Memo to File / Public Notice

RE: Bid Process for Requisition 730716 / PO 470080

From: Jared Gardner, Director of Purchasing

Date: 07/19/2023

- 1. On July 13, 2023, I was visited by Troy Anderson, Assistant Director Maintenance Department. Troy explained that Taylorsville High School electrical system had suffered a failure to its switching equipment. This failure left the school without power. At that point they were actively working to apply a temporary fix to allow the building to have electricity. He believed that the temporary fix they were planning would work but would not be stable and a permanent fix would need to be expedited to avoid the building potentially suffering the loss of electricity when school was in session. The replacement parts will be custom made for the building and have a significant lead time.
- 2. Troy asked what steps needed to be taken to expedite the purchasing process. I instructed him that they should contact a couple manufacturers to obtain a quote and that I would authorize the use of an emergency purchase process using the low of those quotes.
- 3. Quotes were obtained from two manufacturers (Eaton and Schneider Electric) through a local distributor, Borders States. The low quote being provided by Eaton at \$115,800.00 and the Schneider Electric at \$117,420.00.
- 4. As authorized by UCA 63G-6a-803 Emergency Procurement I made the determination to proceed with the purchase of the Eaton electrical switching gear from Border States after making all reasonably practicable efforts with potential vendors to avoid a lapse in a critical government service and to mitigate a circumstance that would have a negative impact on public health, safety, and property.
- 5. The highest-ranking government official to approve this purchase is Mr. Don Adams, Assistant Superintendent. Ratification of the emergency purchase will be requested from the Granite School District Board of Education on August 1, 2023.

			PURCHASE O	RDER	NO:	470080
			The purchase order number MUST Invoices, Packing Slips and Packag	Date:	07/20/2023	
(SCHO 2500 S Salt Lake	OLD South Str City, UT 385) 640	Invoice to - Attn: Accts Payable 2500 South State Stre Salt Lake City, UT 84 ap@graniteschools.org 64115-3110 5-4518	et 115-3110	Internal Reg #: Buyer:	730716 DP
VENI	DOR: B 2 F	ORDEI 400 ARGO	R STATES INDUSTRIES INC 38TH STREET SOUTH ND 58104 Receivir M-F 7:0	TO: ng Hours: 0 AM - 2:30 PM	GRANITE SCHOOL ELECTRICAL SHOP 380 WEST 3050 S SALT LAKE CITY,	DISTRICT OUTH UTAH 84115
	V (ENDOR	R NO: 027025 539-5282 Fax (801)268-2592			0007 (4)
		INUT	DECODIDUCIÓN		UNIT	
ITEM	UIYU		DESCRIPTION		UNIT	
01	0		2024009 TAYLORSVILLE SR		0.00	0.00
02	1 L	TO	REPLACE MAIN SWITCHGEAR WITH NEW BRI	EAKERS.	115,800.00	115,800.00
			EMERGENCY PURCHASE			
			**BOARD APPROVED: 08-01-23.			
			DISTRICT CONTACT PERSON: RICHIE JORGENSEN, 385-646-4275.			
			CHANGE ORDERS: TOTAL PAYMENTS WILL I EXCEED THIS P.O. AMOUNT WITHOUT A SI CHANGE ORDER. CHANGE ORDERS MUST BI SIGNED, SUBMITTED TO THE PURCHASING DEPARTMENT AND APPROVED BY THE PROCU OFFICER PRIOR TO BEGINNING ANY EXTRA THE PROCUREMENT OFFICER WILL NOT EXI CHANGE ORDER UNLESS SUFFICIENT FUNDS AVAILABLE.	NOT IGNED E UREMENT A WORK. ECUTE A S ARE		
					Sub-Total: Freight: PO Total:	115,800.00 0.00 115,800.00

