Meeting of the Board of Directors  
August 28, 2023 - 1:30 p.m.  
THEA Headquarters  
1104 E. Twiggs Street  
First Floor Board Room  
Tampa, FL 33602

For any person who wishes to address the Board, a sign-up sheet is provided at the Board Room entrance. Presentations are limited to three (3) minutes. When addressing the Board, please state your name and address and speak clearly into the microphone. If distributing backup materials, please furnish ten (10) copies for the Authority Board Members and staff. Any person who decides to appeal any decisions of the Authority with respect to any matter considered at its meeting or public hearing will need a record of the proceedings and, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal is to be based.

I. Call to Order and Pledge of Allegiance

II. Public Input/Public Presentations

III. Consent Agenda

A. Approval of the Minutes from the July 24, 2023, Board of Directors Meeting

B. Approval of Amendment No. 3 to Interlocal Agreement between the Tampa-Hillsborough County Expressway Authority and the City of Tampa for use and operation of certain parking lots

IV. Discussion/Action Items

A. Executive Director – Greg Slater, Executive Director

1. South Selmon Capacity Design Build Contract

   Purpose: Recommendation of Evaluation Committee for the design-build services for the South Selmon Capacity Project including all investigations, design, permitting coordination, final approved construction documents, and construction activities for the project.
B. Operations & Engineering, Bennett Barrow, Committee Chair – Brian Pickard, P.E., Director

1. Design Consultant for I4 Frame JPA with FDOT

**Purpose:** To procure the services of a design consultant to develop plans and specifications for a construction contract to complete the work described in the JPA with FDOT on I4 Frame. This includes the installation of fiber and various intelligent roadside devices along roadways adjacent to the THEA system and connecting to both FDOT and THEA fiber networks.

Negotiations were conducted and finalized with KCI Technologies, LLC selected previously (Board meeting on May 24, 2021) to provide Professional Engineering Services.

**Funding:** Capital Budget - $233,395

**Action:** Request the Board to authorize the Executive Director to sign a purchase order with KCI Technologies for $233,395 to provide design services for constructing the work called for in the I4 Frame JPA with FDOT.

2. ACN Migration and Modernization Project

**Purpose:** To procure contractor services to replace the outdated programmable logic controllers (PLCs) and the associated programming at the five REL entrances. The existing PLCs are no longer available and need to be replaced to be compatible with the Access Control System being designed by Teledyne FLIR. The programming component requires a skilled technician to extract the existing custom programming and migrate that data into a modern program for new PLCs without losing the functionality and safety assurance that THEA relies on.

**Funding:** Capital Budget - $350,000

**Action:** Request the Board to authorize the Executive Director to sign a purchase order with Schneider Electric Systems USA, Inc for $350,000 to install and program new PLCs at the five gated entrances to the REL.

V. Staff Reports

A. Operations & Engineering – Brian Pickard, P.E., Director

B. Communications – Keisha Boyd, Director

VI. Executive Reports

A. Executive Director – Greg Slater, Executive Director

1. Director’s Report

2. Contract Renewals and Expirations
B. General Counsel – Amy Lettelleir
C. Chairman – Vincent Cassidy

1. Upcoming Meetings
   - Committees of the Whole – September 11, 2023
   - Board Meeting – September 25, 2023

VII. Old Business

VIII. New Business

IX. Adjournment
The Tampa-Hillsborough County Expressway Authority held a public meeting at 1 p.m. on July 24, 2023, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

**ATTENDANCE**

**Board:**
Mr. Vincent Cassidy, Chairman  
Bennett Barrow, Vice Chairman  
Mr. John Weatherford, Secretary  
FDOT District Secretary David Gwynn, Member  
Commissioner Donna Cameron Cepeda, Member

**Staff:**
Greg Slater  
Amy Lettelleir  
Jeff Seward  
Brian Pickard  
Shari Callahan  
Charlene Ponce  
Anna Quinonez  
Gary Holland  

Judith Villegas  
Shannon Bush  
Toni Nhlapo  
Julie Aure  
Szabina Sznassey  
Emma Antolinez  
Frederick Pekala  
Tiana Hill

**Other:**
Matthew Blair, Corcoran Partners  
Brent Wilder, PFM  
Al Stewart, HNTB  
Todd Josko, Ballard Partners  
Jim Drapp, HNTB  
Alex Bournell, RS&H  
David Hubbard, Wey Engineering  
Matthew Sansbury, RBC  
Rachel Hillery, Playbook  
Rick Patterson, Raymond James  
Sally Dee, Playbook  
Stephanie McQueen, HDR  
Frank Leto, Citi  
Sarah Lesch, Playbook  
Stefanie McQueen, HDR
Call to Order and Pledge of Allegiance

Chairman Cassidy called the meeting to order at 1:30 pm, followed by the Pledge of Allegiance.

I. Public Input/Public Presentations

There were no public comments or presentations.

II. Consent Agenda

A. Approval of the Minutes from the June 26, 2023, Board of Directors Meeting

B. Replace Waterline at East Toll Plaza

Chairman Cassidy requested a motion to approve the consent items. Mr. Barrow moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

III. Discussion/Action Items

A. Planning & Innovation – John Weatherford, Committee Chair – Anna Quinones, Project Manager

1. US 301 Preliminary PD&E Services – WSP & CUTR, $475,000

Ms. Quinones presented a task for developing a Scope of Services for the US 301 PD&E, conducting an evacuation analysis, engaging in initial public involvement with key organizations (HOAs, Chambers of Commerce, and other organizations), and conducting an economic impact analysis. She noted that funding, not to exceed $475,000, would come from the Capital Budget.

The requested Board action is approval to execute a work order for WSP to complete preliminary PD&E services for the US 301 PD&E in the amount not to exceed $350,000, and to execute a work order for USF Center for Urban Transportation (CUTR) to perform the economic impact analysis in an amount not to exceed $125,000.

Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow.

The motion passed unanimously.
2. Economic Studies & Analysis, CUTR, $125,000

Ms. Quinones presented a second request for a task with CUTR to perform the annual economic impact analyses on the entirety of the Selmon Expressway system, which includes economic and business impact analysis for the THEA expressway system and the impact of the work program on the region. Funding, not to exceed $125,000 will come from the Capital Budget.

The requested action is for Board approval to execute a work order for CUTR to perform Economic Studies and Analyses related to THEA, the existing system, and future system improvements in the amount not to exceed $125,000.

Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow.

The Chairman clarified that this action is for a general economic analysis and is not specific to US 301.

The motion passed unanimously.

B. Operations & Engineering – Bennett Barrow, Committee Chair – Brian Pickard, P.E., Director

1. THEA Railroad (RR) Track Removal along Meridian Avenue

Mr. Pickard presented an item to select the lowest bid firm for the THEA Railroad Track Removal Project. Funding will come from the Capital Budget.

The requested action is:

a) Board approval of the selection of the lowest bid from Kimmins Contracting Corp. in the amount of $2,710,650.00 for the removal of the THEA RR tracks along Meridian and restoration of the area.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimmins Contracting Corp</td>
<td>$2,710,650.00</td>
</tr>
<tr>
<td>Granite Construction Company of California</td>
<td>$3,169,619.00</td>
</tr>
<tr>
<td>Gonzalez and Sons Equipment, Inc.</td>
<td>$3,378,595.00</td>
</tr>
</tbody>
</table>

b) Request the Board authorize and direct staff to negotiate and execute a contract with the lowest responsible bid firm. If negotiations are unsuccessful, staff shall negotiate with the next lowest bid firm. The contract is subject to review and approval of THEA General Counsel.
Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow. The motion passed unanimously.

2. East Selmon Resurfacing FY2023 Low bid Design/Build Contract Award

Mr. Pickard presented the bids for the East Selmon Resurfacing (FY2023) Design-Build Contract for designing and constructing pavement improvements at various locations on the eastern portion of the Selmon Expressway. Funding will come from the Capital Budget.

The requested action is for the Board to approve the selection of the lowest bid and authorize staff to negotiate and execute a contract with C.W. Roberts Contracting, Inc. in the amount of $7,887,296.65. Contract execution is subject to final review and approval of THEA General Counsel.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CWR Contracting, Inc.</td>
<td>$7,887,296.65</td>
</tr>
<tr>
<td>Ajax Paving</td>
<td>$8,164,138.31</td>
</tr>
</tbody>
</table>

Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow. The Chairman asked if CWR is new to Florida. Mr. Slater noted they are new to THEA but not to the area. FDOT has used CWR for a number of projects. Secretary Gwynn added that they have done good work for FDOT.

The motion passed unanimously.

3. Construction Engineering Inspection (CEI) Services for the East Selmon Resurfacing FY2023 Design/Build Project

Mr. Pickard presented a request to procure CEI services for the East Selmon Resurfacing FY2023 Design-Build Project, including all investigations, design, permitting, coordination, construction activities, and necessary approvals to complete the project. Funding will come from the Capital Budget. He noted that the rankings as shown on the presentation slide were incorrect, and should read as follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSOR Engineers, LLC</td>
<td>1</td>
</tr>
<tr>
<td>Keystone Civil, Inc</td>
<td>2</td>
</tr>
<tr>
<td>HDR Construction Control Corp</td>
<td>3</td>
</tr>
</tbody>
</table>
The requested Board actions include:

a) Approve selection of Evaluation Committee ranking for CEI Services for the East Selmon Resurfacing FY2023 Design-Build Project

b) Authorize and direct staff to negotiate and execute a contract with the highest-ranked firm for CEI Services for the design and construction of the East Selmon Resurfacing FY2023 project. If negotiations are unsuccessful, staff shall negotiate with the next highest-ranked firm. The contract is subject to review and approval of THEA General Counsel.

*Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow.*

*The motion passed unanimously.*

IV. Chairman – Vincent Cassidy

A. Acceptance of Board Member Evaluations of the Executive Director and General Counsel

*Chairman Cassidy requested a motion to accept the appraisals. Mr. Weatherford moved approval, seconded by Mr. Barrow.*

*The motion passed unanimously.*

V. General Counsel – Amy Lettelleir, Esquire

A. Board Elections

Ms. Lettelleir advised the Board that THEA is required to conduct annual elections for Chair, Vice Chair and Secretary. She began the process by opening the floor for nominations for Chairman. Secretary Gwynn nominated Mr. Cassidy to serve as Chairman.

*With no other nominations, Ms. Lettelleir called for a roll-call vote. Mr. Cassidy was elected by a unanimous roll-call vote.*

Ms. Lettelleir then requested nominations for Vice Chairman. Secretary Gwynn nominated Mr. Barrow to serve as Vice-Chairman.

*With no other nominations, Ms. Lettelleir called for a roll-call vote. Mr. Barrow was elected by a unanimous roll-call vote.*

Finally, Ms. Lettelleir requested nominations for Secretary. Chairman Cassidy nominated John Weatherford to serve as Secretary.

*With no other nominations, Ms. Lettelleir called for a roll-call vote. Mr. Weatherford was elected by a unanimous roll-call vote.*
The 2023-2024 Board Officers are:

- Chairman – Vince Cassidy
- Vice-Chairman – Bennett Barrow
- Secretary – John Weatherford

VI. Staff Reports

A. Operations & Engineering – Brian Pickard, P.E., Director

Mr. Pickard provided an update on the East Selmon Slip Ramp Project, pointing out that the present contract amount is $25,317,361, with 88% of the contract earned. The current contract end date is September 2023, and the contract time is at 90%.

Chairman Cassidy as if the 88% contract earned/90% contract time was good. Mr. Pickard responded in the affirmative.

B. Toll Operations – Gary Holland, Manager

Mr. Holland provided the Board with updated statistics for Toll Operations. He began with weekly transactions for May 2023, which averaged 1.3M, followed by monthly transactions for May 2023, which totaled 6.6M compared to 6.1M for May 2022. He also presented the year-to-year average weekday transactions for West Mainline, East Mainline, REL, and the West Extension, all showing an increase over the previous year.

Finally, Mr. Holland reported 6.6M tolls processed in May 2023. Seventy-one percent were transponders and 20% were toll-by-plate transactions. Past due accounts paid in May totaled $1.3M.

The Chairman asked if the $1.3M received was from past due accounts. Mr. Holland replied in the affirmative. There was a discussion about when accounts become past due, the actual amount that is past due, and how much effort goes into collections. Mr. Slater pointed out that the $1.3 is not all toll dollars, late fees, and other administrative fees are included in that amount.

Mr. Holland explained that we have a vendor who pursues past-due accounts as well as a partnership with the Hillsborough Tax Collector. Mr. Slater added that once an account goes into collections a hold is placed on their registration and they cannot renew until the debt is paid.

There was additional discussion about selling debt.

C. Information Technology & Security – Shari Callahan, Director

Ms. Callahan provided the Board with an update on cybersecurity efforts, noting that THEA has elevated its training for all users over the past six months, and our risk score is now 27, down from 40. She pointed out that 26
is the standard for a company our size, so THEA is in good shape. She also noted that THEA’s cybersecurity assessment is underway.

The Chairman asked for clarification on the risk score of 27. Ms. Callahan noted that the number is a rating, and it is in line with the standard of 26. It is an indicator of how well your employees identify and report phishing.

Ms. Callahan also explained the upcoming PEN testing that will occur, which consists of tests by hackers to see if they can get into our system.

The Chairman asked if THEA’s servers shut down when a hack is detected. Ms. Callahan explained that the system does not shut down, but it does send alerts.

Mr. Weatherford asked if this is something that the government pays for or if it is paid for by THEA. Ms. Callahan noted that there is government assistance for different, more in-depth programming and training, but our monthly training and tests are paid for by THEA.

Chairman Cassidy asked if staff are permitted to connect personal devices to the network. Ms. Callahan confirmed that staff are not permitted to connect to the network with anything other than company-issued equipment.

VII. Executive Reports

A. Executive Director – Greg Slater, Executive Director

Mr. Slater thanked the board for their continued support. He noted that we are on track to bring the South Selmon Capacity Study Contract award to the Board in August. He added that THEA is watching costs, market, and supply chain very closely.

He had the opportunity to present our Work Program and Strategic Plan at the Floridians for Better Transportation Conference last week and it was very well received.

He also updated the Board about the Hillsborough TPO and their work to evaluate the value of a merger with the three TPOs of this region, with a focus on regionalism and a greater resource pool to meet the needs of the broader Tampa Bay community.

Mr. Slater reported on two contract renewals, both are the first of two option one-year renewals: one for Ballard Partners and the other for Corcoran Partners. Both are for Government Relations and Lobbyist Services.

Finally, he recognized Frederick Pekala for his five years of service.
B. General Counsel – Amy Lettelleir

1. Legislative Update – 2023 Session

Ms. Lettelleir introduced Mr. Matt Blair with Corcoran Partners to provide the Board with an update on the 2023 Legislative Session.

Mr. Blair reported that the 2023 Legislative Session wrapped up in May. The Governor signed the budget, which included $18B for transportation. That includes just over $13.5B for work program projects, an expedite of additional projects of about $4B, and about $400M in local projects. Several bills dealing with transportation passed, including:

- Facilities Designation Bill
- Transportation Package 425 (what FDOT requires)
- Transportation Package 1309 (how FDOT operates)
- Bill related to phospho-gypsum to study the byproduct for use in road projects
- TBARTA – dissolved

The legislature will go back into session in January 2024 rather than March. Committee Weeks begin this September.

Finally, he reported that the State’s budget and economic outlook continue to be strong.

C. Chairman – Vincent Cassidy

1. Upcoming Meetings

- Committees of the Whole – August 14, 2023 (may get canceled)
- Board Meeting – August 28, 2023

VIII. Old Business

No old business to discuss.

IX. New Business

No new business to discuss.

X. Adjournment

With no further discussion, the meeting adjourned at 2:01 p.m.
AMENDMENT NO. 3 TO INTERLOCAL AGREEMENT BETWEEN THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY AND THE CITY OF TAMPA FOR USE AND OPERATION OF CERTAIN PARKING LOTS

THIS AMENDMENT NO. 3 ("Amendment") is executed as of _____________, 2023 by and between the Tampa-Hillsborough County Expressway Authority (the "Authority") and the City of Tampa, Florida (the "City"):  

RECITALS

WHEREAS, the Authority and the City entered into that certain Interlocal Agreement for Use and Operation of Certain Parking Lots dated May 16, 2008; and

WHEREAS, the Interlocal Agreement for Use and Operation of Certain Parking Lots was amended by that certain Amendment No. 1, dated October 15, 2018, approved by Resolution No. 2018-503, and by that certain Amendment No. 2, dated December 19, 2019, approved by Resolution No. 2019-1031 (hereafter collectively, the "Agreement"); and

WHEREAS, the parties desire to amend and extend the term of the Agreement.

NOW, THEREFORE, in considerations of the recitals, agreements, and mutual covenants contained herein, and other good and variable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and the Agency (collectively, the "Parties"), the Parties agree as follows:

Section 1. The foregoing recitals are true and correct and by this reference are made a part hereof.

Section 2. Paragraph 6 of the Agreement is deleted in its entirety and replaced with the following new paragraph 6:

6. Term of Agreement
The Authority grants the City the right to use the Parking Facilities for the period commencing on May 8, 2008 and ending on June 30, 2024, which initial term shall automatically renew for two (2) additional terms of one (1) year each; provided the City is not in default of the Agreement.

Section 3. Except as amended herein, all provisions of the Agreement remain in full force and effect. The terms and provisions of the Agreement, as modified by this amendment, are ratified and affirmed.
Section 4. This amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same amendment, but this amendment shall not be effective until fully executed by both parties and subject to the formalities required by the City of Tampa Code of Ordinances.

THE PARTIES sign this Amendment as of the date first written above.

AGENCY: Tampa-Hillsborough
County Expressway Authority

By: ____________________________
Gregory I. Slater
Executive Director

Approved as to Legal Sufficiency:

Amy E. Lettelleir, Esq.
General Counsel

CITY OF TAMPA

_____________________________________
Jane Castor, Mayor

ATTEST:

___________________________________ (SEAL)
City Clerk/Deputy City Clerk

Approved as to Legal Sufficiency:

e/ ____________________________
Emma C. Gregory
Assistant City Attorney
Tampa Hillsborough Expressway Authority (THEA)

THEA Professional Engineering Services Contract
Contract No.: O-00121-KCI

Scope of Services for
JPA: THEA Connected Vehicle (CV) Design and Integration with I-4 FRAME

FPN: 445362-6-58-01

Prepared for

August 21, 2023
TASK DESCRIPTION

THEA is requesting KCI TECHNOLOGIES (KCI) to provide design services for Connected Vehicle (CV) technology, develop signed and sealed plans and prepare a Request For Proposal (RFP) design package that is bid-ready as part of their Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the I-4 Florida’s Regional Mobility Elements (FRAME) project.

PROJECT DESCRIPTION

The project consists of the implementation of Connected Vehicle (CV) technology to complement the ongoing Florida Department of Transportation (FDOT) I-4 Florida’s Regional Mobility Elements (FRAME) project. THEA under a Joint Participation Agreement (JPA) with the FDOT is responsible for systems engineering, procurement, contracting, permitting, software configuration and integration, equipment installation, CEI, and management of the Project. The Project will include the installation of Roadside Units (RSUs), pedestrian detection safety cameras, rail-crossing Vehicle-to-Infrastructure (V2I) safety systems and fiber optic cable (FOC) including all conduit, pull boxes, all ancillary equipment and cabling, and systems engineering necessary to complete the Project.

