOD DISTRICT IMPROVEMENT COMPANY,
OR
RIDGWOOD 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
 WY'EAST 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
TOOELE 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
MULTNOMAH 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, 26TH 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



Life Is On

Schneider
Electric

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Leading the way

Enabling customers

Global positioning

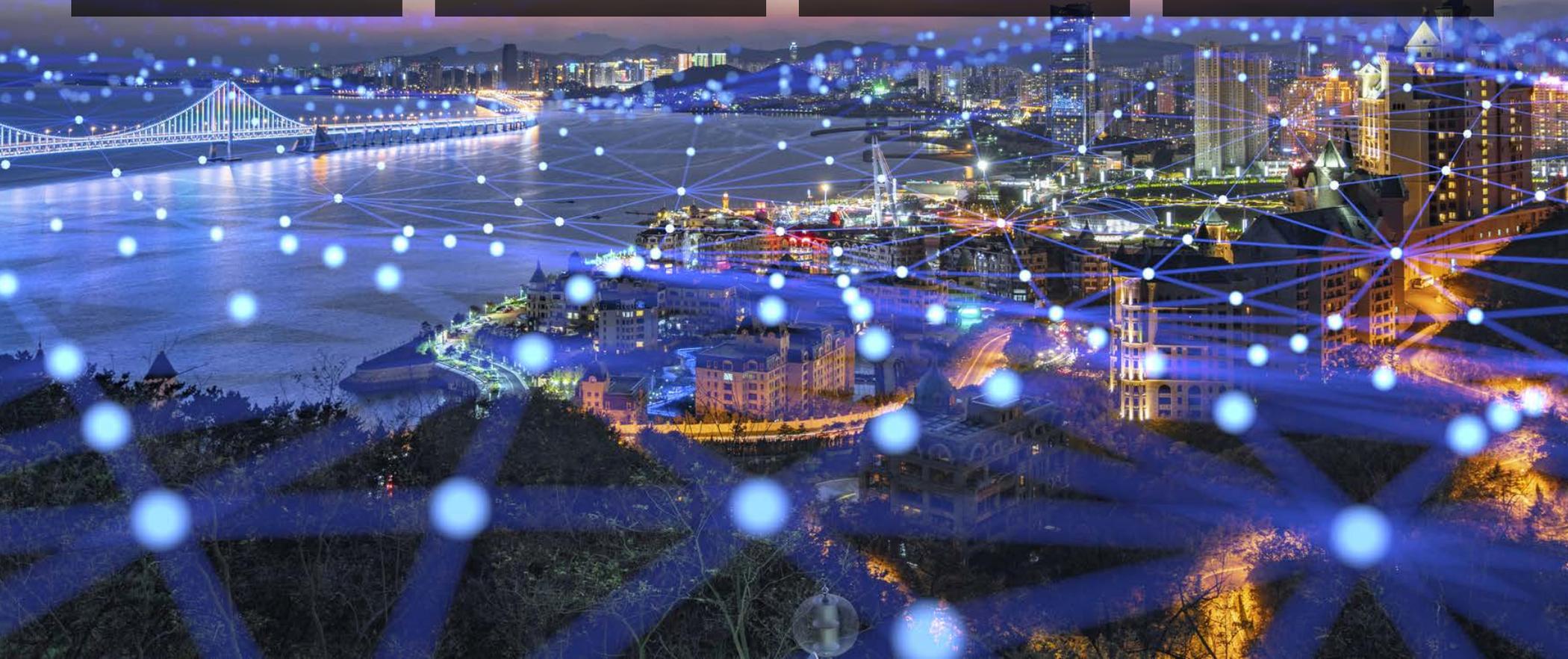
Sustainability commitments

Sustainability recognition

Innovation recognition

People recognition

Helpful links



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

40

states in the U.S.

Operates across 40 states in the U.S.