Granite Sc	IMPORTANT INSTRUCTIONS TO VENDOR	
Account(s) that will be charged	To be filled out by the receiving school/department	2. Orders must be shipped F.O.B. Destination, Freight PrePaid, unless other shipping instructions are described in this order.
	Okay to pay items marked "①" Okay to pay items marked "②" Okay to pay items marked "③" Okay to pay items marked "④" Okay to pay items marked "⑤" There is more to be received	Director of Purchasing (or Assigned Agent) 7/20/23

Date: Jul 19, 2023

Quote: SLC23-4313-1





Border States Electric 898 W Fine Drive Salt Lake City UT 84119 Phone: (801) 268-2555 Fax:

From: JD Palmer Quoter Ph: (801) 639-5309 Email: JPalmer@borderstates.com

ProjectTaylorsville High School - Bolted
Pressure SwitchLocationTaylorsville UT
SLC23-4313-1

To:

For Bid Date Jul 19, 2023 Expires Aug 18, 2023

QTY	Туре	Part		
1	2500 AMP			
1	1600 AMP			
1	STUDIES			
			Total:	\$115,800.00

Terms and conditions of sale:

Subject to Border States terms and conditions of sale:

(found at https://www.borderstates.com/termsAndConditions#) and acceptance by an officer or Manager or Border States. Any offer to purchase is subject to approval of our Credit Department.

Any freight estimates, are estimates only. Additional freight and fuel surcharges will be assessed and applied as needed.

Taxes are not included.

Unless otherwise stated in the quote, the quoted price is based on all items being directly shipped from the manufacture to your storage facility or to the job site. Stage and store services are available for an additional fee. Contact your Border States Account Manager a quote for stage and store services.



Eaton Corporation Electrical Services & Systems 4752B West California Avenue, Suite 100 Salt Lake City, Utah 84104 Cell: (M)385-296-8424 Email: KellyFCook@eaton.com

7/10/2023

TO: Scott Flint Border States Electric Supply – Salt Lake City, Utah (BORDER STATES ELEC PHOENIX AZ)

End-User: Granite School District (163562)

RE: Proposal Number: SL84-230706-01-KC Subject: Taylorsville High - BPS Retro's Jobsite Location: Salt Lake City, Utah

Thank you for considering Eaton's Electrical Engineering Services & Systems (E-ESS) for your electrical solutions requirements. This proposal outlines our proposed scope of work at your facility.

Scope of Work

Eaton will provide the necessary field service personnel, tools, materials, and approved test equipment to perform the following work as described below.

Eaton's Scope of Work:

Item Type

- 1 1600A Fixed Retrofill, M/O, with 1150 LSIG(4W) Trip Unit (Quantity 1)
 - 50kA Interrupting.
 - Includes Neutral Sensor.
- 2 2500A Fixed Retrofill, M/O, with 1150 LSIG(4W) Trip Unit (Quantity 1)
 - 50kA Interrupting.
 - Includes Neutral Sensor.
- 3 Field Services Engineering Site Data Collection Visit (per day, standard time).

Note: Breaker can be changed to Electrically Operated, if the customer would like.

General Notes:

- A site data collection visit is required before a design can be produced. A bus outage and DOC FSE are required to perform a site visit, per EESS Safety policies. No work will be performed if an FSE is not present. Work bid as performed Monday-Friday ST hours only. For evening and Saturday site visits, over time adder will applies. Holidays and Sundays are Premium Time Adders.
- The installation package will include breaker, mounting provisions, and panel or door.
- Material and installation labor are included in this proposal.
- Control power wiring is the responsibility of the DOC/Installer. Wiring of controls is the responsibility of the DOC/Installer.
- Standard Magnum DS Breaker Accessories are the responsibility of the DOC/Installer.

- Extra cover panels and IR window cut-outs quoted separately.
- Longer than expected bus runs may require a cost adder.
- Trip units are shipped at their factory default settings. Before energization, they must be adjusted to the required in-service values according to a site coordination study. Eaton Power Systems Engineering can be contracted to perform a site coordination study.

