Revised Purchase Order

TEXAS A&M	Purchase Order				
UNIVERSITY	Purchase Order Date	PO/Reference No.	Revision No.	Revision Date	
	Feb 14, 2025	AB0999398	1	Feb 14, 2025	
Sales Tax Exemption	Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer.				
Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes	If not, please contact the Customer.				
of Texas, for all purchases made for the exclusive use of Texas	Buyer Contact:				
A&M.	Buyer	Buye	r Email	Buyer Phone Number	
The laws of the State of Texas shall govern this Purchase	kak - Kanevsky, Kri	stina kkanevsky	@tamu.edu	979.458.8127	
Order.	Customer Contact:				
	Name:	TAM	U ORDERING DEP	Г 02-CLVM	

dcvmacct@cvm.tamu.edu

+1 979-458-2427

Member of the Texas A&M University System.

Order acceptance instructions:

For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.

Email:

Phone:

Supplier Information		Delivery Information		
Supplier Name	SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC	Delivery Address TAMUS Member:	02-Texas A&M University (02)	
Address	1650 WEST CROSBY ROAD CARROLLTON, Texas 75006 United States	Attn: Coll of Vet Med Deans Of	Michaela Thomas fice	
FOB / FREIGHT	Destination	VICI 126 BLDG 1814		
Pre-Pay & Add	No	Room:	126	
Payment Terms	0, Net 30	664 Raymond Stotzer Pkw	vy.	
Contract Number - Header	TIPS 22010701	4461 TAMU		
Contract Number - Line Quote number	no value	College Station, TX 77843 United States		
		Delivery Information		
		Required Delivery Date		
		Ship Via	Best Carrier-Best Way	
	Notes	to Supplier		
Shipping Instructions				
Note to Supplier			ontrol System and cameras at Texas A&M ninistration building. Reference attached pricing.	
	-	nt Terms: 100% Net 30 age dates: February 1, 2025	January 31, 2026	
	The ve Attach	ment A, with Texas A&M Univ rocurement Services. The COI	ate of insurance in the amounts indicated in versity listed as an additional insured party, on file must remain in effect until the project is	
		and Conditions, Texas A&M's	asserted by the Contractor and Texas A&M's Terms and Conditions shall in all aspects govern	

/18/25, 3:03 F	ΡM		Fax
Attachments	s for supplier		
Attachme	'M Security ent A - Mi M Install		
PO Clauses			
Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	100	Order Acceptance Instructions - TAMU	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
	102	Terms & Conditions - TAMU	Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: http://purchasing.tamu.edu/_media/tamu-bid-terms1.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Scheduled Preventative Maintenance – (4) 8-hour visits per month – 384 hours totalannually across all sites	NONE	EA	94,855.00 USD	1 EA	94,855.00 USD
		I				

94,855.00 USD

Total

Billing Information Billing Address To assure timely payment please e-mail invoices to the email provided in Texas A&M University-Accounts the bill to address. If the invoice is sent via email, please do not send a Payable duplicate copy through the mail. Only if email is not an option then submit ***Do Not Mail Invoices*** invoices to the billing address indicated in the "Billing Address" section. To Email invoices to invoices@tamu.edu inquire about electronic invoicing via cXML, CSV or PO flip through the 750 Agronomy Rd Suite 3101 supplier portal, e-mail vendorhelp@tamu.edu. 6000 TAMU Invoice must include the PO/Reference number shown above. College Station, TX 77843-6000 United States

Texas A&M College of Veterinary Medicine

Service Dan

Prepared by

For

Mark Holmes Phone: 713-259-9767

Texas A&M College of Veterinary Medicine

Vet Med Rm 101, VMA, Bldg 1026 College Station, TX 77843

For the period 2/1/2025 to 1/31/2026 Based on Schneider Electric TIPS Contract #22010701



1/15/2025

www.schneider-electric.com/buildings



Plan Agreement

Schneider Electric proposes to provide a Customer Service Plan Agreement as described herein for the Access Control System and cameras at Texas A&M University, Veterinary Medicine Administration building. Buildings include; Small Animal, Large Animal, Research, VIDI, VICI, VENI, VMA, VMS, VTH, and Schubot Exotic Bird Health Center Buildings. The Schneider Electric Service Plan is designed to maximize system performance and take the risk factor out of your system maintenance. By proactively providing service to avoid costly downtime, Schneider Electric will ensure that maintenance work is performed on schedule and services are guaranteed to deliver system performance.

