

1 **BILL NO. S-21-06-13**

2 SPECIAL ORDINANCE NO. S-\_\_\_\_\_

3 AN ORDINANCE approving PARTS MANAGEMENT  
4 AGREEMENT, CUSTOMER BLOCK TIME, AND  
5 PREVENTATIVE MAINTENANCE AGREEMENT – FOR  
6 PREVENTATIVE MAINTENANCE SERVICES ON  
7 TWENTY-SEVEN (27) VARIABLE FREQUENCY  
8 DRIVES COMPENSATION FOR - \$688,320.00  
between KENDALL ELECTRIC and the City of Fort  
Wayne, Indiana, in connection with the Board of Public  
Works.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the PARTS MANAGEMENT AGREEMENT,  
12 CUSTOMER BLOCK TIME, AND PREVENTATIVE MAINTENANCE AGREEMENT –  
13 FOR PREVENTATIVE MAINTENANCE SERVICES ON TWENTY-SEVEN (27)  
14 VARIABLE FREQUENCY DRIVES by and between KENDALL ELECTRIC and the  
15 City of Fort Wayne, Indiana, in connection with the Board of Public Works, is  
16 hereby ratified, and affirmed and approved in all respects, respectfully for:

17  
18 All labor, insurance, material, equipment, tools, power,  
19 transportation, miscellaneous equipment, etc., necessary for:  
20 PARTS MANAGEMENT AGREEMENT, CUSTOMER BLOCK  
21 OF TIME, AND PREVENTATIVE MAINTENANCE ON  
22 TWENTY-SEVEN (27) WATER POLLUTION CONTROL PLANT  
23 VARIABLE FREQUENCY DRIVES;

24 involving a total cost of SIX HUNDRED EIGHTY-EIGHT THOUSAND THREE  
25 HUNDRED TWENTY AND 00/100 DOLLARS - (\$688,320.00). A copy of said  
26 Contract is on file with the Office of the City Clerk and made available for public  
27 inspection, according to law.  
28  
29  
30

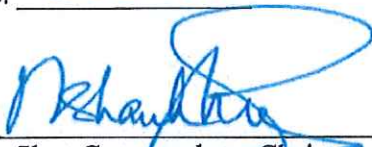


CU 5-25-2021

Approval of Parts Management Agreement, Customer Block of Time, and Preventative Maintenance Agreement between the City of Fort Wayne and Kendall Electric for Preventative Maintenance Services on twenty-seven (27) variable frequency drives. Compensation for services performed shall be \$688,320.00.


**BOARD OF PUBLIC WORKS**

Date: 5.25.2021

BY:   
Shan Gunawardena, Chair

BY: ABSENT  
Kumar Menon, Member

BY:   
Chris Guerrero, Member

ATTEST:   
Michelle Fulk-Vondran, Clerk

# Interoffice Memo

Date: June 1, 2021  
To: Common Council Members  
From: Michael Kiester, Manager, City Utilities Engineering  
RE: Service Agreement for Parts Management Agreement, Customer Block of Time, and Preventative Maintenance on twenty-seven (27) Water Pollution Control Plant Variable Frequency Drives.

Council District: City Wide

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the service agreement: Parts Management Agreement, Customer Block of Time, and Preventative Maintenance on twenty-seven (27) Water Pollution Control Plant Variable Frequency Drives.

Implications of not being approved: The wastewater facilities contain a number of variable frequency drives that are critical to plant operations. Routine maintenance, availability of critical spare parts, and technical services are required to provide reliable performance from critical systems.

If Prior Approval is being Requested, Justify: N/A

This service agreement replaces previous service agreements that expire in 2021 and unites them under one contract and expiration date.

This contract is for Work to be performed on the twenty-seven (27) variable frequency drives located at critical facilities within the wastewater collection and treatment system.

The cost of said service agreement is funded by Sewer Revenue Funds.

Council Introduction Date: June 8, 2021

CC: Matthew Wirtz  
Jill Helfrich  
File





SERVICE AGREEMENT: \_\_\_\_\_

SUPPLIER NAME Kendall Electric		CITY DEPARTMENT City Utilities Engineering	
STREET ADDRESS 4621 Executive Boulevard		STREET ADDRESS 200 East Berry Street, Suite 250	
CITY, STATE, ZIP CODE Fort Wayne, IN 46808		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION David Herb		INVOICE ADDRESS 2601 Dwenger Avenue	
TELEPHONE 260-402-6848	FAX 260-483-4093	CITY, STATE, ZIP CODE Fort Wayne, IN 46803	
REMIT-TO ADDRESS 5101 South Sprinkle Road		ATTENTION Jason Duncan	
CITY, STATE, ZIP CODE Portage, MI 49002		TELEPHONE 260-427-2411	FAX 260-427-1174

Service Description	Rates
Parts Management Agreement, Customer Block of Time, and Preventative Maintenance performed twice yearly for five (5) years on twenty-seven (27) Water Pollution Control Plant Variable Frequency Drives.	\$137,664.00 per year for 5 years
<b>Aggregate Price</b>	<b>\$688,320.00</b>

The following Attachments are part of this Agreement:

SERVICE ADDRESS Several Locations
CITY, STATE, ZIP CODE Fort Wayne, IN
AGREEMENT START DATE July 1, 2021
AGREEMENT END DATE June 30, 2026

This Agreement is entered into between Supplier and the City as of January 2013. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

By (Signature): 	By (Signature): See attached signature page
Printed Name: David Herb	Printed Name:
Title: Account Manager	Title:
Date: 5/14/2021	Date:
FEDERAL TAX ID NUMBER: 38-2023622	



## Rockwell Automation WPCP PMA Summary

5/7/2021

Preventative Maintenance Contract (PM):

Total cost for 5 years: \$374,670      Annual cost per year: \$74,934

Parts Management Agreement (PMA):

Total cost for 5 years: \$223,390      Annual cost per year: \$44,678

Customer Block of Time (CBOT):

Total cost for 5 years: \$90,260      Annual cost per year: \$18,052

Contract Total for 5 years: \$688,320      Annual cost per year: \$137,664





City of Fort Wayne  
Fort Wayne, IN

Bundle Proposal  
WPCP Medium Voltage and Low  
Voltage Drives Preventative  
Maintenance, Customer Block of  
Time & Parts Management  
Agreement Five Year Contract

Fixed Price Proposal  
30217306.1



**KENDALL**  
ELECTRIC

A MEMBER OF THE KENDALL GROUP

Date of Issue: March 23, 2021

Presented To: Steve Williams  
City of Fort Wayne Planning and Design  
200 E. Berry Street, Suite 250  
Fort Wayne, IN 46802

Proposed By: Kendall Electric  
4621 Executive Blvd  
Fort Wayne, IN 46808



*Rockwell Automation  
East Region, WMI Office*

expanding human possibility



**Allen-Bradley**  
A ROCKWELL AUTOMATION COMPANY



**FactoryTalk**  
A ROCKWELL AUTOMATION COMPANY





**Revision History**

Date:	Description of change:	Edited by:	Revision:
March 3, 2021	None, Original Document	JR	30211496.1
March 10, 2021	PMA, CBOT and MV PV proposal bundled (C21D8-491-188)	AT	30217306.1

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1 Rockwell Automation Statement of Work

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

This Rockwell Automation Medium Voltage ("MV") PowerFlex® 7000 and Low Voltage ("LV") PowerFlex® 700 & 755 Preventative Maintenance Services proposal is offered to Kendall Electric for resale to City of Fort Wayne ("Customer").