Standard Features

- Controls and indicators are functionally grouped together on the front cover.
- Through the door design permits easy and safe access to the front cover controls and trip unit.
- Rigid frame of high strength engineered thermoset composite resins.
- Compact and Lightweight.
- Spring stored energy mechanism.
- Field installed accessories.
- 100% rated for continuous operation.
- 3 cycle closing.
- Digitrip microprocessor based true rms sensing trip units.
- Patented "Heal-Toe" contact.
- "C" loop current path.
- Braided current path connections.
- Sealed Arc Chambers Insulating and isolating arc chambers.
- Finger proof secondary contacts (Magnum DS side).
- Mechanical main contact wear indicator.
- One piece arc chutes and covers.

Note for Retrofill:

Pricing includes a panel, circuit breaker, and components for conversion of a bolted pressure switch to a Magnum DS. Items 1 and 2 are quoted as **fixed** circuit breakers with the **1150 LSIG Digitrip** and are **Manually Operated (M/O)**. On Site Installation labor is included – factory test sheets, material, and mechanical drawings are provided.

Shipment (Standard way is L-T-L FOB point of shipment, pre-paid and allowed to the first US destination (forty-eight contiguous states). FOB Destination is per Eaton Selling Policy 25-000 and is a 2% net adder.)

F.O.B. Factory shipment is 20-22 weeks after receipt of order, completion of site data collection visit, and approval of customer approval drawings. Please allow 8-10 weeks after site measurement visit for customer approval drawings, if required. Please note that this lead time may be affected by COVID-19. Please consult factory for current lead times at the time of order placement.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

All terms are per the Eaton Selling Policy 25-000 unless amended or modified in writing by Eaton. The price set forth in Seller's quotation is based upon costs associated with copper and other electric-grade raw materials that were in effect on the date of this quotation. If the costs of such electrical-grade raw materials increase at the time of order placement, then we will negotiate a good faith price adjustment to an appropriate level.

A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

Pricing

To provide the services as described in the scope of work above, Eaton would charge:

Item	Description	Price (NET)			
001	1600 Amp Magnum DS Retrofill.				
002	2500 Amp Magnum DS Retrofill.				
003					
004					
	Total Price:	\$112,300.00			
Options:					
001A	Studies	\$3,500.00			
002B					

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, you must contact us to adjust the price accordingly.

Clarifications and Exceptions

- This proposal was prepared based upon Eaton's understanding of the documentation and discussions listed in Eaton Scope of Work. If a change to the system functionality, hardware and/or software is to be used, or scope of work is presented to Eaton, then Eaton will respond by issuing an addendum to this proposal describing the impact on the schedule and cost of the system or work additions or subtractions.
- 2. If a job is cancelled, delayed, rescheduled, or postponed 5 days or less prior to scheduled service, Eaton reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater)
- 3. Delays and stand-by time beyond the control of Eaton, extras, and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems Price List PL02700001E.
- 4. Eaton has not included any applicable sales tax in this proposal
- 5. All testing will be performed per Eaton standard testing guidelines unless otherwise specified.
- 6. All device settings to be supplied by others and power system studies are not included
- 7. This service is weather permitting if this is outdoor equipment.
- 8. No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal
- 9. Training on customer equipment is not included in this proposal
- 10. Power monitoring and Automation is not included in this proposal
- 11. Relay setting file development is not included in this quote
- 12. Drawings and updated submittals are not included in this proposal

3rd party UL inspection not included. Requirements for UL listed components are the responsibility of the end user.

Delivery

Schedule: The scheduling of work will be mutually agreed upon between the customer and Eaton. Three weeks advance notice is required for scheduling.

Equipment: Equipment shipment will be F.O.B. point of origin and is estimated (as of the date of this proposal) at 20 to 22 Weeks after receipt of an order and all necessary technical information. Estimated shipment dates subject to change.