AN INTRODUCTION TO A CUSTOMER SERVICE PLAN AGREEMENT

The benefits you can expect from Schneider Electric Customer Service Plan Agreement:

- Maximum Availability of Schneider Electric resources to provide solutions when needed.
- Proficient Assistance in meeting your current and changing objectives.
- Convenience in obtaining the services when they fit your facility's needs.
- Flexibility in selecting those features that provide you the most benefit.
- Maximum Uptime through system analysis, scheduled service and prompt response to repair needs.



Master Service



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Your Agreement Investment

This service agreement will be for an original term of 12 months, beginning on <u>2/3/2024</u>, with subsequent annual pricing indicated below.

Scope of Work

- Scheduled Preventative Maintenance (4) 8-hour visits per month 384 hours total annually across all sites
 - Review customer's Logbook of system issues to be addressed
 - Perform any necessary repairs (Repair Material not included and will incur additional cost)
 - Perform regular inspections and servicing tasks of site equipment (Equipment Schedule and task list attached)
 - o Backup of Schneider Electric system files and database

• Contract Customer Discounts

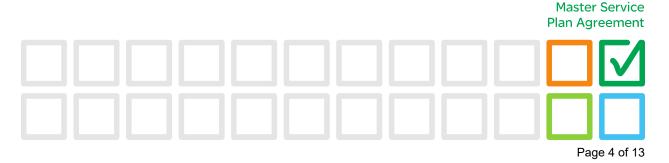
Additional work performed outside of service agreement can be quoted or provided at a time and material rate equivalent to 40% discount from published list price on Schneider Electric materials and 20% discount from standard labor rates.

• Hardware Warranty

Schneider Electric will repair or replace defective hardware listed on Equipment Schedule. Repaired or replaced hardware shall be provided with a 90-day warranty if failure is outside the terms of this Service Plan. The Texas A&M University Plan includes labor to diagnose, remove defective hardware, or to install replacement or repaired equipment.

- SE will not replace any devices that were not provided by SE (for example... cameras, servers)
- SE will provide preventive maintenance on these devices, but not failure replacement
- SE is to be provided service access to any devices to be serviced, including at the device and at the workstation (for example...cameras)





This agreement will renew annually, unless either party changes the services covered or the annual investment. **Texas A&M College of Veterinary Medicine's** annual investment in this program is shown below:

Description	Annual Price	Term
Total: 4 days / mo – 384 hours total	\$94,855.00	12 Months

For services designated herein and included in attached addendums, Texas A&M College of Veterinary Medicine agrees to pay Schneider Electric the amount of **Ninety-Four Thousand, Eight Hundred Fifety Five DOLLARS AND Zero CENTS (\$94,855.00)** to be invoiced in equal Monthly installments. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Schneider Electric. Schneider Electric must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

Payment terms will be no greater than 30 days after Schneider Electric' invoice date. Schneider Electric reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of Texas A&M College of Veterinary Medicine's credit shall relieve Schneider Electric of any and all obligations pertaining to work or performance of work.





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We would appreciate your signature in the space provided below as your acceptance of this agreement.

PROPOSAL OFFERED BY: Mark Holmes

DATE: 1/15/2025

Texas A&M College of Veterinary Medicine Schneider Electric Acceptance Acceptance Accepted by:

Accepted by:

Name typed:

Title: _____

Title: _____

Date: _____

Date: _____

Name of Firm or Organization: Texas A&M College of Veterinary Medicine Vet Med Rm 101, VMA, Bldg 1026 College Station, TX 77843

Schneider Electric 10305 Round Up Lane, Bldg A, Ste 100 Houston, TX 77064

Billing Address

Purchase Order No.





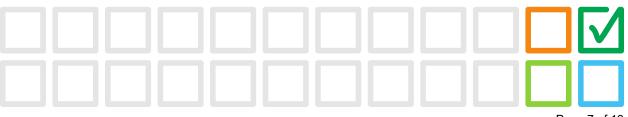
Master Service Agreement

TERMS AND CONDITIONS

900512MSA R07/15/21

- A. Planned and / or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the contract.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon the customer identified in this agreement to which these Terms and Conditions are attached or incorporated by reference (hereinafter "Customer") operating and maintaining systems / equipment. The Customer will do so according to industry-accepted practices and in consideration of our recommendations.
- C. The Customer will provide and permit reasonable access to all covered equipment. Schneider Electric Buildings Americas Inc. (hereinafter "Company") will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified the Customer that he has arrived on the premise.
- D. The Company shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
- E. In the unlikely event of failure by the Company to perform the obligations in this contract, the Company's liability is limited to repair or replacement of product at its option, and such shall be the Customer's sole remedy. Under no circumstances will the Company be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of the Customer's tenants or clients, or any special, indirect or consequential damages.
- F. The agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, nor unserviceable equipment such as ductwork, boiler shell and tubes, unit cabinets, boiler refractor material, electrical wiring, hydronic or pneumatic piping, structural supports, etc. Manual operation of equipment or systems is also excluded from this coverage, unless clearly included by amendment.
- G. The Company is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be borne by the Customer and will be incremental to the contract price.
- H. The agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by the Company.
- I. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by the Company. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- J. The Company shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.
- K. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
- L. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be. This agreement shall be