1.1 Statement of Work Summary<sup>1</sup>

The service(s) included in this Statement of Work are as follows:

- Project Offerings Billed Yearly:
Customer Block of Time Agreement.
Onsite Parts Management Agreement.
Medium Voltage Preventative Maintenance Services.

Rockwell Automation Medium Voltage Variable Frequency Drive Preventative Maintenance Services are designed to help optimize the performance of your automation assets. These services, based on Rockwell Automation's 20-year service maintenance schedule, include a standardized series of inspections to verify that your Variable Frequency Drive is operating to specifications and to maximize its availability, reliability, and efficiency.

1.1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work.

- Request from City of Fort Wayne to Rockwell Automation.
PM Services for following:
1) WPCP Area
o Year Four (4) to Year Eight (8) PM Services for Four (4) MV VFD's.
o PM Services for Six (6) LV VFD's PowerFlex® 700 [Frame 8].
o PM Services for Five (7) LV VFD's PowerFlex® 755 [Frame 8].
o PM Services for Seven (7) LV VFD's PowerFlex® 753 [Frame 6].

Table with 4 columns: Qty, Model, Order Number, Age. Rows include WPCP Area items like Power Flex 700 - Frame 8, Power Flex 755 - Frame 8, Power Flex 753 - Frame 6, and Power Flex 7000 - Air Cooled Frame A with 4 years age.

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1	PowerFlex 7000 – Air Cooled Frame A	7011893-013-11	4 years
2	Power Flex 755 – Frame 6	P1USXC0085	--
3	1336 Plus II – 200HP	YTT479-001 & 002	20+ years

**1.1.2 Addendum Pricing for Future Drives**

<i>Drive Description</i>	<i>Annual Cost Adder</i>
100-400 horsepower / 480vac	\$1,195
500+ horsepower / 480vac Regenerative	\$3,930
800-1500 horsepower / 4160 vac	\$8,990

**1.1.3 Solution Description**

This Statement of Work includes PM Services for the MV and LV VFDs listed in the Basis for Statement of Work above:

**WPCP Area:**

- MV SERIAL #7011893-001-11, 7011893-010-11, 7011893-004-11, And 7011893-013-11.
- LV SERIAL #P1USX00033-0001, P1USX00033-0002, P1USX00033-0003, P1USX00033-0004, P1USX00033-0005, P1USX00033-0006, P1USXC0085-01, P1USXC0085-02, P1USXC0085-03, P1USXC0085-04, P1USXC0085-05, R1USX00589-0001, R1USX00589-0002, R1USX00589-0003, R1USX00589-0004, And R1USX00589-0005, R1USX00153-0001, R1USX00153-0002, R1USX01049-0001, And R1USX01049-0002.

**Two (2) visits per year for Five (5) Years**

- I. **One (1) Engineer – Mid Year Visit**
  - o Duration of this activity is up to Eight (8) consecutive days (10 Hours/day, Monday to Monday) for all VFDs.
- II. **One (1) Engineer – End of Year Visit**
  - o Duration of this activity is up to Eight (8) consecutive days (10 Hours/day, Monday to Monday) for all VFDs.

- A standard day is defined as Monday through Friday between the hours of 7:00 a.m. and 6.00 p.m. local time (excluding Rockwell Automation observed holidays), up to Ten (10) hours per day.
- Travel and expenses are included.
- Should extra time be required, this will be addressed via the Documented Change Request (DCR) process

**1.1.3.1 Equipment**

Parts required for this PM are not included in this Statement of Work. All required parts will be provided on a PMA (Parts Management Agreement)

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### 1.1.3.2 Preventative Maintenance Scope of Supply

#### Physical Checks

- Record/Validate Drive, Motor and Feedback Device Nameplate Information
- Examine environment in which drive is installed (clean, ambient temperature – visual) and record
- Inspect input/output/bypass contactor sections
- Inspect all associated drive components for loose power cable connections and ground cable connections
- Torque all loose cables to the required torque specifications
- Inspect the bus bars and check for any signs of overheating / discoloration and tighten the bus connections to the required torque specifications
- Clean all cables and bus bars that exhibit dust build-up
- Use torque sealer on all connections
- Carry out the integrity checks on the signal ground and safety grounds
- Check for any visual/physical evidence of damage and/or degradation of components in the low voltage compartments. This includes Relays, Contactors, Timers, Terminal connectors, Circuit breakers, Ribbon cables, Control Wires, etc.; causes could be corrosion, excessive temperature, or contamination
- Clean all contaminated components using a vacuum cleaner and wipe clean components where appropriate
- Check for any visual/physical evidence of damage and/or degradation of components in the medium voltage compartments (inverter/rectifier, cabling, DC Link, contactor, load break, harmonic filter, etc.). This includes main cooling fan, power devices, heat sinks, circuit boards, insulators, cables, capacitors, resistors, current transformers, potential transformers, fuses, wiring, etc.; Causes could be corrosion, excessive temperature, or contamination
- Carry out the physical inspection and verification of the proper operation of the contactor/isolator interlocks, key interlocks, and door interlocks
- Physical verification of the additional cooling fans mounted in the AC Line Reactor cabinet; check the Harmonic Filter cabinet for mounting and connections.
- Clean the fans and ensure that the ventilation passages are not blocked, and the impellers are freely rotating without any obstruction.
- Carry out the insulation meggering of the drive, motor, isolation Megger the drive, motor, isolation transformer/line reactor, and the associated cabling
- Check clamp head Indicator washers for proper clamp pressure, and adjust as necessary
- Check resistors and capacitors for all snubber resistors, sharing resistors and snubber capacitors