Safety Clarifications

- 1. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm2.
- 2. To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
- 3. For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
- 4. Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two Eaton personnel. Additional charges will apply.
- 5. The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA 70E requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be an adder at the current rate per hour, unless included within the Eaton scope of work.

Customer Responsibilities

- 1. Providing free access to equipment within their facility.
- 2. Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- 3. Identifying site contact for this project.
- 4. Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- 5. Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- 6. Providing a copy of the past maintenance records to Eaton personnel.
- 7. Providing manufacturers maintenance manuals upon arrival of Field Engineer(s).
- 8. Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.

- 10. Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- 11. Providing special tools supplied by equipment manufacturers.

Safety Training of Eaton Field Personnel:

- 1. All Eaton field personnel received training to meet or exceed NFPA 70E requirements, and appropriate personal protective equipment (PPE) have been issued.
- 2. The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

Stand-by Time

- 1. Stand-by time is defined as Eaton time spent on-site waiting for personnel or access to equipment necessary to perform the required steps for the service work outlined within this proposal.
- 2. Under the terms of this proposal, stand-by time is not included within the Scope of Work.
- 3. Stand-by or delays that are outside the immediate control of Eaton will be charged separately at published services rates plus any applicable expenses.

Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by the addressee to evaluate and respond to this submittal. By accepting this submittal from Eaton, the addressee agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 dated September 1, 2021. This offer is valid for 30 days from date of issue unless otherwise extended, modified, or withdrawn, in writing, by Eaton Corporation. Payments are due and payable net within thirty (30) days from the date of each invoice. A 3.5% surcharge will be added to all credit card transactions except where prohibited.

To accept this proposal, please:

- 1. Reference: SL84-230706-01-KC
- 2. Issue a purchase order to EATON CORPORATION
- 3. Email purchase order to KellyFCook@eaton.com

Acceptance of proposal signature: _____

A hardcopy of the purchase order must be received by Eaton prior to service being scheduled.

Should there be any further questions or needs, please contact at any time. It is a privilege to have this opportunity to be of service. Eaton's Electrical Services & Systems looks forward to working with you on this project.

Sincerely, Kelly F Cook (SL84) Kelly F Cook (SL84) KellyFCook@eaton.com (M)385-296-8424 Service Sales Engineer Eaton Corporation **Electrical Services and Systems**

Eaton Services Links

- Eaton Electrical Services Line Card •
- Power Systems Engineering line card •
- •
- Switchgear Modernization Options

 o
 Low Voltage Replacement Circuit Breakers

 - <u>Low Voltage Retro fill</u>
 <u>Medium Voltage Replacement Circuit Breakers</u>
- **Customer Training**
- Arc flash Safety Solutions •
- Arc flash Reduction .



Commitment to Safety

Schneider Electric is dedicated to providing industry leading products, solutions and services for today and the world of the future. We are committed to globally implementing superior safety practices, education and awareness. Our employees understand their responsibilities and are encouraged to embrace safety as a lifestyle. This global model not only applies to our internal business and manufacturing facilities but is equally integrated into our products and the services provided to our customers.

Schneider Electric has received many acknowledgements for its workplace safety practices including:

- The Robert W. Campbell Award Presented by the National Safety Council (NSC) for world class
 operational safety practices. This honor has only been achieved by ten other organizations
 worldwide. (2009)
- The Occupational Excellence Achievement Award (2009) Presented by the National Safety Council (NSC)
- Green Cross for Safety Medal (2011) Presented by the National Safety Council (NSC).
- The Safety Award for Excellence (2012) Presented by The Electrical Safety Foundation International

Through research, revolutionary engineering and innovative design, we strive to protect not only our employees, but our customers and the end users of our products and services.

Introduction

Per our understanding of your request and associated correspondence, Schneider Electric USA, Inc. (SEUSA) Services has based our offer on the information contained within this proposal. If this information is not accurate or there are changes to the proposed scheduling, then additional charges may apply.