100

years in business

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

19,000+

employees

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

What a typical medium sized refinery can achieve

20%

reduction in electrical instrumentation

in the first year, reducing CAPEX

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 Circulars 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



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



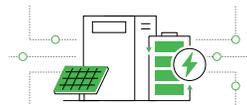
How Schneider is transforming American energy, manufacturing, and infrastructure



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.



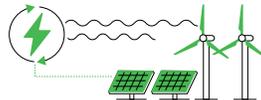
We've built **300+ microgrids**, more than any other company — including many for communities facing natural disasters.



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?



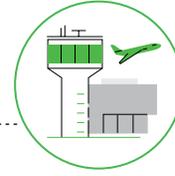
Silicon Valley, CA
Our IT infrastructure supports internet giants, cloud providers, and disruptive software companies.



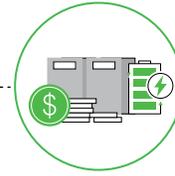
Chicago, IL
We help iconic buildings like the Shedd Aquarium run reliably and efficiently.



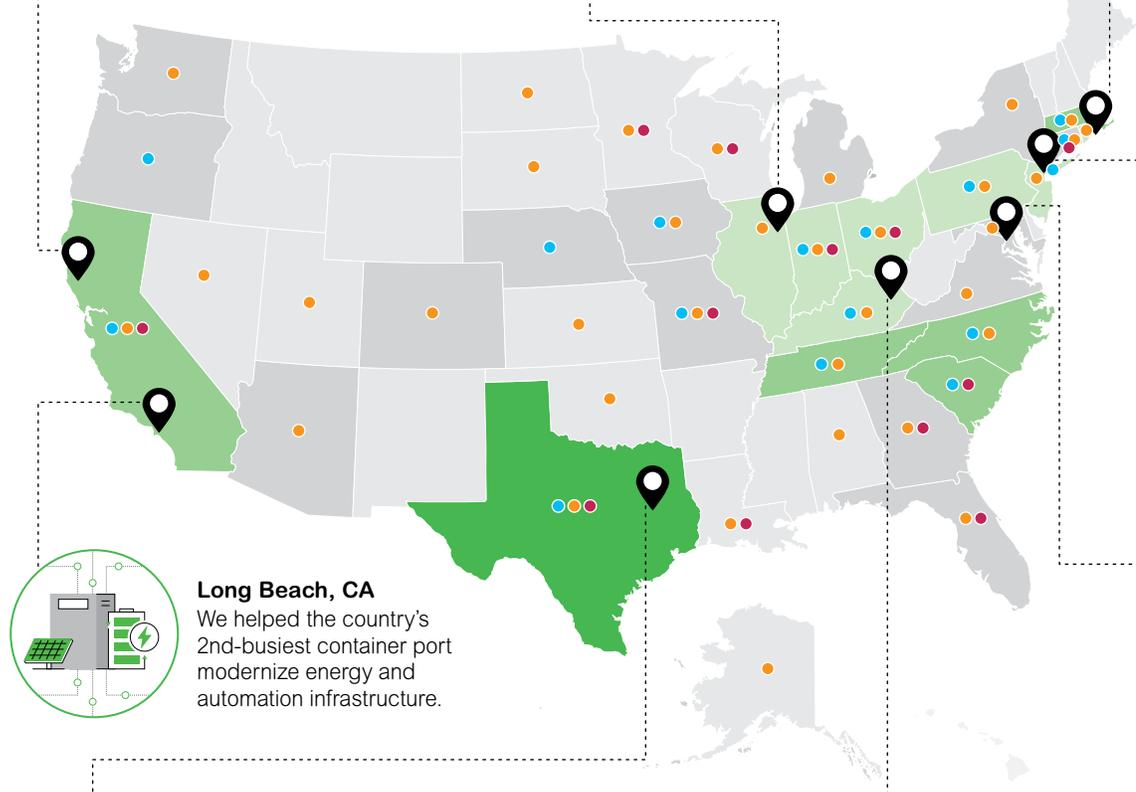
Boston, MA
The city is home to our headquarters and some of our R&D facilities.