#### Control Power Checks

- Apply 3 Phase Control power to the drive, and test power to all of the vacuum contactors (input, output, and bypass) in the system, verifying all contactors can close and seal
- Verify all single-phase cooling fans for operation
- This includes the cooling fans in the AC/DC Power supplies and the DC/DC converter
- Verify the proper voltage levels at the CPT (if installed), AC/DC Power Supplies, DC/DC converter, isolated gate power supply boards
- Verify the proper gate pulse patterns using Gate Test Operating Mode
- If there have been any changes to the system during the outage, place the drive in System Test Operating Mode and verify all functional changes

#### Final Power Checks before Restarting

- Put all equipment in the normal operating mode, and apply medium voltage
- If there were any changes to the motor, input transformer, or associated cabling, retune the drive to the new configuration using auto tuning
- Save all parameter changes (if any) to NVRAM



- Run the application up to full speed/full load
Capture the drive variables while running, in the highest access level if possible

Consultation and Remediation

- Review Maintenance and Operator Logs
Informal Instruct on drive operation and maintenance
Reminder of safety practices and interlocks on MV equipment, and on specific operating concerns
Reminder of the need to properly identify operating conditions
Review Installed equipment revisions and compare against any known Product Service Advisories
Make recommendations on needed critical spares stocking
Perform Maintenance & Record

1.1.3.3 Service Maintenance Schedule

1) MV Maintenance Schedule:

MV VFD Preventative Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance. The 20-year service maintenance schedule of a MV VFD is shown below.

Table with 20 columns (years) and multiple rows of maintenance tasks categorized by system (Air-Cooling, Liquid-Cooling, Power Switching, Integral Magnetics, Control Cabinet, Connections, Enhancements, Operational Conditions, Spare Parts). Tasks include filter changes, capacitor checks, and component inspections.

Figure 1: 20 Year Service Maintenance Schedule

Note the following when reading the schedule:

- I - Inspection indicates that the component should be inspected for signs of excessive accumulation of dust or debris and/or external damage.
M - Maintenance indicates a maintenance task that is outside the normal preventative maintenance tasks and can include the inductance testing of Line Reactors/DC Links, or the full testing of an isolation transformer.

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- R – Replacement indicates that the component has reached its mean operational life and should be replacing Kendall Electric to decrease the chance of component failure.
- C – Cleaning indicates the cleaning of a part that can be reused.
- Rv – Review refers to a discussion with Rockwell Automation.
- RFB/R – Refurbishment/Replacement indicates that the parts can be refurbished at lower cost or the parts can be replacing Kendall Electric with new ones.

2) LV Maintenance Schedule:

LV VFD Preventative Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

Years >	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
<b>Module/Activity</b>	<b>Component</b>	<b>Predictive Maintenance Parameters</b>																				
<b>Power Modules, Frames 7...15</b>	Gease Power Stabs - Frames 8...15 only												R									
	Bushings Resistor - Frames 8...15 only (cat. no. SK-PAM-HV890-F&H)											R									R	
	IGBTs	Part 12/14: 140, 240, 310, 410, 510, 610, 710, 810, 910, 1010																				
	Diode Capacitors (cat. no. SK-PAM-KPI-2000000)	Part 12/14: 143, 243, 313, 413, 513, 613, 713, 813, 913, 1013																				
	Power Layer Interface Circuit Board (cat. no. SK-PAM-PIH-F7, SK-PAM-PIH-F8)													R								
	Power Interface Circuit Board (cat. no. SK-PAM-PIB-2000000, SK-PAM-PIB-2000000)													R								
	Gate Driver Circuit Board - Frames 8...15 only													R								
<b>Power Components, Frames 5 and 6</b>	Heat Sink Fan (cat. no. SK-PAM-HSFH-F8, SK-PAM-HSFH-F7)	Part 12/14: 136, 236, 316, 416, 516, 616, 736, 816, 916, 1016																				
	IGBTs	Part 12/14: 140																				
	Power Feedback Circuit Board (cat. no. SK-PAM-PFB-F5-F6)													R								
	Fan Power Supply Circuit Board (cat. no. SK-PAM-PSH-F5-F6)													R								
	Sliding Fan - Frames 5 and 6 (cat. no. SK-PAM-HSFH-F5, SK-PAM-HSFH-F6)	Part 14: 128																				
Heat Sink Fan (cat. no. SK-PAM-HSFH-F5, SK-PAM-HSFH-F6)	Part 14: 136																					

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Years >			0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Module/Activity	Component	Predictive Maintenance Parameters																						
ECL Filter Modules, Frames 7...15	Grease Power Stabs - Frames 8...15 only														R									
	Capacitors (cat. no. SK-RM-ACCP-1&M)	Port 14: 1250, 1450, 1550, 1650, 1750, 1850, 1950, 2150											R										R	
	Current Sense Circuit Board (cat. no. SK-RM-CSB1-000, SK-RM-CSB-F)														R									
	AC Common Mode Filter Board - Frames 8...15 only (cat. no. SK-RM-AMFB1)															R								
	Heat Sink Fan (cat. no. SK-RM-HVIAH1-F8, SK-RM-HVIAH-F)	Port 14: 1246, 1346, 1546, 1646, 1746, 1846, 1946, 2146		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
ECL Filter Components, frames 5 and 6	ECL Filter Capacitor (cat. no. SK-RM-ECLCP4-F5, SK-RM-ECLCP6-F5, SK-RM-ECLCP4-F6, SK-RM-ECLCP6-F6)	Port 14: 1250											R										R	
	Main Circuit Breaker (CB)	Port 14: 1143, 1153																						
	Time Delay Relay (cat. no. 20-750-MACP-100)												R											R
	AC Precharge Overhaul Board (cat. no. 20-750-MACP1-00, 20-750-MACP1-00-FRM)															R								
AC Precharge Module, Frames 7...15	Precharge Contactor (M1)	Port 14: 1146, 1156																						
	DC Precharge Circuit Board (cat. no. SK-RM-DCPC1-00)															R								
	Molded Case Switch (MS)	Port 12: 145, 245, 345, 445, 545, 645, 745, 845, 945, 1045																						