Scope of Work

Schneider Electric Services will perform the Scope of Work identified in this proposal per the following price:

2500A MTZ Retrofil - MDP2 \$ 58,397.00

- Note: Pricing is based on (2) Breaker Retrofills
- o 1-SRVLVMMPT-Low Voltage Retrofill & Custom Solutions
 - Schneider Electric USA, Inc. (SEUSA) Services will remove (1) existing fused BP switch and retrofill it with (1) Masterpact MTZ circuit breaker. As no shortcircuit current rating is available at this time, the breaker as quoted is rated 65kA at 480Vac. Should the subsequent study show that a breaker of a higher rating is required, additional costs will apply.
 - NOTE: A System Coordination Study is required when replacing a current limiting switch with a current interrupting circuit breaker. SEUSA can perform this service for an additional fee.
- o ERMS
 - Schneider Services (SEUSA) proposes to activate (1) Masterpact MTZ breaker with the ERMS Digital Module feature, per NEC 240.87. This will allow the breaker to switch to a Maintenance Mode which, when used in conjunction with a proper study, will provide reduced arc flash incident energy (AFIE) by temporarily lowering the instantaneous pickup setting of the circuit breaker control unit.
 - Note
 - If left in Maintenance Mode, selective coordination is compromised, which could lead to nuisance tripping. Proper use of an ERMS system requires an arc flash study to determine the optimal settings for the breaker trip unit in Normal and Maintenance Mode and to determine the AFIE in both modes. Unless stated in this proposal, the study is not included and is to be provided by others; however, SEUSA can include for an additional fee.
- Engineering Site Visit
 - A site visit will be required by a SEUSA Services engineer to obtain the necessary measurements required for the design. A bus outage of 8 to 10 hours will be required for this visit. SEUSA Services will require a 6-8 week notice to schedule this visit.
 - This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted.
- o Labor
 - SEUSA Services will supply and install all necessary components to connect the breaker to the existing system. This includes: new copper bus, front door, bus supports, and breaker mounting plate

- This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted.
- o Estimated Lead Times after receiving PO
 - 8 weeks Engineering Site visit
 - 15 Weeks after engineering site visit for parts.
- 1600A MTZ Retrofil MDP2 \$55,523.00

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Note: Pricing is based on (2) Breaker Retrofills

- 1-SRVLVMMPT-Low Voltage Retrofill & Custom Solutions
 - Schneider Electric USA, Inc. (SEUSA) Services will remove (1) existing fused BP switch and retrofill it with (1) Masterpact MTZ circuit breaker. As no shortcircuit current rating is available at this time, the breaker as quoted is rated 65kA at 480Vac. Should the subsequent study show that a breaker of a higher rating is required, additional costs will apply.
 - NOTE: A System Coordination Study is required when replacing a current limiting switch with a current interrupting circuit breaker. SEUSA can perform this service for an additional fee.
- o ERMS
 - Schneider Services (SEUSA) proposes to activate (1) Masterpact MTZ breaker with the ERMS Digital Module feature, per NEC 240.87. This will allow the breaker to switch to a Maintenance Mode which, when used in conjunction with a proper study, will provide reduced arc flash incident energy (AFIE) by temporarily lowering the instantaneous pickup setting of the circuit breaker control unit.
 - Note
 - If left in Maintenance Mode, selective coordination is compromised, which could lead to nuisance tripping. Proper use of an ERMS system requires an arc flash study to determine the optimal settings for the breaker trip unit in Normal and Maintenance Mode and to determine the AFIE in both modes. Unless stated in this proposal, the study is not included and is to be provided by others; however, SEUSA can include for an additional fee.
- Engineering Site Visit
 - A site visit will be required by a SEUSA Services engineer to obtain the necessary measurements required for the design. A bus outage of 8 to 10 hours will be required for this visit. SEUSA Services will require a 6-8 week notice to schedule this visit.
 - This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted.
- o Labor
 - SEUSA Services will supply and install all necessary components to connect the breaker to the existing system. This includes: new copper bus, front door, bus supports, and breaker mounting plate
 - This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted.