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interpreted and governed by the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

- M. The Company shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. The Company shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. The Company shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- N. Only the Company's personnel or agent are authorized to perform the work included in the scope of this agreement. The Company may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.
- O. This agreement and all rights hereunder shall not be assignable unless approved by the Company in writing.
- P. In the event of additional freight, labor, or material costs resulting from the Customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at the Company's currently established rate.
- Q. The Company's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Company encounters such material in performing its work, the Company will have the right to discontinue work and remove its employees until the hazard is corrected by the Customer or it is determined no hazard exists.
- R. This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- S. This agreement does not include the disposal of hazardous waste.
- T. The Customer acknowledges and agrees that any purchase order issued by the Customer, in accordance with this agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Customer's purchase order will have any force or effect.
- U. The Customer acknowledges that the Company's employees are valuable assets to the Company. The Customer agrees to pay the Company an amount equal to 12 months of salary for each the Company employee who worked at the Customer's facility that is then hired by the Customer at any time during the term of this agreement and for six months thereafter. In addition, the Customer agrees to reimburse the Company for all costs associated with any training the Company provided to such employees during the three years before the date the Customer hires such employees.
- V. Unless otherwise provided in the body of this agreement, this master service agreement will be for a term of one (1) year ("Initial Term") from the date hereof and from year to year thereafter until terminated subject to annual price adjustment at each anniversary of this agreement to reflect increases in labor and material costs as well as system expansion, if any. Either party may terminate this agreement at any time with 90 days written notice, with or without cause, provided, however, that if the Customer cancels this agreement without due cause during the Initial Term of this agreement, the Customer shall pay the Company 25% of the annual price in addition to any previous amounts paid.
- W. This agreement excludes repair of pre-existing conditions that are required to place this equipment into proper operating condition upon acceptance of this agreement.





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- X. Disclaimer. Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed 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 Company'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 the Company (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
- Y. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
- Z. Ethics and Compliance with Laws._Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: https://secure.ethicspoint.eu/domain/media/en/qui/104677/index.html.

AA. Cybersecurity.

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

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

(b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at

<u>https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp</u> or otherwise provided to Customer;

(c) regularly monitor its Systems for possible Cyber Threats;





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(d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and

(e) meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <u>https://www.se.com/us/en/download/document/7EN52-0390/</u>, as may be updated by Company from time to time, and then-current industry standards.

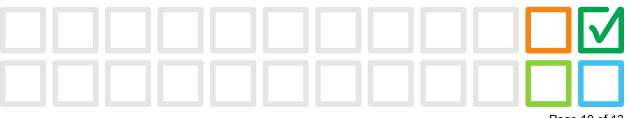
- 3. Customer's Use of the Products, Software, and Services: Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.
- Identification of Cyber Threats: If Customer identifies or otherwise becomes aware of any 4. vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company 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 Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

BB. Import and Export.

- The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- 2. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an 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



Master Service Plan Agreement

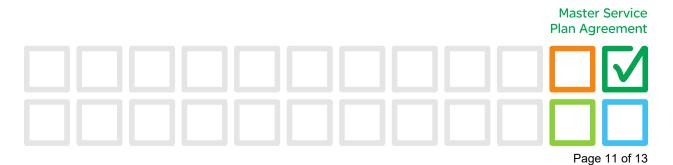


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applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

3. 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 Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.





Equipment Schedule

The following equipment is covered under warranty for selected Service Agreements for Veterinary medicine campus including the Small Animal Building, Large Animal Building, Research Building, VIDI, VICI, VENI, VMA, VMS, VTH buildings, and Schubot Exotic Bird Health Center

Network Controller / SP-C 2 Door Controller / SP-MRDM2	14 11
SP-IO84 Expander	4
Proximity Readers (Include Gate Readers)	1 LOT 1 LOT
Magnetic locks (Strikes and Mag locks) High Resolution Fixed Cameras	1 LOT
High Resolution PTZ cameras	1 LOT
Digital Transmitters	1 LOT
Digital Receivers	1 LOT
Integral DVR with Expansion storage Door request to exist buttons	1 LOT 1 LOT
Door prop alarms	1 LOT