The Project will consist of the following:

- Devices to be located on:
  - 1) Dale Mabry Hwy (US 92)
  - 2) N. Florida Ave.
  - 3) N. 50th St.
  - 4) Selmon Expressway

- 32 RSUs installed + 3 spare RSUs for a total of 35 RSUs
  - 11 RSUs on Dale Mabry Hwy at:
    - Railroad crossing (near Selmon) W. Bay to Bay Blvd.
    - Lowe’s Entrance W. San Carlos St.
    - W. Bay Vista Ave. W. Neptune St.
    - W. Euclid Ave. W. Morrison Ave.
    - W. Bay to Bay Blvd. W. Azeele St.
    - One (1) RSU at N. Florida Ave. at E. Brorein St.
    - Two (2) RSUs at rail crossings (north, south) on N. 50th St. just north of E. Adamo Dr.
    - 18 RSUs on the Selmon between W. Gandy Blvd. to Brandon Pkwy.

- Four (4) installed pedestrian detection (PD) cameras + two (2) spare (PD) cameras for a total, of six (6) PD cameras.
  - Two (2) PD cameras on N. Florida Ave. at E. Jackson St. and two (2) at E. Kennedy Blvd.
- Up to approximately 10,000 linear feet of new fiber optic cable (trunk and drops). Wireless options will be considered in areas where it may be difficult to install fiber due to underground utilities.

- See assumptions for availability and use of existing fiber optic trunk cables.

**KCI SCOPE OF SERVICES**

**KCI TECHNOLOGIES** will provide system design and RFP development services to THEA for scope items in this section including the development of Plans and details, specifications, maintenance of traffic (MOT), permitting (if needed), development of a RFP and other bid documentation.

The following deliverables will be provided over a 9-month design timeframe. Upon Task Notice-to-Proceed (NTP), we will:

1. **Task Management Services:** KCI will perform all scope of services contained herein including task management and administrative services. Perform QA/QC on all task deliverables. Work with and coordinate with THEA representatives (sub-consultants) to obtain the necessary information to perform this task.

2. **Progress Meetings:** KCI will conduct weekly task progress meetings with THEA for duration of the design task schedule.

3. **Design Standards:** KCI will design the project in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") and the Department Traffic Engineering Manual.

4. **Systems Engineering:** KCI will utilize Systems Engineering to include but not be limited to preliminary design, final design, and development of system requirements, integration, and testing requirements.

5. **Design Review Meetings:** KCI will conduct design review meetings, as required, at each plan phase submittal.

6. **Field Reviews:** KCI will conduct field reviews to determine existing conditions, infrastructure, and space availability in cabinets, pull boxes, conduit, existing ITS poles and structures, existing splice vaults and fiber trunk lines, existing fiber drops and patch panels, etc. We will locate devices based on FDOT FDM and other guidelines. Locate and field verify existing power service points and service availability.

7. **Utility Coordination:** KCI will ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning any utility coordination as required or necessary. We will be responsible for locating and documenting all existing utilities, both aerial and underground. All utility conflicts will be fully resolved directly with the applicable utility.
8. **Permitting:** KCI will be responsible for obtaining any permits that may be required by other agencies or local governmental entities.

9. **Construction Plans Production:** KCI will develop and prepare signed & sealed construction plans in accordance with the current FDOT memorandums, FDOT Design Manual, Quality Control Manual, current FDOT Roadway and Traffic Design Standards, FDOT’s Standard Specifications as modified, all Federal, State and County applicable codes or approved procedures and any special design criteria from the Department and THEA.

10. **Specifications / Special Provisions:** KCI will provide Technical/Modified Special Provisions for any items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

11. **Cost Estimates:** KCI will be responsible for producing a construction cost estimate, and reviewing and updating the cost estimate as required or needed.

12. **Maintenance of Traffic (MOT):** KCI will provide a MOT plan in accordance with the latest version of the Department Design Standards, Index 600 series and Section 102.

13. **Maintenance of Communications (MOC) Plan:** KCI will provide a MOC plan, as required, to mitigate the impacts to existing system operations and protect existing infrastructure during the construction phase. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work.

14. **RFP / Bid Documentation:** KCI will develop and assemble a RFP and other bid documents, scope or services, and other front end documentation for THEA to issue to bidders. KCI will work with THEA in developing different RFP sections including a project introduction, instructions to firms, qualifications, selection criteria, timetable/schedule, bid proposal requirements, and selection/award criteria. Construction Plans and drawings along minimum technical requirements (specifications) will be included as attachments to the RFP.

   It is assumed that THEA will provide the terms and conditions, required exhibits and forms, and other boilerplate type documentation, general information and conditions, and contractual language as required for the associated advertisement.

**ASSUMPTIONS**

The estimate of labor hours and time scheduled to perform the work by KCI TECHNOLOGIES is, informed and limited by the following assumptions or noted elsewhere in this scope document.

- **Task Duration:** KCI will begin only upon the receipt of a written NTP from the THEA. This Project is expected to be completed by June 30, 2024, for a duration of approximately 9 months.

- **Design:**
  
  a. Plans will utilize Aerials and any right-of-way (ROW) information that can be, obtained from FDOT and/or THEA. No field survey assumed.
b. The Project will be totally within Department’s ROW.

c. It is, **not expected** that a new ConOps or PSEMP will be developed on this Project. We will refer to THEA CVP for existing systems engineering documentation.

d. All materials used for installation of the Project will be, in compliance with the FDOT Approved Products List (APL).

e. MOT is, assumed to use FDOT Standard, Index 600 series lane closure details where needed.

f. RSUs and PD cameras will be, be provided by Yunex Traffic and integrated into the THEA TMC with the existing Pedestrian Collision Warning (PCW) CV application by Yunex Traffic as part of the existing Yunex Traffic’s Concert system. Integration and sharing of data between the I-4 FRAME RSUs and THEA RSUs will be, provided by Yunex Traffic.

g. Existing FDOT / City of Tampa (COT) trunk fiber along Dale Mabry and existing fiber drops to signal cabinets.

h. Existing COT fiber trunk line along N. Florida Ave. (note: this is being, confirmed with the COT). Also, assume new fiber drops. Existing THEA RSUs between Whiting to E. Fortune St.

i. New THEA fiber to be installed on N. 50th St. from the Selmon (just south of E. Adamo Dr.) to the north railroad crossing on N. 50th St for approximately 3,600 ft. Wireless options will be, explored as needed.

j. Existing THEA 96-strand fiber trunk line along Lee Roy Selmon Expressway from W. Gandy Blvd. to Brandon Pkwy. Assume fiber runs (drops) to pick up the trunk line at the 18 RSU locations. RSUs will be located on new or existing poles or structures assuming no utilities along the Expressway shoulder.

k. Availability and utilization of existing power service for RSUs installed along the arterials. Power from existing traffic signal cabinet using power (PoE). Along the Selmon, we will attempt to get power from existing nearby ITS cabinets, if not feasible, we will coordinate and work with TECO for new power service points and feeds.

l. Mounting of RSUs at signalized intersections is, expected will be attach to existing signal mast arms or signal pole uprights. Along the Selmon, we will attempt to co-locate RSUs on existing ITS pole / structures to extent possible and utilize existing ITS cabinets. New poles as needed or required.

m. Mounting of Pedestrian Detection Cameras: We will coordinate with Yunex Traffic to determine optimal locations at 1) Florida Ave @ Jackson St. and 2) Florida Ave. @ Kennedy Blvd.

n. RFP Development: It is, assumed that THEA will provide the terms and conditions, required exhibits and forms, and other boilerplate type documentation, general information and conditions, and contractual language as required for the associated advertisement.
o. Use of Existing Conduit: Existing fiber, conduit and/or pull boxes to be used are available and in working condition.

**THEA Responsibilities:**

a. Facilitate meetings with applicable THEA staff and their representatives.

b. Provide points of contact for KCI field reviews to answer questions, coordination, and to provide KCI access to THEA and City/DOT facilities (cabinets, pull boxes, etc.) to verify existing conditions and locating proposed infrastructure and/or equipment.

**Meetings and Field Review Trips:**

a. One (1) *Project Kick-off Meeting* (2 staff x 2 hrs. + travel time) – 1 staff in-person, 1 staff virtual

b. Nine (9) *Progress Meeting* (once per month @ 1 hr. each x 2 staff) (assumes 9-month schedule) – 6-virtual and 3 in-person assumed (including travel time).

c. Three (3)-day *Field Review* x 2 to 3 staff including travel time.

d. Three (3) *Phase Review Meetings* x 2 hrs. each x 2 staff (including travel time)

e. Other assumed meetings as shown on Fee Estimate tab notes.

**DELIVERABLES**

The following deliverables will be, provided over a 9-month design timeframe. Upon Task NTP, we will discuss with THEA and develop a deliverable submittal schedule.

It is, assumed that FDOT and THEA will provide a review turn-around of 20 work days for each deliverable submittal.