- o Estimated Lead Times after receiving PO
 - 8 weeks Engineering Site visit
 - 15 Weeks after engineering site visit for parts

Coordination Study - \$3,500.00

- Note: Pricing is based on (2) Breaker Retrofills
- **Recommended System Coordination Study Pricing Deliverables
- One (1) TCC per new breaker that includes the new breaker, the largest downstream device and upstream device (excludes utility equipment).
- One (1) Setting Table that only includes the new breakers Confirmation that the short-circuit rating is adequate Boundaries.
- Scope is limited to the deliverables shown above. Customer must request a quote if they want an arc flash risk assessment performed
- Customer or other to collect needed information:
 - Existing settings (if any)
 - Largest Downstream and/or Upstream Breaker Settings
 - (If applicable) All equipment that used the Bolt-Loc for series rating.
 - This scope does not include providing any labels for arc flash or NEC 110.16(B)
- > An outage of approximately 2 days 10 hours is expected to perform the work.
- If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Clarifications

- NOTICE: Custom engineered solutions from Schneider Electric Services are designed and built to meet applicable UL/ANSI/IEEE standards, but will not carry third party labeling. A UL field evaluation for UL labeling can be provided at additional cost.
- It is recommended that the customer have short circuit analysis done on their system to verify available fault currents which can be performed by SEUSA Services for an additional fee.
- SEUSA Services will not perform this retrofill until a system coordination study has been completed. It must be shown that it is acceptable to change from a fused switch (current limiting) to a circuit breaker (current interrupting). If the customer has a recent study this is acceptable or this can be performed by SEUSA Services for an additional fee.
- Customer is responsible for providing trip unit settings for proper coordination with the existing system. Retrofill breaker will be shipped with factory trip unit settings. A system coordination study is available from SEUSA Services for an additional fee.
- Customer to provide existing breaker control schematics and wiring diagrams where possible for best retrofill integration.

- The Scope Of Work and Bill Of Material provided in this quotation are strictly and specifically, as stated. Any changes or additions may require the quotation to be revised, which may result in a price change.
- Schneider Electric-Services has prepared this quotation in good faith, according to our understanding of the information and/or specification(s) provided. Schneider Electric reserves the right to offer revised pricing, Bills of Material or Scope of Work in the event of an omission or mis-interpretation of the specification.
- If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.
- This quote is based on the information provided. The site visit will determine the final feasibility of the design. Pricing may vary based on additional information obtained during the site visit.
- Customer and/or Contractor is responsible for all handling and rigging necessary for gear placement.
- Quote assumes switchboard has existing 120vac control power or to be supplied by others.
- "All lead-times referenced within this proposal are estimates only, unless specifically noted as a
 committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times
 may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time
 may increase, we will notify you as soon as we are aware, to lessen the impact to the project."

Customer Responsibilites

- > To receive and store all material in safe, secure, temperature-controlled facility. If customer cannot accept storage, we can store the gear at our facilities for a monthly fee.
- Identification, labeling, and removal of all hazardous wastes.
- > Schedule power outage with the local utility or production and absorb all related costs.
- > Provide lighting and 120V power with GFI for Field Services' on-site electrical equipment, if required.
- > Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.
- > Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA70E.
- > Provide qualified individual for grounding of equipment as required.
- Provide proper workspace clear of obstruction with adequate temporary lighting for the walkways and emergency exits. "Work will not commence until adequate lighting is in place."
- > Provide a phone with defined emergency contact and site location in event of an emergency.
- > Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)
- > Labor and expense cost overrun due to:
 - Delays by others
 - Lack of equipment readiness for services outline herein

Work Not Included

- > Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.
- > Development of switching procedures and/or MOP's.
- > Update of original factory order drawings.
- > Additional site visits or meetings beyond that required to perform the scope of work above

This price includes all travel, mileage, expenses and any applicable Field Service Reports that will document and detail the services performed.