The following equipment will be addressed at least once throughout the contract term during the scheduled Monthly Maintenance visits unless PM visits were used to address issues identified by the owner for Veterinary Medicine campus including the Small Animal Building, Large Animal Building, Research Building, VIDI, VICI, VENI, VMA, VMS, VTH buildings, and Schubot Exotic Bird Health Center building

Network Controller / SP-C 2	14
Door Controller / SP-MRDM2	11
SP-IO84 Expander	4

Proximity Readers (Include Gate Readers)	1 LOT
Magnetic locks (Strikes and Mag locks)	1 LOT
High Resolution Fixed Cameras	1 LOT
High Resolution PTZ cameras	1 LOT
Digital Transmitters	1 LOT
Digital Receivers	1 LOT
Door request to exist buttons	1 LOT
Door prop alarms	1 LOT

Service Procedures

Procedure #1: Service Maintenance for Host Computer Workstation WORK DESCRIPTION SUMMARY Step 1 Check and set computer date/time





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Step 2 Check and set holiday schedule

- Step 3 Check and set daylight savings
- Step 4 Check and set off normal points
- Step 5 Check Docutrend cell inquiry
- Step 6 Check Docutrend RW online files
- Step 7 Check and set automatic report generation
- Step 8 Check Network controller (SP-C) synchronization
- Step 9 Check and set automatic SP-C save
- Step 10 Perform Repair and Compact on *database file*
- Step 11 Restart Securty Expert software
- Step 12 Clean exterior surfaces
- Step 13 Complete report

Procedure #2: Service Maintenance for Schneider Electric Controllers / Network Interface: WORK DESCRIPTION SUMMARY

- Step 1 Check operation of Controller and network interface
- Step 2 Check all cable and connectors
- Step 3 Connect to all nodes on the Controller and Sub LAN to record functional abnormalities
- Step 4 Check and verify 3rd party communication software if applicable

Step 5 Complete report

Procedure #3: Service Maintenance for Power Fail Restart Sequences:

WORK DESCRIPTION SUMMARY

Step 1 Prior to any work being carried out; Schneider Electric will seek approval from Maintenance Operator

Step 2 Make notation of existing controller schedules

Step 3 Verify Event Sequence 0 (Create this sequence if it does not exist)

Step 4 Make necessary changes to Event Sequence 0 for proper restore action Step 5 Complete report

Required equipment: Hand Held Console or Computer

Procedure #4: Service Maintenance for Access Controllers and Door Hardware: WORK DESCRIPTION SUMMARY

Step 1 Prior to any work being carried out; Schneider Electric will seek approval from Maintenance Operator

Step 2 Check all DC and AC Power supplies for proper voltage levels

Step 3 Verify controller operation and communication on WAN

Step 4 Visually inspect circuit boards

Step 5 Check Back-up battery for Panel

Step 6 Check Back-up battery for door locks

- Step 7 Inspect door hardware for proper operation
- Step 8 Complete report



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Master Service

Required Equipment: Voltage Meter, Battery Load Device & Computer

Procedure #5: Service Maintenance for Video System Control Console: WORK DESCRIPTION SUMMARY

Step 1 Prior to any work being carried out; Schneider Electric will coordinate work with Security Officer in Charge

Step 2 Visually inspect the operation of all security monitors

Step 3 Manually exercise the pan tilt zoom cameras from the Control Console

Step 4 Verify operation of auto pan operated cameras from Control Console

Step 5 Verify play/record operation of the NVR

Step 6 Complete report

Required Equipment: Access to the Control Console

Procedure #6: Service Maintenance for Video System Cameras:

WORK DESCRIPTION SUMMARY

Step 1 Prior to any work being carried out; Schneider Electric will coordinate work with Security Officer in Charge

Step 2 Visually inspect all camera housings

Step 3 Visually inspect operation of pan tilt zoom cameras

Step 4 Verify operations of heater blower units inside the camera housings

Step 5 Manually focus and verify all fixed position cameras. TAMU to provide full access for SE to VMS

Step 6 Complete report

Required Equipment: Access to each Camera



TEXAS A&M UNIVERSITY (Texas A&M)