1. 60% PS&E Submittal – including RFP outline
2. 90% PS&E Submittal – including RFP package
3. Final (100%) PS&E Submittal – including RFP package
4. Meeting agendas and minutes for all meetings as specified herein

**FEE ESTIMATE**

The estimated upset-limit / not to exceed maximum budget amount of $233,394.
Name of Project: JPA: THEA CV Design & Integration with I-4 FRAME
County: Hillsborough
FPN: 445362-6-58-01
Date: 8/21/2023
Estimator: JBM & CBW

<table>
<thead>
<tr>
<th>Activity</th>
<th>Activity Task</th>
<th>Total Staff Hours</th>
<th>Total Staff Hours</th>
<th>Total Staff Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Project General and Project Common Tasks</td>
<td></td>
<td>$238.68 $243.77 $169.38 $91.46 $91.43 $134.12 $121.44 $215.61 $110.27 $83.37</td>
<td>$6,191.94 $147.43</td>
<td></td>
</tr>
<tr>
<td>4. Roadway Analysis</td>
<td></td>
<td>49 0 1 15 17 16 0 0 0 0 0 0 0 49</td>
<td>$5,802.17 $118.41</td>
<td></td>
</tr>
<tr>
<td>5. Roadway Plans</td>
<td></td>
<td>65 0 1 21 26 17 0 0 0 0 0 0 65</td>
<td>$7,733.02 $118.97</td>
<td></td>
</tr>
<tr>
<td>7. Utilities</td>
<td></td>
<td>208 0 0 48 83 77 0 0 0 0 0 0 208</td>
<td>$22,761.53 $109.43</td>
<td></td>
</tr>
<tr>
<td>33. Intelligent Transportation Systems Analysis</td>
<td></td>
<td>601 217 0 120 66 81 54 42 3 18 0 601</td>
<td>$105,936.00 $176.27</td>
<td></td>
</tr>
<tr>
<td>34. Intelligent Transportation Systems Plans</td>
<td></td>
<td>479 105 10 182 81 101 0 0 0 0 0 0 479</td>
<td>$74,968.95 $156.51</td>
<td></td>
</tr>
<tr>
<td>Total Staff Hours</td>
<td></td>
<td>1,444 326 16 401 286 296 54 42 3 18 2 1,444</td>
<td>$223,393.61 $154.70</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED FEE (KCI): $223,393.61
Proposal for:

Tampa Hillsborough County Expressway Authority

TO: Judith Villegas, E.I.
Engineering Project Manager
Tampa Hillsborough County Expressway Authority
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
P: 813.272.6740 x146 | C: 813.440.7930

Tampa Hillsborough Expressway Authority
owner and operator of

Project:
ACN Migration Project

System:
Quantum ACN System Modernizations

ISSUED BY : Schneider Electric Systems USA, Inc.

ISSUED DATE : 08/02/2023

RFQ REF. : Verbal

PROPOSAL NO. : OP-230627-13337135
Please refer to this number on your Purchase Order

REV. NO. : 0

Schneider Electric Contacts:
Name: Mark Pommainville
Title: US Industrial Automation W/WW Segment Leader
Mobile: 813.390.3462
E-mail :

Name: Mike Thurn
Title: Services Sales Specialist, Industrial Automation
Mobile: 440.550.4164
E-mail : Michael.thrun@se.com
Sustainability at Schneider Electric

At Schneider Electric, sustainability is in our DNA and an integral part of our heritage. Since establishing the Schneider Electric Foundation in 1998, our purpose is to empower everyone to make the most of their energy, bridging environmental progress and sustainability with our mission to make the world greener and smarter through electrification and digitization.

This legacy, combined with our unique expertise and EcoStruxure™ Architecture and Technology platform, provide us amazing opportunities to work with customers like Walmart, and STMicroelectronics to build a brighter, more sustainable future.

By remaining committed to our principles, leading by example and being part of the solution for our customers and the communities to which we belong and serve, we are making a difference.

It’s why Schneider Electric is recognized as the world’s most sustainable company*, and it’s how we continue to ensure Life Is On everywhere, for everyone and at every moment.

Important links:
- Corporate Knights Global 100 2021 Index
- Corporate Knights Global 100 2021 FAQ
- Schneider Electric Sustainability global website

The IEC 62443-2-4 Cybersecurity Certification for Execution Centers

Schneider Electric is committed to providing high quality products that fully satisfy our customers’ requirements and for ensuring that the customers solutions and data are protected throughout the entire engagement.

To meet these expectations, Schneider Electric has implemented cybersecurity programs that ensure the solutions provided meet the customers’ expectations and are maintained securely throughout the process. These programs include certification of our global execution centers that they comply with the controls and requirements of IEC 62443-2-4, implementation of a “Cyber Badge” program to ensure all hardware and software used to maintain customer solutions (including maintenance of our products after delivery) are utilized in a secure manner and mandatory training has been completed by employees, and implementation of enhanced “end-to-end” security controls to ensure customer information and solutions are protected throughout the engagement, from initial procurement, shipping, and delivery to the customer.

A Cybersecurity Central Office (CsCO) has been established for Process Automation to oversee these cybersecurity programs. The CsCO provides oversight to the execution centers across the globe where systems are staged, assembled, configured, and tested, providing reasonable assurance each execution site is adhering to the Schneider Electric Cybersecurity Programs, as well as complying with any changes in a constantly evolving threat environment. Compliance is validated through the performance of internal audits conducted by our Customer Satisfaction and Quality (CS&Q) organization and certified through third party audits conducted by a global certification body (TUV Rheinland). Additional information is available upon request.

Important links:
- 62443-2-4 Global Certificate in our Schneider Electric Website
- 62443-2-4 Global Certificate in the TUV R. Website (968/CSM 115.01/21)
- Cyber Badge Principles in the Schneider Electric Website
Proprietary Disclaimer:

This proposal contains technical and business information that is confidential and proprietary to Schneider Electric. It is provided to the customer solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Schneider Electric.

Cybersecurity Portal:

As Cyber threats intensify, Schneider Electric has introduced a new portal which will greatly help our customers to stay informed of all cyber security threats impacting our offers. The portal lists all security threats impacting our offers. Customers can sign up to receive updates twice a month.


Revision History:

<table>
<thead>
<tr>
<th>Rev.</th>
<th>Date</th>
<th>Subject</th>
<th>Prepared by</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>08/02/2023</td>
<td>Initial proposal</td>
<td>Sharon Risenhoover</td>
</tr>
</tbody>
</table>

Basis of Proposal:

This proposal is based on information provided by the customer.

- Communications between the Customer and Schneider Electric
Table of Contents

1. Executive Summary .......................................................................................................... 6
   1.1 Project Overview ........................................................................................................ 8
2. Scope of Supply ................................................................................................................ 9
   2.1 Hardware Scope ........................................................................................................ 9
   2.2 Software Scope ....................................................................................................... 9
   2.3 Project Services ...................................................................................................... 10
       2.3.1 Summary of Project Services ......................................................................... 10
       2.3.2 Project Management ...................................................................................... 11
       2.3.3 Configuration Services ................................................................................... 11
       2.3.4 System Cabinets ............................................................................................. 12
       2.3.5 Installation ...................................................................................................... 12
       2.3.6 Commissioning ............................................................................................... 13
       2.3.7 Optional Site Acceptance Testing (SAT) ....................................................... 14
       2.3.8 Documentation ................................................................................................. 14
       2.3.9 Preliminary Project Schedule ......................................................................... 15
3. Preliminary Bill of Materials ............................................................................................ 16
   3.1 Hardware .................................................................................................................. 16
   3.2 Software ................................................................................................................... 18
   3.3 Spare Parts ............................................................................................................... 18
4. Assumptions and Clarifications ...................................................................................... 19
   4.1 Assumptions and Clarifications .............................................................................. 19
   4.2 Customer Responsibilities ...................................................................................... 20
5. Commercial Pricing .......................................................................................................... 21
   5.1 Standard Options ..................................................................................................... 21
   5.2 Commercial Notes ................................................................................................. 22
6. Appendix – Time and Material Pricing Guidelines ......................................................... 26
7. Appendix – Standard Options .......................................................................................... 27
   7.1 Training ..................................................................................................................... 27
   7.2 Cybersecurity Services ............................................................................................ 28
       7.2.1 Cybersecurity Posture Assessment ................................................................. 29
   7.3 Schneider Electric UPS Solutions .......................................................................... 30
       7.3.1 APC Smart-UPS ............................................................................................. 30
1. EXECUTIVE SUMMARY

Schneider Electric USA Inc. ("Schneider Electric") is pleased to submit this proposal for the [Opportunity Name] in Tampa, Florida. This proposal includes hardware, software, and the associated engineering services.

The objective for this project is to:

- Identify and mitigate the risks associated with obsolete equipment
- Deliver a safe, reliable control system with the lowest cost of ownership
- Increase process efficiency
- Improve system diagnostics
- Manage risk throughout this transition
- Ensure systems are cyber secure

This proposal addresses those objectives by providing:

- Control Software with a single, global database for faster design and fewer errors
- Modicon M580 CPU(s) with 5X faster scan time and built in cybersecurity
- I/O wiring solutions which reduce downtime and eliminate rewiring errors
- Project expertise with services performed by our Migration Center of Excellence
- Software conversion solutions which retain original look and feel

A Schneider FSR visited each site and collected the programs for each of the gates we will modernize. Programs will be converted from the Quantum platform and Modernized to the M580 Platform. As stated above, we will utilize our UMAC migration tools so we can minimize the time taken to convert the programs & time for delivery at each of the sites. All of the gates will be fully tested and validated so they operate correctly and update to your existing server.

Schneider Electric has prepared this proposal based on our understanding of the project requirements. We would be happy to provide further details and clarify any questions you may have. Thank you for considering Schneider Electric as your technology partner and solution provider!

Michael THurn
US Industry Services BDM
US Industry Services
North America Operations
Schneider Electric

M (440) 340-8152
E michael.thurn@se.com
Customer Support 1 (888) SQUARED
1.1 PROJECT OVERVIEW

The main scope of this project is to replace the existing control systems for the ACN control. Schneider Electric shall provide engineering, installation, commissioning, project management, control hardware, and software. The scope of this project includes the following systems/sites/machines/stations:

- DT
- 34
- 78
- 301
- BR
- Teledyne
- Simulator
2. SCOPE OF SUPPLY

2.1 HARDWARE SCOPE

The following table summarizes the main hardware scope of supply for this project. Detailed bill of materials can be found in a later section.

<table>
<thead>
<tr>
<th>Hardware Category</th>
<th>Hardware to be Supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Controllers and Gateways</td>
<td>Modicon M580 Controller(s)</td>
</tr>
<tr>
<td>I/O Card Modules</td>
<td>Modicon X80 I/O using Schneider Electric’s proprietary Swingarm and Quick-Fit Cable assemblies which reduce the amount of downtime needed and prevent wiring errors associated with manual I/O module re-wiring.</td>
</tr>
<tr>
<td>Simulator and New systems will use X80 I/O and be hard wired.</td>
<td></td>
</tr>
<tr>
<td>Cabinets</td>
<td>The existing PLC cabinets will be retrofitted with new hardware.</td>
</tr>
<tr>
<td>Operator Interface</td>
<td>None included.</td>
</tr>
<tr>
<td>Control Network</td>
<td>Ethernet Modbus TCP/IP</td>
</tr>
<tr>
<td>Servers and Workstations</td>
<td>None included.</td>
</tr>
<tr>
<td>Monitors and Displays</td>
<td>None included.</td>
</tr>
<tr>
<td>Other Equipment</td>
<td>None included.</td>
</tr>
</tbody>
</table>

2.2 SOFTWARE SCOPE

The following table summarizes the main software scope of supply for this project. Detailed bill of materials and quantities can be found in a later section.