This proposal is subject on the following:

- > Price quoted does not include any state, federal, or local taxes.
- > Service will be scheduled after receipt of order.
- > If tax exempt, exempt certificate must accompany purchase order.
- > Payment is due upon receipt of invoice.

Schedule

Services should be scheduled at least 15-20 working days in advance (40 days for holidays) and cancelled at least two working days in advance of scheduled start of service.

Parts Delivery

*Please allow up to 25 weeks for delivery of parts following receipt of order.

Payment Schedule

All projects will be billed based on execution milestones, schedule of values to be provided after receipt of PO. SEUSA may invoice purchaser monthly for all work performed, and for all equipment delivered to the job site or to an off-site storage facility. Purchaser may delay the work, for a period not to exceed 60 days, by giving notice to SEUSA, and purchaser shall pay for all work prior to the delay and will pay all costs incurred by SEUSA because of such delay.

Proposal Acceptance

Due to the extreme volatility in the commodities markets, this quotation is valid for only 30 days. Currently there is extreme volatility in the steel markets (especially electrical steel) due to the evolving nature of the tariffs. We will do our best to hold the pricing but there are many factors beyond our control and these potential increases would be passed along to the customer. It is also assumed that this project will be executed within 12 months. If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer.

In addition, any changes to the Scope of Work or Bill of Material will require a revised quotation which may result in a price change.

Click the link below or copy the URL and paste it into your browser to locate a SEUSA Services support center nearest you. Link: <u>https://www.schneider-electric.us/en/work/support/locator/</u>

Purchase Orders must be made out to the following:

Schneider Electric USA, Inc. 200 N. Martingale Rd, STE 1000 Schaumburg, IL 60173

The following information is required:

- > Site contact name
- > Phone number
- > Email address

Please also include SEUSA account number (if known).

Information on Additional Offers

- > Electrical Distribution Services Website
- > Modernization & Upgrade:

- Website: Schneider Electric Modernization Solutions
- Blog: <u>True Cost of Switchgear Replacement</u>
- White Paper: Guidelines for Modernizing Existing Switchgear
- Videos: <u>Resource webpage</u>
- Brochure: Switchgear Modernization Brochure
- Catalog: Circuit Breaker Modernization Selection Guide
- > Arc Flash Safety:
 - Website: Schneider Electric Arc Flash Safety
 - Blog: NFPA 70E 2018 Updates
 - White Paper: Mitigating Arc Flash Hazards
 - Video: Power System Assessment
 - Brochure: Engineering Services

Terms and Conditions

The work described in This quotation shall be governed by Schneider Electric's Standard Terms and Conditions of Sale, which may be found at:

www.schneider-electric.us/termsandconditions

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Schneider Electric.

T&C's Regarding Covid-19

Delivery and Schedule

Dates for delivery, schedule, or execution for Services or Products set out on a Purchase Order are subject to confirmation by SE and until such confirmation may change solely based on SE's circumstances. All confirmed dates are based on the prompt receipt by SE of all required information enabling achievement of such dates and SE reserves the right to change such dates in the event additional information is necessary or other information was not provided.

DISCLAIMER: The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in SE's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by SE (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of SE's (or its subcontractors') employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing SE to contractual sanctions including without limitation, delay penalties, liquidated or other damages or termination for default.

PRICING CLARIFICATION: Due to the extreme volatility in the commodities markets, this quotation is valid for only 30 days. Currently there is extreme volatility in the steel, copper and plastics due to the evolving market conditions. We will do our best to hold pricing, but there are many factors beyond our control and these potential increases would be passed along to the customer. It is also assumed that this project will be executed within 12 months. If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer.

SHIPMENT CLARIFICATION: All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities

markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.