Years >			0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Module/Activity	Component	Predictive Maintenance Parameters																						
Cabinet (IP21/IP54), frames 7...15 (1)	Door-mounted Ventilation Air Filters		CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
	Roof-mounted Ventilation Assembly Air Filters		CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
	Input Ray Fans - Frames 8...15 only	Port 0: 523		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Power Bay IP54 Roof Fan	Port 0: 533		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Whirl Ray Fan - Frames 8...15 only	Port 0: 543		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Control Bay Roof Fan - Frames 8...15 only	Port 0: 553		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Isolation Transformer/Line Reactor							M						M				M						M
Control Pod Assembly	DC Link/Common-Mode Choke							M						M				M						M
	Control Pod Cooling Fan - Frames 7...15 (cat. no. SK-RM-PODHAH1-F8, SK-RM-PODHAH-F)	Port 0: 513		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	High Control Circuit Board (cat. no. SK-RM-HCB1-FP255)															R								
	Dual Transceiver Circuit Board - Frames 7...15 (cat. no. 20-750-ATFB1-F8)																R							
	Fiber Interface Circuit Board - Frames 7...15 (cat. no. SK-RM-FIB-F8)																R							
	Backplane Circuit Board (cat. no. SK-RM-POBPP1)																R							
Enhancements	Firmware				Ry			Ry			Ry			Ry			Ry			Ry			Ry	
	Hardware				Ry			Ry			Ry			Ry			Ry			Ry			Ry	

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Table with 21 columns (Years 0-20) and 4 rows (Operational Conditions, Spare Parts, etc.) showing maintenance schedules with codes like I, M, R, C, Rv.

Figure 2: 20 Year Service Maintenance Schedule

Note the following when reading the schedule:

- I – Inspection of the component for signs of excessive accumulation of dust, dirt, or external damage. For example, inspect the filters/fan inlet screens for debris that can block the airflow path.
• M – Maintenance task can include an inductance test of line reactors/DC links, or a full test of an isolation transformer, and so on.
• R – Replacement of component that has reached its mean operational life. Replace the component to decrease the chance of failure. It is likely that components can exceed the designed life in the drive, but component life is dependent on many factors such as usage and heat.
• C – Cleaning the components that can be reused, specifically the door-mounted air filters and fan inlet screens.
• Rv – Review. A discussion with Rockwell Automation personnel is recommended to help determine whether any of the enhancements/changes made to the drive hardware and control could benefit the application.

1.1.3.4 System Documentation

Rockwell Automation will provide the following:

- Preventative Maintenance Service Report

1.1.4 Services

1.1.4.1 Services Scheduling

Subject to a four (4) week notice of Customer's requested service date, Rockwell Automation will utilize a qualified Field Service Professional ("FSP") located closest to the customer work site. If Customer provides less than the previously stated advance notice, and a local qualified FSP is unavailable for the requested on site date, Rockwell Automation will offer Customer the option to:

- 1) wait until the locally qualified FSP is available, or
2) schedule an alternative out-of-region resource, which may result in additional travel charges

1.1.4.2 Services Not Covered

The following items are NOT included in this Statement of Work.

- Removal of, or protection from, hazardous materials.
• Electrical, structural, civil, piping, or mechanical designs and installation outside of statement of work
• Site assistance during installation outside of statement of work
• No approval drawings or approval cycle included
• Supply or modification of network media between enclosures, buildings and process areas
• Any modifications to conduit and/or wiring that extends outside the Rockwell Automation structure detailed in this Statement of Work
• Connections to 3rd party equipment

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- Field modifications upgrades or engineering changes
- Formal operator, maintenance, or electrical training
- Dispose of coolant if required.

## **1.2 Customer Responsibilities**

### **1.2.1 Documentation Requirements**

Customer will provide any documents required for completion of MV VFD Preventative Maintenance upon receipt of order acknowledgement confirmation.

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

### **1.2.2 Single Point of Contact**

Customer will designate a representative that is authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

### **1.2.3 Maintenance, Electrical, and Operations Staff**

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

### **1.2.4 Access to the System**

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this Statement of Work.



1.3 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Table with 2 columns: Reference and Assumptions/Clarifications/Exceptions. Rows include A1-A3, C1-C9, and E1.

Table 1: Assumptions, Clarifications, and Exceptions

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## 1.4 Onsite Parts Management Agreement – Multiple Year Term

### 1.4.1 Parts Management Agreement (PMA) Scope of Services

Rockwell Automation will provide Parts Management Agreement (PMA) services to the Customer. Initial PMA Stock will be commissioned at Kendall Electric, 4621 Executive Blvd, Fort Wayne, IN 46808. PMA Stock will be accessible to the Customer upon replenishment 24 hrs. / Day, 365 days / year by contacting Kendall Electric Account Manager.

#### PMA Stock

Only equipment specifically identified as part of PMA services shall be included in PMA Stock. This may be accomplished either by listing the equipment in an accepted proposal or formally adding equipment via the additions process at the Customer's request. Equipment may be new or remanufactured through Rockwell Automation Remanufacturing and Repair Network.

#### A) PMA STOCK CLASSIFICATIONS

1. **SEALED:** PMA Stock that remains in factory sealed condition with no physical and / or environmental damage. These assets are considered in good standing and are eligible for the full benefits offered by the Agreement.
2. **CONSUMED:** PMA Stock that is missing or has been compromised in such a way that it is no longer resalable in its current condition. PMA Stock that has been consumed by the Customer and remains on the shelf is no longer in good standing and requires the Customer to recertify / remanufacture through Rockwell Automation's Remanufacturing and Repair Network or replace by way of new purchase through an authorized Rockwell Automation channel. If the replacement option is chosen, the Customer may purchase at their net price.

### 1.4.2 Stock Adjustments

#### A) ADDITIONS:

1. Customer may submit a written "Request to Add" to the PMA Stock at any time.
2. The PMA Service Fee will be adjusted to reflect the additions to the PMA Stock.

#### B) REMOVAL:

1. **TO PURCHASE:** Customer may submit a written "Request to Remove" PMA Stock at any time for purchase using the sliding scale in the DISCOUNT FEE SCHEDULE FOR PURCHASE section.
2. **TO RETURN:** Customer may submit a written "Request to Remove" PMA Stock during the scheduled, quarterly audit only. A removed item(s) must have been present as PMA Stock for 12 months or longer to be eligible for removal. A return fee equal to 20% of list price will be assessed for item(s) removed. |
3. When an item(s) has been removed from PMA Stock and returned to Rockwell Automation, the PMA Service Fee will be adjusted to reflect the removal of the parts from PMA Stock. This billing adjustment will be reflected in the next billing cycle following the date of return.
4. Customer will be billed in accordance with Rockwell Automation's standard Remanufacture and Repair Pricing for any damaged or open box items that are removed from the PMA Stock and not returned in sealed condition. Customer may submit open box items for recertification through Rockwell Automation's Remanufacturing and Repair Network prior to removal.