<table>
<thead>
<tr>
<th>Software Category</th>
<th>Software Licenses to be Supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option Control Software</td>
<td>EcoStruxure™ Control Expert (formerly known as Unity Pro) XL Single User License.</td>
</tr>
<tr>
<td>HMI Software</td>
<td>None included.</td>
</tr>
<tr>
<td>SCADA Software</td>
<td>None included.</td>
</tr>
<tr>
<td>Historian Software</td>
<td>None included.</td>
</tr>
</tbody>
</table>
2.3 PROJECT SERVICES

The proposed services for the project management and engineering efforts are described within this section.

2.3.1 Summary of Project Services

The following table summarizes the project service deliverables for this project. Detailed descriptions are following.

<table>
<thead>
<tr>
<th>Project Services</th>
<th>Summary of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Management</strong></td>
<td></td>
</tr>
<tr>
<td>Kickoff Meeting</td>
<td>Yes, via teleconference</td>
</tr>
<tr>
<td>Status Meetings</td>
<td>Yes, monthly via teleconference</td>
</tr>
<tr>
<td><strong>Configuration</strong></td>
<td></td>
</tr>
<tr>
<td>PAC / PLC</td>
<td>Yes, includes 7 programs</td>
</tr>
<tr>
<td>HMI</td>
<td>Not included</td>
</tr>
<tr>
<td>EcoStruxure™ Process Expert</td>
<td>Not included</td>
</tr>
<tr>
<td>SCADA</td>
<td>Not included</td>
</tr>
<tr>
<td>Historian / Reporting</td>
<td>Not included</td>
</tr>
<tr>
<td><strong>Site Services</strong></td>
<td></td>
</tr>
<tr>
<td>Installation &amp; Commissioning</td>
<td>40 man-hours (10-hour days) and 1 trip to the site</td>
</tr>
<tr>
<td>Option Site Acceptance Testing (SAT)</td>
<td>100 man-hours (10-hour days) and 2 trips to the site 100% I/O Tested</td>
</tr>
<tr>
<td>On-site Work Schedule</td>
<td>Normal working hours between the hours of 6:00 am and 6:00 pm local time, Monday – Friday, excluding holidays</td>
</tr>
<tr>
<td>Travel and Living Expenses</td>
<td>Estimated travel and living expenses are included.</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>Onsite Training</td>
<td>Optional, not included in base bid</td>
</tr>
<tr>
<td>Offsite Training</td>
<td>Optional, not included in base bid</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Project Services

<table>
<thead>
<tr>
<th>Functional Design Specification</th>
<th>Not included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test Plans</td>
<td>Not included</td>
</tr>
<tr>
<td>Optional CAD Drawings</td>
<td>Yes, updates to existing drawings up to 18 sheets</td>
</tr>
<tr>
<td>Documentation Revision Cycles</td>
<td>1 revision cycle(s) shall be allowed</td>
</tr>
</tbody>
</table>

### 2.3.2 Project Management

Schneider Electric will assign a Project Leader to provide the customer with a single point of contact for the project.

**Meetings and Schedule**

Schneider Electric will conduct a project kickoff meeting and periodic meetings to discuss project schedule, deliverables, open issues and other project information. Depending upon the nature of the project, other meetings will include design reviews, acceptance testing, etc. to ensure that each of the project items is sufficiently designed to meet system requirements. The PM will prepare a preliminary project schedule which will be reviewed and approved at the project kickoff meeting. The baseline schedule will be updated on a periodic basis and provided to the customer.

**Administration**

Schneider Electric will provide administrative services to ensure project material and transactions are executed properly and in a timely fashion to meet project deadlines.

**Change Management**

Schneider Electric will identify and document any changes to the project scope, duration, assumptions, deliverables, pricing, or approach. Schneider Electric will determine the impact of the change on the project's budget and schedule. Changes shall be mutually agreed upon and approved by both Schneider Electric and the customer before being implemented.

### 2.3.3 Configuration Services

#### 2.3.3.1 PAC Configuration

The existing Modicon PLC Program will be imported to the EcoStruxure™ Control Expert (formerly known as Unity Pro) Software platform.
• The customer will provide Schneider Electric with an electronic copy of the current operational version of the program.
• The customer shall supply communication network drawings and information on all equipment connected to this network (e.g., SCADA, HMIs, measurement units, etc.).
• Any changes or modifications made after delivery to Schneider Electric must be communicated to Schneider Electric immediately or the changes will not be a part of the conversion.
• The initial conversion process will take place at a Schneider Electric facility.
• Schneider Electric will import the program, and manually program logic that will not import to enable the program to load in a CPU.
• Schneider Electric is not responsible for converting custom loadables unless first identified to be used in program by the customer. If loadables are to be converted, the customer must furnish the source code for review.
• Schneider Electric will modify the I/O map.
• Schneider Electric is not responsible for programming mistakes in the original program. Time required for debug and corrections shall be added to the customer's cost.
• Schneider Electric will deliver the revised program file in electronic format in the most recent released version of the software.

2.3.4 System Cabinets

The existing PLC cabinets will be retrofitted with new hardware. Schneider Electric will prepare and submit a bill of material for the customer approval. Loose hardware will be delivered to the customer site. The customer shall take delivery of the new hardware and allocate a staging area for equipment.

2.3.5 Installation

Schneider Electric will provide staffing to retrofit the existing control panel(s) with the new control hardware.

• Schneider Electric shall perform the following installation tasks:
  o Prepare the site and utilize proper lock out/tag out procedures.
  o Remove old hardware from existing control panel(s).
  o Install new hardware into existing control panel(s).
  o Route short run communication cable within the cabinet and connect to the appropriate interface.
  o Connect power sources and network cables as required.
• Customer is responsible for the following:
  o Provide and install long run network cabling and conduit (if required). This must be completed prior to Schneider Electric performing any installation services at the customer’s site.
  o Dispose of the old hardware.
  o Provide an adequate staging area for the new equipment.
  o Supply additional site lighting if needed.

• Schneider Electric will require that the customer supply skilled technicians that can augment the Schneider electric installation team in the following areas:
  o Rigging services for all equipment component removals and installations above shoulder height (5 feet).
  o Electrical and or Mechanical Maintenance services that cannot be performed with standard hand tools. This shall include (but not be limited to) items such as welding services and special metal fabrications that may be required to install standard components to non-standard supports.
  o Piping and process system isolation services that will be required during safe subsystem component testing.
  o Process expert(s) who can sign-off on satisfactory completion of full system tests.
  o Qualified technician during the onsite equipment installation to verify and switch all electrical power.
  o Coordination of all power outages and responsibility for any related costs.
  o Supply, operate and maintain all standard building services, such as electric power, lighting, water, air conditioning and access to sanitary facilities throughout the duration of this project. Schneider Electric will need a suitable source of 120 volts AC power and lighting for our use during the installation. Backup and auxiliary sources for these systems are not included in this proposal.

2.3.6 Commissioning

Schneider Electric will commence commissioning with the powering on of equipment, loading of new application programs, and initial testing of communication links between devices. Following the initial start-up Schneider Electric will verify proper operation of the new application programs.

If a problem is identified during testing, Schneider Electric will identify the cause, correct the problem, and document the issue. If no errors are noted, Schneider Electric will verify with the customer that the system is operating properly. The customer will be asked to sign completion documents.
Customer shall be responsible for system process control and field devices. If errors are noted with the field devices, the customer shall be responsible for troubleshooting the field devices and correcting the problem.

If additional time is required due to delays not caused by Schneider Electric, it will be provided on a Time and Material basis according to the attached Time and Material Pricing Guidelines.

### 2.3.7 Optional Site Acceptance Testing (SAT)

For the Site Acceptance Test (SAT), Schneider Electric shall perform a complete point by point checkout of the PLC system.

- Customer starts the process. Customer shall be responsible for all system process control. The customer shall activate each input device and confirm proper output device, one point or value at a time.
- Schneider Electric will confirm proper functioning of the PLC program for each point. As applicable, input signals, output signals, status bits, and diagnostic messages will be verified.
- Schneider Electric will assist the customer in examining the data available in the HMI or SCADA system relating to each I/O point.
- If errors are noted in the device, the customer will troubleshoot the field devices and correct the problem if the cause is in the field.
- Customer shall be responsible for all field devices and their operation.
- Time required for debug and correction of field devices shall be added to the customer's cost based on Time and Material Pricing Guidelines listed below.
- If the problem is identified as being in the PLC, Schneider Electric will identify the cause (either an I/O module or within the program) and correct the problem.
- Schneider Electric has allocated up to 10 minutes per I/O point for SAT. Additional time may result in additional charges.
- At the completion of SAT, the customer's representative will be asked to sign the completion documents.

### 2.3.8 Documentation

Schneider Electric will provide the following documentation.