GENERAL TERMS AND CONDITIONS FOR DELIVERY, INSTALLATION, START-UP AND TRAINING

1. GENERAL:

- 1.1 Texas A&M and the vendor are referred to throughout these terms and conditions. The vendor is the individual, firm, corporation or any combination thereof performing this installation for Texas A&M,
- 1.2 The bidder shall carefully examine these terms and conditions and secure from Texas A&M additional information, if necessary, that may be requisite to a clear and full understanding of the work.
- 1.3 All delivery, installation, start-up and training by the vendor shall be performed between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise specified, or agreed upon, and only on working days observed by Texas A&M. These working days are usually Monday through Friday of each week.
- 1.4 The vendor shall be responsible for damage to Texas A&M's equipment and/or the workplace and its contents, by its work, negligence in work, and/or it's personnel equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing delivery, installation, start-up and training.
- 1.5 The vendor shall provide all labor and equipment necessary to perform delivery, installation, start-up and training. All employees of the vendor shall be no less than 17 years of age and shall be experienced in the type of work performed. No visitors, wives, husbands or children of the vendor's employees will be allowed in the workplace during working hours, unless they are bonafide employees of the vendor.
- **1.6** The vendor shall at all times have a minimum of one (1) English speaking employee on the job and all employees shall be well-groomed and appropriately dressed at all times when on duty.
- 1.7 Texas A&M is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of delivery, installation, start-up and training is prohibited. Violation of this requirement shall constitute grounds for termination of this purchase. In addition, vendor employees shall observe Texas A&M's smoking policy.
- 1.8 It is the intent of Texas A&M to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need's, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion ln future revisions of these terms and conditions are encouraged.
- 1.9 All parts not specifically mentioned in the Invitation For Bid which are necessary for the system to be complete and ready for operation, or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted Standard of the Industry.
- 1.10 The system provided shall meet or exceed all Federal and State of Texas Safety, Health, Lighting, and Noise Regulations, and Standards in effect and applicable to equipment furnished at the time of manufacture.

2. ABANDONMENT OR DEFAULT:

- 2.1 A vendor who abandons or defaults the delivery, installation, start-up and training work and causes this purchase to be rebid will not be considered for future bids.
- 2.2 This purchase will be void if sold, transferred or assigned to another company without written approval from Texas A&M. Written notification of changes to company name, address, telephone number, etc. should be given to Texas A&M as soon as possible but not later than 30 days from date of change.

3. RESPONSIBILITY FOR DAMAGE CLAIMS:

3.1 The vendor agrees to indemnify and save harmless Texas A&M, its agents and employees from all suites, action or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the delivery, installation, start-up and training by the vendor and from any claims or amounts arising or recovered under the 'Workers Compensation Laws'', Chapter 101, VTCA, Civil Practice and Remedies Code, or any other laws. Vendor further so indemnify and be responsible for all damages or injury from any act, omission, neglect or misconduct of the vendor, his/her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. Vendor shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to Texas A&M.

4. APPLICABLE LAWS:

4.1 The laws of the State of Texas shall govern this purchase, delivery, installation, start-up and training.

5. COMPLIANCE WITH LAWS:

5.1 The vendor shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals In any matter affecting the performance of this delivery, installation, start-up and training including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the vendor shall furnish Texas A&M with satisfactory proof of its compliance therewith.

6. COMPLIANCE:

6.1 Delivery, installation, start-up and training shall be done ln accordance with industry standards and any specifications listed on the Invitation For Bid.

7. MINIMUM INSURANCE REQUIREMENTS:

7.1 Per Attachment A attached with this agreement or solicitation.

Attachment A Insurance Requirements

A. Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University ("Texas A&M"). By requiring such minimum insurance, Texas A&M shall not be deemed or construed to have assessed the risk that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M at least ten days before the effective date of the cancellation.

1. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Payments	\$5,000
Personal / Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000

The required commercial general liability policy must be issued on a form that insures Vendor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

2. <u>Automobile Liability</u>

\$1,000,000 or \$5,000,000

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 (or \$5,000,000 for bus charter companies) single limit of liability per accident for bodily injury and property damage.

3. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for **Texas A&M**. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

- B. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and Texas A&M University as additional insureds up to the actual liability limits of the policies maintained by Vendor. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. If an Umbrella policy is required herein, then the Umbrella, at minimum, must follow form.
- C. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and Texas A&M University.
- D. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- E. Vendor shall deliver to Texas A&M evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Vendor shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- F. Any deductible or self-insured retention must be declared to and approved by Texas A&M prior to the performance of any services by Vendor under this Agreement. Vendor shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. "Certificate Holder" portion of the Certificate of Insurance shall read as follows:

The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and Texas A&M University ATTN: Procurement Services PO Box 30013 1477 TAMU College Station TX 77842-3013

- H. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to <u>purchasing@tamu.edu</u>.
- I. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by Texas A&M in writing.