**C) SUBSTITUTIONS:**

1. Customer may submit a written "Request to Substitute" PMA Stock if it has been part of the PMA for a minimum of twelve (12) months.
2. Substitution is defined as a Rockwell Automation recommended product upgrade, product migration, or product conversion.
3. The Item(s) being removed from PMA Stock in place of a substitution may be returned at no charge if it has been part of the PMA for a minimum of twelve (12) months.
4. If the Item(s) being removed from PMA Stock have been part of the PMA less than twelve (12) months, a return fee equal to 20% of list price will be assessed for the item(s) removed. Rockwell Automation offers substitution for flexibility of customer's true technology upgrade, migration and / or conversion needs; and therefore, reserves the right to refuse substitutions in the event of abuse.

**1.4.3 Audits**

Unless otherwise documented in this scope of services, PMA Stock will be audited on a quarterly basis. Audit compliance is critical to optimizing Customer's inventory availability.

- A) The Customer will allow an authorized Rockwell Automation representative(s) appropriate access to the designated storage area(s) for agreed visits solely to perform its obligations under this Agreement and provide all necessary facilities including but not limited to telephone, canteen and parking provided that the authorized Rockwell Automation representative(s) complies with all relevant safety health and environmental policies, lawful directions of the Customer's staff and all other relevant rules, regulations, and policies as notified to and agreed by Rockwell Automation.
- B) The Customer will be responsible for providing the auditor with documentation if a repair(s) / replenishment(s) is in progress for open, damaged, or missing item(s). This documentation should be provided by the Customer during the audit or within five (5) business days of the audit.
- C) PMA Stock identified as open or damaged during the audit will be flagged as consumed by the Customer (see Kendall at Kendall Electric, 4621 Executive Blvd, Fort Wayne, IN 46808. PMA Stock will be accessible to the Customer upon replenishment 24 hrs. / Day, 365 days / year by contacting Kendall Electric Account Manager.
- D)
- E) PMA Stock This designation requires the customer replace the missing item(s) utilizing Rockwell Automation's Remanufacturing and Repair Network or an authorized Rockwell Automation channel. Missing item(s) must be replaced within 30 days of receiving the replenishment quote. If the customer fails to replace missing PMA Stock within that timeframe, Rockwell Automation will invoice the Customer at the end of 60 days.
- F) The Customer must sign the results of the audit as an acknowledgement of its completion and accuracy. Any disputes, discrepancies and / or customer feedback should be documented and included in the comments section as part of the completed audit record. The lack of Customer sign-off on the completed audit does not invalidate the findings of the auditor. A copy of the audit findings shall be made to the Customer upon request.
- G) Warranty for PMA Stock will begin on the date the PMA Stock is put into service or opened. If either the factory seal is broken for the PMA Stock or the PMA Stock is put into service and then returned to the PMA Stock storage area, Rockwell Automation will have no liability with respect to performance of such equipment. The Customer will assume the risk with respect to performance of opened items and be required to recertify / remanufacture through Rockwell

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Automation's Remanufacturing and Repair Network or replace by way of purchase through an authorized Rockwell Automation channel.

- H) A final audit must occur prior to the shipment of PMA Stock to Rockwell Automation by an authorized Rockwell Automation representative(s) in cases where the Agreement has been cancelled.

#### 1.4.4 Replenishment

Customer's adherence to PMA Stock replenishment using Rockwell Automation's Remanufacturing and Repair Network or an authorized Rockwell Automation channel is critical to optimizing Customer's inventory availability.

- A) The Customer will be provided a "PMA Tracking Form" for registration purposes. This form must be completed and submitted to Rockwell Automation for any Item(s) consumed from PMA stock. The "PMA Tracking Form" may be submitted with the repair / replenishment request to replace a consumed item(s) and will be used to validate In-service warranty.
- B) PMA Stock identified as open or damaged during the audit will be flagged as consumed by the Customer (see PMA STOCK CLASSIFICATIONS & AUDITS section).
- C) PMA Stock does not present in the designated storage area during the audit will be flagged as consumed by the Customer (see PMA STOCK CLASSIFICATIONS & AUDITS section).
- D) All replenishments must match the same form, fit, and function of the Item(s) consumed from the PMA Stock. Rockwell Automation's Remanufacturing exchange cannot be used for product upgrades.
- E) If the PMA Stock is used to replace a part that is not under warranty, Customer will be billed in accordance with Rockwell Automation's standard Remanufacture and Repair Pricing.
- F) If the PMA Stock is used to replace a part that is under warranty, the exchange or remanufacturing service shall be at no charge, provided appropriate proof of warranty is made available.
- G) If Customer does not utilize Rockwell Automation's Remanufacturing and Repair Network or an authorized Rockwell Automation channel for the replacement of the PMA Stock, then Rockwell Automation will replace the PMA Stock and the Customer will be billed for a new part at their net price.
- H) If a same day next flight out shipment is required on an exchange transaction(s) or requests for expedited remanufacture or repair, Customer will be responsible for freight charges. This applies to units both in and out of warranty.

#### 1.4.5 Title

Rockwell Automation will retain title to PMA Stock until it is consumed by the Customer (see Kendall at Kendall Electric, 4621 Executive Blvd, Fort Wayne, IN 46808. PMA Stock will be accessible to the Customer upon replenishment 24 hrs. / Day, 365 days / year by contacting Kendall Electric Account Manager.

PMA Stock

#### 1.4.6 Implementation

Approximately 30-45 days from date of purchase order acceptance; assuming standard lead times. Invoice issuance will occur upon purchase order acceptance with all the valid payment terms applied. Customer may submit a written "Request to Expedite" initial PMA Stock which will be evaluated based on inventory

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availability. Commissioning audit must occur within two (2) weeks of the completed shipment of all initial PMA Stock.

**1.4.7 Risk of Loss or Damage**

Upon delivery of the PMA Stock to Customer's facility, the risk of loss to the PMA Stock shall pass to Customer and Customer shall be responsible for all loss or damage to the PMA Stock while the PMA Stock remains on Customer's premises. Risk of loss will remain with Customer until the PMA Stock is returned and delivered to Rockwell Automation.