- Software applications
  - Programs will be provided in the most recent released version of the software.
- Optional New CAD Drawing Format
  - Schneider Electric will provide AutoCAD drawing files.
2.3.9 Preliminary Project Schedule

Project schedule will be determined upon PO receipt and kickoff meeting.
### 3. PRELIMINARY BILL OF MATERIALS

#### 3.1 HARDWARE

<table>
<thead>
<tr>
<th>Cat#</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>DT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMEP584040</td>
<td>1</td>
<td>M580 CPU level 40 DIO and RIO</td>
</tr>
<tr>
<td>BMENOC0301</td>
<td>1</td>
<td>3-PORT ETH COM X80 MODULE</td>
</tr>
<tr>
<td>BMXRM5004GPF</td>
<td>1</td>
<td>Optional M580 SDcard 4 Gb</td>
</tr>
<tr>
<td>BMEXBP0800</td>
<td>1</td>
<td>8 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCPS3500</td>
<td>1</td>
<td>HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMXXBE2005</td>
<td>1</td>
<td>BACKPLANE EXTENDER KIT</td>
</tr>
<tr>
<td>BMXDDO1602</td>
<td>2</td>
<td>DIG 16Q TRANS SOURCE 0.5A</td>
</tr>
<tr>
<td>BMXDDI1602</td>
<td>4</td>
<td>DIG 16I 24 VDC SINK</td>
</tr>
<tr>
<td>990CHQUAX80100</td>
<td>1</td>
<td>140XBP01000 TO BM*XBP CHASSIS - W/O BP</td>
</tr>
<tr>
<td>990ADQUAX80206</td>
<td>1</td>
<td>140DDO3530*/35310 TO (2)BMXDDO16*2 2FT</td>
</tr>
<tr>
<td>990ADQUAX80100</td>
<td>2</td>
<td>140DAI/DDI<em>5300 TO (2)BMXDAI/DDI160</em> 2F</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMXDDI1602</td>
<td>4</td>
<td>DIG 16I 24 VDC SINK</td>
</tr>
<tr>
<td>990CHQUAX80100</td>
<td>1</td>
<td>140XBP01000 TO BM*XBP CHASSIS - W/O BP</td>
</tr>
<tr>
<td>990ADQUAX80206</td>
<td>1</td>
<td>140DDO3530*/35310 TO (2)BMXDDO16*2 2FT</td>
</tr>
<tr>
<td>990ADQUAX80100</td>
<td>2</td>
<td>140DAI/DDI<em>5300 TO (2)BMXDAI/DDI160</em> 2F</td>
</tr>
<tr>
<td>78</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMXDDI1602</td>
<td>4</td>
<td>DIG 16I 24 VDC SINK</td>
</tr>
<tr>
<td>990CHQUAX80100</td>
<td>1</td>
<td>140XBP01000 TO BM*XBP CHASSIS - W/O BP</td>
</tr>
<tr>
<td>990ADQUAX80206</td>
<td>1</td>
<td>140DDO3530*/35310 TO (2)BMXDDO16*2 2FT</td>
</tr>
<tr>
<td>SKU</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>BMEXBP0400</td>
<td>1 4 slots Ethernet backplane</td>
<td></td>
</tr>
<tr>
<td>BMXCP53500</td>
<td>1 HIGH POWER AC POWER SUPPLY</td>
<td></td>
</tr>
<tr>
<td>BMEP584040</td>
<td>1 M580 CPU level 40 DIO and RIO</td>
<td></td>
</tr>
<tr>
<td>BMENOC0301</td>
<td>1 3-PORT ETH COM X80 MODULE</td>
<td></td>
</tr>
<tr>
<td>BMXRMS004GPF</td>
<td>1 Optional M580 SDcard 4 Gb</td>
<td></td>
</tr>
<tr>
<td>BMXXEM010</td>
<td>1 5 PROTECTIVE COVERS</td>
<td></td>
</tr>
</tbody>
</table>

**Simulator Expansion**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0800</td>
<td>1 8 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP53500</td>
<td>1 HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMXXBE2005</td>
<td>1 BACKPLANE EXTENDER KIT</td>
</tr>
<tr>
<td>BMXDDO1602</td>
<td>2 DIG 16Q TRANS SOURCE 0.5A</td>
</tr>
<tr>
<td>BMXXEM010</td>
<td>1 5 PROTECTIVE COVERS</td>
</tr>
</tbody>
</table>

**Teledyne Dev**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0400</td>
<td>1 4 slots Ethernet backplane</td>
</tr>
</tbody>
</table>

---

**Simulator**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0400</td>
<td>1 4 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP53500</td>
<td>1 HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMEP584040</td>
<td>1 M580 CPU level 40 DIO and RIO</td>
</tr>
<tr>
<td>BMENOC0301</td>
<td>1 3-PORT ETH COM X80 MODULE</td>
</tr>
<tr>
<td>BMXRMS004GPF</td>
<td>1 Optional M580 SDcard 4 Gb</td>
</tr>
</tbody>
</table>

---

**BR**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0400</td>
<td>1 4 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP53500</td>
<td>1 HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMEMP584040</td>
<td>1 M580 CPU level 40 DIO and RIO</td>
</tr>
<tr>
<td>BMENOC0301</td>
<td>1 3-PORT ETH COM X80 MODULE</td>
</tr>
<tr>
<td>BMXRMS004GPF</td>
<td>1 Optional M580 SDcard 4 Gb</td>
</tr>
</tbody>
</table>

---

**BR Expansion**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0800</td>
<td>1 8 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP53500</td>
<td>1 HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMXXBE2005</td>
<td>1 BACKPLANE EXTENDER KIT</td>
</tr>
<tr>
<td>BMXDDO1602</td>
<td>2 DIG 16Q TRANS SOURCE 0.5A</td>
</tr>
<tr>
<td>BMXDDI1602</td>
<td>4 DIG 16I 24 VDC SINK</td>
</tr>
<tr>
<td>990CHQUAX80100</td>
<td>1 140XBP01000 TO BM*XBP CHASSIS - W/O BP</td>
</tr>
<tr>
<td>990ADQUAX80206</td>
<td>1 140DDO3530*/35310 TO (2)BMXDDO16*2 2FT</td>
</tr>
<tr>
<td>990ADQUAX80100</td>
<td>2 140DAI/DDI<em>5300 TO (2)BMXDAI/DDI160</em> 2F</td>
</tr>
<tr>
<td>BMXXEM010</td>
<td>1 5 PROTECTIVE COVERS</td>
</tr>
</tbody>
</table>

---

**Simulator**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0400</td>
<td>1 4 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP53500</td>
<td>1 HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMEP584040</td>
<td>1 M580 CPU level 40 DIO and RIO</td>
</tr>
<tr>
<td>BMENOC0301</td>
<td>1 3-PORT ETH COM X80 MODULE</td>
</tr>
<tr>
<td>BMXRMS004GPF</td>
<td>1 Optional M580 SDcard 4 Gb</td>
</tr>
</tbody>
</table>

---

**Simulator Expansion**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0800</td>
<td>1 8 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP53500</td>
<td>1 HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMXXBE2005</td>
<td>1 BACKPLANE EXTENDER KIT</td>
</tr>
<tr>
<td>BMXDDO1602</td>
<td>2 DIG 16Q TRANS SOURCE 0.5A</td>
</tr>
<tr>
<td>BMXDDI1602</td>
<td>4 DIG 16I 24 VDC SINK</td>
</tr>
<tr>
<td>BMXXEM010</td>
<td>1 5 PROTECTIVE COVERS</td>
</tr>
<tr>
<td>BMXFTB2010</td>
<td>6 SCREW TERMINAL STRIP 20 CIR. POINTS</td>
</tr>
</tbody>
</table>

---

**Teledyne Dev**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0400</td>
<td>1 4 slots Ethernet backplane</td>
</tr>
</tbody>
</table>
## 3.2 SOFTWARE

<table>
<thead>
<tr>
<th>Cat#</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>771ADVCEXXLS</td>
<td>1</td>
<td>Advanced Control Expert XL Single Support</td>
</tr>
<tr>
<td>CEXSPUCZXSPAZZ</td>
<td>1</td>
<td>CONTROL EXPERT XL SINGLE E-LIC</td>
</tr>
</tbody>
</table>

## 3.3 SPARE PARTS

The following spare parts are recommended, but not included in this offer.

<table>
<thead>
<tr>
<th>Cat#</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMEXBP0400</td>
<td>1</td>
<td>4 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP3500</td>
<td>1</td>
<td>HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMEP584040</td>
<td>1</td>
<td>M580 CPU level 40 DIO and RIO</td>
</tr>
<tr>
<td>BMENOC0301</td>
<td>1</td>
<td>3-PORT ETH COM X80 MODULE</td>
</tr>
<tr>
<td>BMXRMS004GPF</td>
<td>1</td>
<td>Optional M580 SDcard 4 Gb</td>
</tr>
<tr>
<td>BMEXBP0800</td>
<td>1</td>
<td>8 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXCP3500</td>
<td>1</td>
<td>HIGH POWER AC POWER SUPPLY</td>
</tr>
<tr>
<td>BMXBE2005</td>
<td>1</td>
<td>BACKPLANE EXTENDER KIT</td>
</tr>
<tr>
<td>BMXDDO1602</td>
<td>2</td>
<td>DIG 16Q TRANS SOURCE 0.5A</td>
</tr>
<tr>
<td>BMXDI1602</td>
<td>4</td>
<td>DIG 16I 24 VDC SINK</td>
</tr>
<tr>
<td>BMXFTB2010</td>
<td>6</td>
<td>SCREW TERMINAL STRIP 20 CIR. POINTS</td>
</tr>
<tr>
<td>BMXXEM010</td>
<td>1</td>
<td>5 PROTECTIVE COVERS</td>
</tr>
<tr>
<td>BMEXBP0800</td>
<td>1</td>
<td>8 slots Ethernet backplane</td>
</tr>
<tr>
<td>BMXBE2005</td>
<td>1</td>
<td>BACKPLANE EXTENDER KIT</td>
</tr>
<tr>
<td>BMXDDO1602</td>
<td>2</td>
<td>DIG 16Q TRANS SOURCE 0.5A</td>
</tr>
<tr>
<td>BMXDI1602</td>
<td>2</td>
<td>DIG 16I 24 VDC SINK</td>
</tr>
<tr>
<td>BMXFTB2010</td>
<td>2</td>
<td>SCREW TERMINAL STRIP 20 CIR. POINTS</td>
</tr>
</tbody>
</table>
4. ASSUMPTIONS AND CLARIFICATIONS