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.



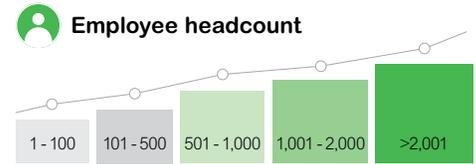
Long Beach, CA
We helped the country's 2nd-busiest container port modernize energy and automation infrastructure.



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

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January 2021





FACILITY TECHNOLOGY INTEGRATION & SECURITY SYSTEM SERVICES
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: 22-07

RFP Issued: October 7, 2021

Pre-Proposal Date: October 21, 2021

Response Due Date: January 11, 2022

Proposals Received: #3

Awarded to: Schneider Electric Buildings Americas, Inc.

Region 4 Education Service Center issued RFP 22-07 on October 7, 2021, to establish a national cooperative contract for Facility Technology Integration & Security System Services.

Overview -

- Facility Technology Integration & Security System Services. Each Awarded Offeror may offer their complete product and service offering, or balance of line.
- Should an Awarded Offeror utilize distributors, dealers, and/or subcontractor, Participating Public Agencies may choose to issue work directly to the distributor, dealer, or subcontractor if allowed by the Awarded Offeror and Participating Public Agency.

Cooperative Language -

The solicitation included cooperative purchasing language in Section I. Scope of Work and Appendix D: *Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX D, or as otherwise agreed to. APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing program.*

Advertisement -

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

- Region 4 Education Service Center website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Kennebec ME Journal

Socio-economic Outreach -

To encourage participation of small businesses, minority owned businesses and women owned businesses, Texas Historically underutilized Businesses were notified of the Request for Proposal.

Procurement Details -

On January 11, 2022 proposals were received from the following offerors:

- ADT Commercial LLC
- Convergent Technologies, LLC
- Schneider Electric Buildings Americas, Inc.

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

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 4 Education Service Center, OMNIA Partners, and Schneider Electric Buildings Americas, Inc. successfully negotiated a contract, and Region 4 Education Service Center executed the agreement with a contract effective date of April 1, 2022.

Scope Details -

Schneider Electric Buildings Americas, Inc. delivers facility solutions in building automation and security integration. Schneider Electric Buildings Americas, Inc. can provide (but is not limited to) the following solutions:

- Renewable Energy
- Building Control
- Energy Monitoring and Control
- Moto Control
- Lighting Control
- HVAC Control
- Electrical Distribution
- Security

Federal Funds Certifications -

The Supplier provided federal funds certifications. The signed federal certifications and contract provisions can be found in Exhibit F of the Supplier's response, incorporated by reference into the Master Agreement, available on the OMNIA Partners website for review.

Diversity -

Employee Resource Groups (ERGs) are an essential component of Schneider Electric Building Americas, Inc.'s ('Schneider Electric') Diversity & Inclusion as they drive awareness and education about minority/diversity groups, foster development opportunities for employees in an inclusive environment, and outreach to minority communities. The ERGs also strive to make a stronger connection to business initiatives. Schneider has launched several employee resource groups in recent years including groups focused on Black Professionals, Veterans, LGBT+ and Allies, and Hispanic Professionals. Schneider Electric is also an affiliate partner with the National Society for Black Engineers (NSBE). Schneider earned a spot on the Forbe's Best Employers for Diversity 2020 and the World's Most Admired Companies by Fortune. Schneider has also endorsed the UN's Women's Empowerment Principles (WEPs) to continue to pursue gender equality and has been recognized by the Financial Times as a Diversity Leader (ranked 27th overall and 2nd within the industry). Furthermore, Schneider Electric also historically maintained a strong commitment to Supplier Diversity and ranked as a Top 50 Employer for Diversity in 2021 in Forbes Magazine. Schneider Electric actively includes 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.

Term -

Initial three-year agreement from April 1 through March 31, 2025 with the option to renew for two (2) additional one-year periods March 31, 2027. 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.

Pricing/Discount -

Available Upon Request.