**1.4.8 Cancellation**

Notice of cancellation must be made in writing by the Customer and received by Rockwell Automation sixty (60) days prior to Agreement cancellation. If the Agreement is cancelled (i) by the Customer for convenience, or (ii) by Rockwell Automation for Customer's default, (default includes, but is not limited to nonpayment of invoices, or bankruptcy proceedings which may be in progress or anticipated), then:

- A) A final audit must occur prior to the shipment of PMA Stock to Rockwell Automation by an authorized Rockwell Automation representative(s).
- B) Customer may purchase either at their net price or using the sliding scale in the DISCOUNT FEE SCHEDULE FOR PURCHASE section, whichever is lower.
- C) Customer will be subject to a lump sum payment of 50% of the fees for the remaining term of the PMA. Customer will also be subject to a lump sum payment for any additions to the agreement equal to the total monthly fees for the term of the agreement minus the fees already paid for those additions during the term. The Customer must return any PMA Stock not purchased to Rockwell Automation within ten (10) business days of the last billing for PMA services rendered.
- D) Non-return of PMA Stock beyond ten (10) business days will be subject to a monthly non-return fee equal to the previous monthly PMA service fee in the prior month of the Agreement.
- E) Customer will pay for all damaged, open boxes, or missing PMA Stock. Any missing or non-repairable PMA Stock will be charged the price of a new part. Customer will be billed in accordance with Rockwell Automation's standard Remanufacture and Repair Pricing for any damaged or open box items that are not returned in sealed condition. Customer may submit open box items for recertification through Rockwell Automation's Remanufacturing and Repair Network prior to cancellation.
- F) Applicable return fees are waived if this service is replaced by another mutually agreed upon service which reflects Customer's updated needs.

**1.4.9 Right to Refusal**

Rockwell Automation retains the right to cancel the PMA for cause including, but not limited to, customer abuse of PMA Stock, fraud, nonpayment of fees, and non-compliance for PMA audit performance.

**1.4.10 Discount Fee Schedule for Purchase**

Customer may purchase PMA Stock based on the table below (percentages are based on list pricing and applicable to the term of the Agreement only):

<b>MONTHS AGREEMENT</b>	<b>ON</b>	<b>PURCHASE OPTION</b>
-----------------------------	-----------	----------------------------

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Less than 12	100%
13-24	90%
25-36	80%
37-48	70%
49-60	60%
61-72	50%
73-84	40%
Greater than 84	30%

**1.4.11 Options under Expiration of Agreement Term**

The term for this Agreement is 5 Years renewable unless written notice of cancellation has been received by Rockwell Automation from the Customer at least sixty (60) days prior to renewal. Option(s) upon expiration must be finalized in writing prior to the expiration of the Agreement.

- A) **RENEWAL:** Customer may renew the Agreement for an additional 5 Years. Rockwell Automation reserves the right to make any adjustments to the renewal reviewable by the Customer. To ensure ongoing serviceability of all discontinued (no longer available for sale) repairable parts remaining on the agreement, Rockwell Automation will commit access to a minimum of two (2) service instances (or reserved repair) per discontinued part. The reserved repair guarantees access to service for discontinued products and is included in the renewal. The customer may request additional reserved repairs (pending availability) at an additional cost.
- B) **PURCHASE:** Customer may purchase either at their net price or using the sliding scale in the DISCOUNT FEE SCHEDULE FOR PURCHASE section, whichever is lower.
- C) **RETURN:** The Customer must return any PMA Stock not purchased to Rockwell Automation within ten (10) business days of the last billing for PMA services rendered.
  - 1. Customer will be subject to a lump sum payment for any additions to the agreement equal to the total monthly fees for the term of the agreement minus the fees already paid for those additions during the term.
  - 2. Non-return of PMA Stock beyond ten (10) business days will be subject to a monthly non-return fee equal to the previous monthly PMA service fee in the prior month of the Agreement.
  - 3. Customer will pay for all damaged, open boxes, or missing PMA Stock. Any missing or non-repairable PMA Stock will be charged the price of a new part. Customer will be billed in accordance with Rockwell Automation's standard Remanufacture and Repair Pricing for returned PMA Stock that is damaged or opened. Customer may submit open box items for recertification through Rockwell Automation's Remanufacturing and Repair Network prior to return.

**1.4.12 Non-Rockwell Automation PMA Stock Clarifications and Exceptions**

**A) STOCK ADJUSTMENTS**

- 1. **Removal**  
Customer may submit a written "Request to Remove" to remove PMA Stock during the scheduled quarterly audit only.  
No item(s) may be removed from PMA Stock unless it has been part of the PMA for a minimum of twenty-four (24) months.

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After twenty-four (24) months, an item(s) may be purchased from PMA Stock using the sliding scale in the DISCOUNT FEE SCHEDULE FOR PURCHASE section.  
All non-Rockwell Automation PMA Stock must be purchased at the time of removal.

**B) OPTIONS UPON EXPIRATION OF AGREEMENT TERM**

**RENEWAL:** Customer may renew the Agreement for an additional 5 Years. Rockwell Automation reserves the right to make any adjustments to the renewal reviewable by the Customer.

**PURCHASE:** Customer must purchase PMA Stock using the sliding scale in the DISCOUNT FEE SCHEDULE FOR RETURN / PURCHASE section.

**CANCELLATION:** Customer will be subject to a lump sum payment for all non-Rockwell Automation PMA Stock equal to the total monthly fees for the term of the agreement minus the fees already paid for those additions during the term. All non-Rockwell Automation PMA Stock must be purchased at the time of cancellation the sliding scale in the DISCOUNT FEE SCHEDULE FOR PURCHASE section.

**1.4.13 Warranty**

- A) A one (1) year *in-service warranty* for PMA Stock will begin on the date its factory seal has been broken or when the PMA Stock is put into service. If either the factory seal is broken for the PMA Stock or the PMA Stock is put into service and then returned to the PMA Stock storage area, Rockwell Automation will have no liability with respect to performance of such equipment. The Customer will assume the risk with respect to performance of opened items and be required to recertify / remanufacture through Rockwell Automation's Remanufacturing and Repair Network or replace by way of purchase through an authorized Rockwell Automation channel.
- B) In-service warranty will apply to (i) all repairable PMA Stock manufactured by Rockwell Automation, and (ii) all PMA Stock that has been remanufactured through Rockwell Automation's Third-Party Repair Services, whether or not they are manufactured by Rockwell Automation. The only warranties applicable for any third party manufactured or third party branded parts are the standard warranties that may be available from the third party. All equipment is required to be remanufactured / repair or replaced through the Rockwell Automation Remanufacturing and Repair Network.
- C) A "Warranty Registration Form" will be provided to the Customer and must be submitted to Rockwell Automation to validate in-service warranty. The PMA Agreement number, Catalog number(s), and the part serial number(s) will be required as part of warranty validation. In the event a warranty claim is being made for consumed PMA Stock, contact your local sales and / or service representative to arrange the remanufacturing of the failed unit through the Rockwell Automation Remanufacturing and Repair Network.