4.1 ASSUMPTIONS AND CLARIFICATIONS

- Schneider Electric is not responsible for programming, configuration, or modification of existing site equipment or software that is not included in the scope of supply.
- Schneider Electric is not responsible for interfacing with any equipment on site that is not included in the scope of supply, unless stated otherwise in the proposal.
- Schneider Electric is not responsible for the demolition, decommissioning or disposal of existing equipment.
- Any variation to the scope of supply as stated in this proposal will require approval by Schneider Electric and may impact price and/or schedule.
- Any unforeseen delays that is not due to Schneider Electric shall be Customer’s responsibility and may impact price and/or schedule.
- In case the contractual duration is extended/delayed more than the agreed to project schedule due to reasons not directly attributable to Schneider Electric, Schneider Electric’s offered man-days/man-months shall lapse and a new offer must be provided, if required.
- It is assumed there is sufficient space in the control panels to accommodate the new hardware.
- It is assumed that the existing communication networks are installed properly and functioning without error.
- This proposal does not include time and expense for the customer safety and security requirements or any federal, state or local approvals, unless specifically stated in the Scope of Supply.
- This proposal does not include additions or modifications to HMI, SCADA, or similar systems.
- This proposal does not include field devices, instrumentation, conduit, fiber optic cable, or other long run cabling unless stated in the hardware deliverables.
- This proposal does not include external fusing. If required, fusing shall be provided by the customer.
- Schneider Electric is not responsible for programming mistakes in the original application programs (if applicable). Time required for debug and corrections shall be billed at time and expense.
- Schneider Electric is not responsible for converting custom loadables or DFBs unless first identified to be used in program by the customer. If loadables are to be converted, customer must furnish the source code for review.
- If a software upgrade from a legacy or previous version is purchased, it is required for the customer to have a current Automation Priority Support Contract. If no current subscription exists, a new support package will be provided at an additional cost.
- Programs will be provided in the most recent released version of the software unless other arrangements are made in advance.

### 4.2 CUSTOMER RESPONSIBILITIES

- The Customer will supply current project documentation including but not limited to the following:
  - Regulatory and environmental requirements
  - Safety interlocks and alarm requirements
  - Network and IT requirements
  - Existing control system programs and applications
  - Electrical and Mechanical Drawings
  - Any other documents as required by Schneider Electric as per Project needs.

- Customer shall ensure that required personnel (in number and expertise) are available at all necessary times at the site when required for Schneider Electric to perform the Scope of Supply.

- Customer will be responsible for safety and security arrangements to ensure the safety of Schneider Electric employees and contractors working at the Project site or other Customer locations. Customer shall also be responsible for securing all Schneider Electric property at the Project site.

- The customer shall review submitted documentation and provide approvals in a timely manner as to not affect agreed upon delivery dates.

- The customer shall provide any and all permits that may be required.
5. COMMERCIAL PRICING

Schneider Electric is pleased to provide the following [Firm/Budgetary] pricing for the scope of supply defined within this proposal.

<table>
<thead>
<tr>
<th>Base Bid:</th>
<th>Total Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. THEA ACN Modernization &amp; Simulator</td>
<td>$ 161,372.00</td>
</tr>
</tbody>
</table>

**Optional Items:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Total Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. CAD</td>
<td>$ 7,462.00</td>
</tr>
<tr>
<td>3. SAT</td>
<td>$ 53,956.00</td>
</tr>
<tr>
<td>4. Recommended Spare Parts</td>
<td>$ 15,253.00</td>
</tr>
<tr>
<td>5. 40 hours engineering assistance (offsite)</td>
<td>$ 13,874.00</td>
</tr>
<tr>
<td>6. 40 hours engineering assistance (onsite, 1 trip to site)</td>
<td>$ 27,175.00</td>
</tr>
<tr>
<td>7. Ecostruxure Control Expert Software XL Single License and 1 year support</td>
<td>$ 7,200.00</td>
</tr>
<tr>
<td>8. 5-year Extended Warranty</td>
<td>$ 12,032.30</td>
</tr>
</tbody>
</table>

5.1 STANDARD OPTIONS

Schneider Electric is pleased to provide the following pricing for a variety of value-added optional offerings. See Appendix for details.

<table>
<thead>
<tr>
<th>Standard Options (See Appendix for Details):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training:</td>
</tr>
<tr>
<td>Two Days Informal Training On-Site</td>
</tr>
<tr>
<td>- Application training - Immediately following project site work</td>
</tr>
<tr>
<td>EcoStruxure Control Expert (Formerly Unity Pro) Programming Level 1</td>
</tr>
<tr>
<td>- Three days onsite formal training, includes travel and material</td>
</tr>
<tr>
<td>Vijeo Designer Quick Start</td>
</tr>
<tr>
<td>- One day onsite formal training, includes travel and material</td>
</tr>
<tr>
<td>Vijeo Designer Programming</td>
</tr>
<tr>
<td>- Three days onsite formal training, includes travel and material</td>
</tr>
</tbody>
</table>
## Standard Options (See Appendix for Details):

<table>
<thead>
<tr>
<th>Extended Warranty:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Schneider Electric warrants equipment for 12 months from the issuance of the customer provisional acceptance letter or 18 months from the invoice date of the last component of the order whichever occurs first. Additionally, Schneider Electric offers an optional Extended Warranty up to 5 years.</td>
<td></td>
</tr>
<tr>
<td>Warranty Extended to 3 Years</td>
<td>3% of purchase price</td>
</tr>
<tr>
<td>Warranty Extended to 4 Years</td>
<td>5% of purchase price</td>
</tr>
<tr>
<td>Warranty Extended to 5 Years</td>
<td>7% of purchase price</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cybersecurity:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Operational Technology (OT) Cybersecurity Posture Assessment is a basic high-level interview-based cybersecurity assessment of the OT network with findings summarized in a report to include cybersecurity gaps and recommended high-level mitigation steps based on ISA-62443 standards.</td>
<td></td>
</tr>
<tr>
<td>Cybersecurity Posture Assessment</td>
<td>$4,975.00</td>
</tr>
</tbody>
</table>

### Uninterruptible Power Supply (UPS):

Schneider Electric’s APC™ Smart-UPS™

See Appendix for Pricing

## 5.2 COMMERCIAL NOTES

**Firm Pricing:**

Prices are in US dollars and are firm and fixed. Pricing level is for a single purchase order. Multiple purchase orders may affect pricing. Purchase order must include all items which are part of the Base Bid. Optional items may be omitted. Any breakdown of prices provided in this proposal is for information purposes only unless otherwise stated herein.
<table>
<thead>
<tr>
<th>Proposal Acceptance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>On the Purchase Order, please include:</td>
</tr>
<tr>
<td>• Schneider Electric Proposal No: OP-230627-13337135 R0</td>
</tr>
<tr>
<td>• Purchaser tax-exemption qualifications (if applicable)</td>
</tr>
<tr>
<td>Submit Purchase Orders and Tax-Exempt Certificate to:</td>
</tr>
<tr>
<td>Keegan H Stoddard</td>
</tr>
<tr>
<td>Tampa, FL</td>
</tr>
<tr>
<td><a href="http://www.graybar.com">www.graybar.com</a></td>
</tr>
<tr>
<td>Graybar will submit their Purchase order to the address below:</td>
</tr>
<tr>
<td>SCHNEIDER ELECTRIC USA, INC.</td>
</tr>
<tr>
<td>21418 Network Place</td>
</tr>
<tr>
<td>Chicago, IL 60673-1214</td>
</tr>
<tr>
<td>Please email copy of the PO to:</td>
</tr>
<tr>
<td>Michael Thurn</td>
</tr>
<tr>
<td>Industry Services BDM</td>
</tr>
<tr>
<td><a href="mailto:Michael.thurn@se.com">Michael.thurn@se.com</a></td>
</tr>
<tr>
<td>(440) 340-8152</td>
</tr>
<tr>
<td>The following information is required:</td>
</tr>
<tr>
<td>• Tim Garrett</td>
</tr>
<tr>
<td>• Tampa Hillsborough County Expressway Authority</td>
</tr>
<tr>
<td>• 1104 E Twiggs St, Tampa, FL 33602</td>
</tr>
<tr>
<td>• <a href="mailto:tim.garrett@tampa-xway.com">tim.garrett@tampa-xway.com</a></td>
</tr>
<tr>
<td>By accepting this proposal, the customer agrees to the End User License Agreement as well as the Schneider Electric USA Terms and Conditions of Sale.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposal Validity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>This proposal is valid for 30 days.</td>
</tr>
<tr>
<td>Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order.</td>
</tr>
</tbody>
</table>
Payment Schedule:

Invoicing will be initiated per the following schedule.

- 20% Down Payment Upon Receipt of Purchase Order
- 80% Monthly Progress Payments
  - Hardware and software items will be invoiced 100% upon shipment to the customer
  - Services will be invoiced monthly upon completion of tasks and customer approved weekly time sheets, when applicable.
- Training will be invoiced 100% after completion of the training session.

- **Note 1:** Partial receipt/shipment of hardware/software will trigger partial hardware/software invoicing.

Freight

Shipment is FCA factory, prepaid, and added. Equipment will be packed for domestic shipment.

Delivery:

Due to the ongoing uncertainty involving supply chain constraints, Schneider Electric cannot guarantee that the Requested Date will be met.

Notwithstanding any other provision to the contrary in this Proposal or the Customer’s Purchase Order, Schneider Electric USA, Inc (“Seller”) shall not be liable to comply with any delivery schedule or a deadline date not clearly listed in this Proposal. Shall the Customer request to accelerate the project execution plan from the one listed in this Proposal, Seller reserve its right to place a change request including the time and the cost impact, and Customer will compensate Seller for all out-of-pocket expenses reasonably incurred by Seller in the provision of the Goods, Software, and Services, including but not limited to, airfare, hotel, transportation, meals, supplies, data preparation, and other direct expenses incurred by Seller’s personnel or its subcontractors.