**1.4.14 Warranty Clarifications and Exceptions**

- A) Rockwell Automation will not be responsible for the performance of PMA Stock that was previously opened or put into service and then returned to the PMA Stock storage area. In these cases, Warranty will be initiated when the equipment seal is broken.
- B) All exceptions to the one (1) year in-service warranty will be noted on the quotation, and the customer must approve the exception prior to repair.
- C) Mechanical warranties only include items / components that were replaced in the initial scope of the repair unless otherwise stated.
- D) Warranty does not cover the purchase of direct replacement or new products.



- E) Warranty does not apply to potentially available upgrade programs.
- F) Warranty does not apply to obsolete products that are no longer repairable.

#### 1.4.15 Obsolescence Clarifications and Exceptions

Rockwell Automation will provide the initial PMA Stock to the customer. Rockwell Automation is not obligated to replace PMA Stock previously opened or put into service that is discontinued (no longer available for sale). If any of the PMA Stock becomes unavailable for sale and continues to be included in this PMA scope of services, Rockwell Automation will make available the following option(s):

- A) **MAINTAIN:** Customer will be notified on a periodic basis as to status changes of PMA Stock. At that time, the customer may: i) request the addition of reserved repair(s) to ensure future serviceability; ii) request additional parts to be added in conjunction with reserved repair; iii) maintain the current agreement with no guarantees of ongoing repair / replenishment. In the event any part is deemed unserviceable, Rockwell Automation will reduce the PMA monthly/quarterly service fee to reflect removal of that PMA Stock from the Agreement and invoice the Customer for the consumed PMA Stock at current customer net pricing. Options i) and ii) will include additional charges and are pending availability at that time.
- B) **SUBSTITUTE:** Customer may substitute Discontinued PMA Stock for the Rockwell Automation recommended product upgrade, product migration, or product conversions. In the event the customer substitutes the identified Discontinued PMA Stock, Rockwell Automation will waive any restocking fees associated with PMA Stock, and replace with the customer's preferred option above. Rockwell Automation will also adjust the PMA monthly/quarterly service fee to reflect the PMA Stock change in the Agreement BOM.
- C) **PURCHASE:** Customer may purchase Discontinued PMA Stock from Rockwell Automation at current customer net pricing. In the event the customer decides to purchase the identified Discontinued PMA Stock, Rockwell Automation will provide a 1 year warranty from time of purchase. Rockwell Automation will also reduce the PMA monthly/quarterly service fee to reflect removal of the PMA Stock from the Agreement.
- D) **RETURN:** Customer may return Discontinued PMA Stock to Rockwell Automation. In the event the customer decides to return the identified Discontinued PMA Stock, Rockwell Automation will waive any restocking fees associated with that PMA Stock.

#### 1.4.16 Reserved Repair Clarifications and Exceptions

**DEFINITION:** Reserved Repair will include protected access to specified repair transactions outlined in the agreement. Rockwell Automation will secure and reserve access to the necessary repair components technical personal and infrastructure (test equipment, procedures, documentation, systems, etc.), whether a transaction is performed during the agreement period. The Reserved Repair obligation will be fulfilled on each line item once the number of contracted repairs is transacted OR the contract term has expired. Should the contract be fulfilled via the consumption of transactions additional repairs may be added to the agreement on a prorated basis based on availability. Regardless of additions, the agreement will stay in force to support the balance of the services or unless cancelled.

- A) **TRANSACTIONS:** Reserved Repair transactions will process through the customer's authorized Allen-Bradley distributor as normal, with no additional actions necessary. Please note that the cost of repair is not included, repair quotation will be provided separately and only if a repair is required.
- B) **WARRANTY:** As with all repairs, warranty for Reserved Repair transactions will be based on the level of service requested. Service levels include Economy (12 Month Warranty), Standard (18 Month Warranty) and Priority (24 month warranty). In extreme cases whereby



the customer's "reserved repair" has been exhausted and all reasonable efforts have been taken to satisfy the warranty, Rockwell Automation reserves the right to satisfy the transaction by full refund.

#### 1.4.17 Preventive Maintenance Support Clarifications & Exceptions

Rockwell Automation will provide preventive maintenance support for all or a subset of PMA stock as defined in this agreement. Preventive maintenance support is limited to the parameters expressly stated within the scope of services herein. Any additional maintenance support requested by the Customer will be an additional charge based on the expanded maintenance support requirements.

- A) **VARIABLE FREQUENCY DRIVES (VFD):** Customer may submit all applicable VFDs in PMA Stock for electrolytic capacitor reforming.
1. VFDs must be present in PMA Stock at the appropriate storage location for no less than thirty-six (36) months and in its original sealed packaging to qualify for submittal. Submittals for subsequent electrolytic capacitor reforming requires no less than thirty-six (36) months after the preceding electrolytic capacitor reforming maintenance activity.
    - 1.1.A.1.1. Electrolytic capacitor reforming will be performed at no charge for VFDs shipped by the Customer to an authorized Remanufacturing and Repair Network. Exchanges and/ or onsite support are available at an additional cost. Return shipping will be provided by Rockwell Automation
    - 1.1.A.1.2. Exchanges – Instead of sending a unit in for capacitor reforming, Customer may request an exchange on a best available basis at 50% of Priority Exchange list price. Preapproval is required through Rockwell Automation Customer Care. Standard Rockwell Automation Priority Exchange terms and conditions apply including late and non-core return fee if necessary.
    - 1.1.A.1.3. Onsite Support – Customer may request onsite support on a custom quote basis. Customer is responsible for scheduling onsite visit with the local, Rockwell Automation authorized distributor.

#### 1.4.18 Packaged Parts Clarifications and Exceptions

**DEFINITION:** Packaged parts are defined as any collection of parts that are identified by one catalog and/or part number. This may include but is not limited to motor control centers, parts kits, minimum order quantity items, training workstations, medium and low voltage configured drives and associated components.

- A) Packaged parts shall be treated as a single PMA Stock part.
- B) Packaged parts shall be treated as consumable items as a default status based on Rockwell Automation Remanufacturing and Repair Network's ability to replenish components associated with the packaged part.
- C) If either the factory seal is broken for the packaged parts or any sub-part(s) of the packaged parts is put into service, the packaged parts are considered consumed by the customer.
- D) If either the factory seal is broken for the packaged parts or any sub-part(s) of the packaged parts is put into service and then returned to the PMA Stock storage area, the warranty is void. Rockwell Automation will have no liability with respect to performance of such equipment and customer will be required to remanufacture the equipment at its standard remanufacturing pricing.



1.4.19 Onsite Bill of Materials

\*\*\*\*\*Drive Capacitors are not included in the Preventative Maintenance Agreement or on the Parts Management Agreement.