Financial & Credit Requirements:

Schneider Electric’s acceptance of Purchase Order is contingent upon acceptable Customer’s Credit Rating based on Audited Financial Statements or mutually agreeable equivalent documents. If acceptable credit rating is not available on subsidiary company, Schneider Electric will require Parent Company Guaranty or Payment Bond to secure all payments for the goods and 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  
End User License Agreement  
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. |
| COVID-19 Disclaimer | The Customer 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 Schneider Electric’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 Schneider Electric (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric’s (or its subcontractors’) employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing Schneider Electric to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default. |
6. APPENDIX – TIME AND MATERIAL PRICING GUIDELINES

Labor rates, materials, and third party involvement will be calculated per the rates and rules stated below.

- There is a 4-hour minimum charge for all orders.
- Minimum billing for equipment supplied on a single order will be $100.00 or such larger amount required by any affected third party vendor.
- Schneider Electric reserves the right to modify the rate structure below according to the actual rates in effect at the time the services are performed.

### Labor Rates

<table>
<thead>
<tr>
<th>Class or Title</th>
<th>Straight</th>
<th>Overtime</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Engineer</td>
<td>$235.00</td>
<td></td>
<td>Straight Time Rate x 1.5</td>
</tr>
<tr>
<td>Lead Engineer</td>
<td>$321.00</td>
<td></td>
<td>Straight Time Rate x 2</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$394.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Consultant</td>
<td>$408.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Engineer</td>
<td>$288.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Rate Definition**

- Schneider Electric reserves the right to blend third party labor where possible/practical to augment Service personnel to support project schedules and deadlines.
- Hourly Rates: Apply to work time, travel time, and any stand-by time. Travel time is calculated “port to port”, starting at the departure from the Field Service Representative’s office to the customer’s site with a 4 hour minimum travel charge each way. All travel is charged at Straight time rates.
- Straight Time Rates: Any 8-hour period between the hours of 6:00 AM and 6:00 PM local time. Monday-Friday.
- Overtime Rates: Work, travel and/or stand-by rates in excess of 8 hours but not exceeding 12 hours outside the normal (straight time) working hours (holidays excluded).
- Premium Rates: Work, travel, and/or stand-by on Sundays and holidays and all time in excess of 12 hours on other days until there is an 8-hour break in the work schedule.
- Emergency Rates: (1 ½ X) any applicable rate. Applies to all unscheduled work or work done under unusual circumstances causing Schneider Electric to interrupt their existing schedules. (Unscheduled work is work not previously scheduled at least three (3) working days prior to the date required for work to commence unless agreed to in writing.)
- Rates are for US locations only located within the continental 48 states and are in US Dollars
- All rates and calculations are per service individual.

### Expenses

- Travel: All travel and living expenses will be invoiced at cost plus 15%, except for airfare which will be subject to a 15% admin charge to a maximum of $75.00.
- Specialized Tools and Test Equipment: Small tools not normally required or carried by Schneider Electric Solutions and Services will be invoiced at cost. Specialized test equipment will be invoiced at current rental rates when required.
- Material Mark-Up: Out-source material will give a mark-up of 15% for scheduled work and 25% for unscheduled work. (Work that is not scheduled within 3 working days prior to day service is required, unless agreed to previously in writing.)
7. APPENDIX – STANDARD OPTIONS

7.1 TRAINING

Schneider Electric offers a variety of training options to meet your needs. We can provide informal onsite training in conjunction with this project and/or we can provide formal classroom training at a Schneider Electric facility or onsite at the customer location. In addition, we offer online training resources including self-paced training and online tutorials.

Formal Training

Formal training classes are offered regionally on a regularly scheduled basis or can be provided onsite at the customer's location. Schneider Electric offers a catalog of standard courses, or a customized course may be developed to meet the customer's needs. Formal training should be held prior to the start of onsite installation and commissioning so that personnel are familiar with the hardware and software when it arrives onsite. In addition, Schneider Electric offers online self-paced training as well as numerous online tutorials.

- Course Catalog
  - Technical Training Course Finder
- Self-Paced Training Resources
  - Modicon M580 Quick Start
- Online Tutorials
  - Modicon M580 tutorials
  - Modicon Quantum tutorials
  - Modicon M340 tutorials

Informal Training

On-site informal training is typically done at the end of the onsite work. One Schneider Electric representative remains onsite to instruct operators, electricians and/or engineers on the operation and maintenance of the customer's application. This training is not intended to be a formal classroom style course and does not include any lab equipment or training manuals. Rather, it is intended to provide the customer with practical information and hands on experience to help them maintain the new system.
7.2 CYBERSECURITY SERVICES

Schneider Electric's Cybersecurity Consultants are committed to providing solutions that support your needs for cybersecurity protection across all business types and industries. We apply a rigorous mindset, policies, and methodologies in the development of our products and the implementation of our solutions.

Skilled and certified professionals provide vendor-agnostic services to help you assess your risk, implement cyber specific solutions, and maintain your defenses over time at your location. Cyber threats and incidents are a major operating and business risk for every digital enterprise. In the age of digitization, creating and executing a strategy that allows you to see, reduce, and respond to cyber threats and risks is critical. It's the only way to secure your operations and achieve your financial objectives.

With the increasing use of digital technologies such as cloud computing, mobile, the Internet of Things (IoT) and artificial intelligence, the world is more connected than ever. But besides new opportunities, greater connectivity also brings new challenges and increases vulnerability.
7.2.1 Cybersecurity Posture Assessment

The Schneider Electric Operational Technology (OT) Cybersecurity Posture Assessment is a non-invasive, vendor-agnostic, analysis of the OT cybersecurity profile, providing a high-level view of the cybersecurity stance with recommendations to achieve cybersecurity objectives, whether that involves following industry best practices or compliance with guidelines and standards including ISA-62443.

This basic high-level cybersecurity assessment is interview-based with the findings summarized in a Cybersecurity Hygiene Report. Activities include the following:

- Conduct virtual/remote Cybersecurity Posture Interviews to identify potential weaknesses and security gaps.
  - The discussion topics will include:
    - Industrial Control System (ICS) network architecture
    - Cybersecurity policies and procedures
    - Physical security
    - Cybersecurity training levels of ICS personnel
    - Incident response and recovery
    - Product lifecycle management

- Prepare a Cybersecurity Hygiene Report summarizing the cybersecurity gaps and recommended high-level mitigation steps based on ISA-62443 standards.
  - The report will be delivered via email
  - The report will include recommendations for remediation classified as HIGH, MEDIUM, and LOW.

Customer Responsibilities

To ensure an accurate and complete report, it is required for the Customer to provide the following:

- OT Network Diagram showing ICS Layers/Zones and labels showing locations of critical assets on the network.
- Identification of personnel most familiar with OT network layout and administration who can answer detailed technical questions regarding the OT equipment/assets used in the customer’s network.
- Information regarding current cybersecurity policy, including existing cybersecurity tools/technologies, important standards/objectives, and roles/responsibilities related to any existing cybersecurity program.

More Information

For more information, visit our website: https://www.se.com/us/en/work/solutions/cybersecurity/
7.3  SCHNEIDER ELECTRIC UPS SOLUTIONS

7.3.1  APC Smart-UPS

Schneider Electric’s APC™ award-winning Smart-UPS™ is the most popular UPS (Uninterruptible Power Supply) in the world for servers, storage and network power protection. Smart-UPS provides availability and manageability to your network allowing you to focus on business growth instead of business downtime. Trusted to protect critical data and equipment from power problems by supplying clean and reliable network-grade power.

Smart-UPS’ patented green mode provides extremely high efficiency at low, medium and high load levels making them ideal for multi-core or virtualized servers that have varying load consumption all while saving utility costs. Managed outlet groups allow segmented load control to power on or off your equipment in series as well as load shedding to preserve battery power for critical connected equipment or reboot a hung device without impacting other equipment. Available in a variety of form factors (tower, rack mount, rack/tower convertible) there is a model for every application and budget.

<table>
<thead>
<tr>
<th>Catalog Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMT750RM2UC</td>
<td>APC Smart-UPS 750VA LCD RM 2U 120V with SmartConnect</td>
</tr>
<tr>
<td>SMT1000RMI2U</td>
<td>APC Smart-UPS 1000VA LCD RM 2U 230V</td>
</tr>
<tr>
<td>SMX1500RM2U</td>
<td>APC Smart-UPS X 1500VA Rack/Tower LCD 120V (Not for sale in Vermont)</td>
</tr>
<tr>
<td>SMX2200RMLV2U</td>
<td>APC Smart-UPS X 2200VA Rack/Tower LCD 100-127V</td>
</tr>
<tr>
<td>SMT3000RM2UNC</td>
<td>APC Smart-UPS 3000VA LCD RM 2U 120V with Network Card</td>
</tr>
<tr>
<td>SRT5KRMLXLT-IEC</td>
<td>APC Smart-UPS SRT 5000VA RM 208V IEC</td>
</tr>
<tr>
<td>SRT8KRMLXLT-5KTF</td>
<td>APC Smart-UPS SRT 8kVA RM with 208V to 120V 2U Step-Down Transformer</td>
</tr>
<tr>
<td>SRT10KRMLXT</td>
<td>APC Smart-UPS SRT 10000VA RM 208V</td>
</tr>
</tbody>
</table>

For additional information and latest pricing, please contact your Customer Service Executive.
<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Firm</th>
<th>Description of Services</th>
<th>Contract Effective Date</th>
<th>Contract Expiration Date</th>
<th>Term of Contract (Years)</th>
<th>Bid / Renew / End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy</td>
<td>Nelson Mullins</td>
<td>Bond Counsel Services</td>
<td>2/1/2020</td>
<td>2/1/2023</td>
<td>3-yr, 2 Optional 1-yr Renewals</td>
<td>Renew (2nd one-year renewal ~ 2/1/24 - 2/1/25)</td>
</tr>
</tbody>
</table>