**Customer Responsibilities**

Qty	Product	Description
1	20BR481NDANNND0	PowerFlex 700 480V 18 Pulse 400hp Complete Drive for RWW Pump
1	20-750-MFOC-2K2	PowerFlex 750 Kit Fiber Cable 2K2
1	20-750-MFOC-3K2	PowerFlex 750 Kit Fiber Cable 3K2
1	20-750-MI1-C770D740	PowerFlex 750 Kit IGBT Power Structure
1	20-750-MINV-ATIP	PowerFlex 750 Kit, Anti-Tip
1	20-750-ML1-C770D740	PowerFlex 750 Kit LCL Filter
1	20-750-MRAMP1	PowerFlex 750 Kit, Service Ramp
3	22610-103-01-R	FAN MR2B3 SPARE PART
3	25172-551-02-R	0.5E 4800V GOULD 5" FUSE
3	25172-551-04-R	FUSE 4E 4800V GOULD 5 INCH
2	80025-296-08-R	FUSE-BOLT ON-A051B2DARO-24R
1	80026-508-05-R	ASC SNUBBER CAPACITOR, 0.2 UF
1	80026-511-23-R	Line Capacitor
1	80026-511-24-R	Line Capacitor
1	80026-524-01-R	1500W 1PH AC/DC POWER SUPPLY
4	81001-450-52-R	PKGD (2) SGCT MATCHED SET 800A
4	81001-451-82-R	Matched Set of Two SGCT 1500 A
1	81001-956-54-R	PKG SNUBR RES ASSY 500W 10-OHM
1	81001-956-55-R	PKG SNUBR RES ASSY 700W 10-OHM
1	81001-956-80-R	PKG SNUBR RES AS 1500W 7.3-OHM
1	AK-M9-115VAC-1	PowerFlex 70 115V Digital Interface Kit
6	SK-G1-FAN1-F810	PowerFlex 700 Heatsink Fan Kit
6	SK-G1-FAN2-F8910	PowerFlex 700 Capacitor Fan Kit
1	SK-M9-FAN2-CDE1	PowerFlex 70 Internal Stirring Fan Kit
1	SK-R1-BP1	PowerFlex 750 Backplane Interface Kit
5	SK-R1-FAN1-F8	Fan Kit Inverter Heat Sink Size 8 Frame
5	SK-R1-FAN2-F8	PowerFlex 750 Internal Stirring Fan Kit
1	SK-R1-MCB1-PF753	PowerFlex 753 Main Control Board Kit
1	SK-R1-MCB1-PF755	PowerFlex 755 Main Control Board Kit
5	SK-R9-FAN11-F6	Fan Kit Heat Sink NEMA 1 Size 6 Frame
5	SK-R9-FAN14-F6	PowerFlex 750 Heat Sink Fan Kit
1	20-750-MACPC1-CD	PowerFlex 750 Kit AC Precharge Control
1	20-750-MACP-CD-F8M	PowerFlex 750 Kit AC Precharge Module
1	20-750-MACP-CD-TVSS	PowerFlex 750 Kit, ACPC TVSS Module
1	20-750-MACPC-TDR	PowerFlex 750 Kit, ACPC Time Delay Relay
1	20-750-MCART1	PowerFlex 750 Kit, Power Module Cart
1	20-750-MDCBUS-COND	PowerFlex 750 Kit DC Bus Conditioner
1	20-750-MFOC-1K5	PowerFlex 750 Kit Fiber Optic Cable
5	SK-R9-FAN2-F6	Fan Kit Internal Size 6 Frame
1	SK-RM-ACFUSE2-F8	PowerFlex 750 Kit, MD, LCL AC Fuse
1	SK-RM-CSB1-350	PowerFlex 750 Kit CSB Board
1	SK-RM-DCFUSE1-F8	PowerFlex 750 Kit, MD, Inw/Con DC Fuse
1	SK-RM-EMCFB1	PowerFlex 750 Kit EMC Filter Board
1	SK-RM-FIB2-F8	PowerFlex 750 Kit FIB Board LH
1	SK-RM-GRNDCLMP-16	PowerFlex 750 Kit, MD, Grnd Clamp

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Qty	Product	Description
1	SK-RM-GRNDCLMP-185	PowerFlex 750 Kit, MD, Grnd Clamp
1	SK-RM-GRNDCLMP-50	PowerFlex 750 Kit, MD, Grnd Clamp
1	SK-RM-GRNDCLMP-75	PowerFlex 750 Kit, MD, Grnd Clamp
1	SK-RM-IB4DR-FLTR1	PowerFlex 750 Kit, MD, IP21/54 Door Filter
1	SK-RM-IBCB-FUSE1A-F8	PowerFlex 750 Kit, MD, IB Fuse Kit 1A
1	SK-RM-IBFAN1-F8	PowerFlex 750 Kit, MD, IB Exhaust Fan
1	SK-RM-IBFH2-FUSE2A-F8	PowerFlex 750 Kit, MD, IB Fuse Kit 2A
1	SK-RM-IBFH3-FUSE3B-F8	PowerFlex 750 Kit, MD, IB Fuse Kit 3B
1	SK-RM-IBFH4-FUSE4A-F8	PowerFlex 750 Kit, MD, IB Fuse Kit 4A
1	SK-RM-INVAN1-F8	PowerFlex 750 Kit, MD, Module Fan
1	SK-RM-INVAN1-FUSE	PowerFlex 750 Kit, MD, Module Fan, Fuse
1	SK-RM-INV-JMPR-F8	PowerFlex 750 Kit, MD, PS Jumpers
1	SK-RM-LCLCP3-F8M	PowerFlex 750 Kit, MD, LCL Cap Can, 62uF
1	SK-RM-MCB1-PF755	PowerFlex 750 Kit MCB SER. B
1	SK-RM-PB6DR-21FLTR1	PowerFlex 750 Kit, MD, IP21 Door Filter
1	SK-RM-PLI1-F8	PowerFlex 750 Kit, MD, PLI Board
1	SK-RM-PODBP1	PowerFlex 750 Kit Backplane Board
1	SK-RM-PODFAN1-F8	PowerFlex 750 Kit Pod Fan F8

**Quantity 5 of e-stop covers (800T-N310) will be held on-site at Kendall Electric for install during Preventative Maintenance Service for installed drives that do not currently have the covers. Additional \$300.00 added to first year contract to cover the purchase of the covers.**

#### 1.4.20 Maintenance, Electrical, and Operations Staff

Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation Field Service Professional(s) during emergency service calls, scheduled or preventive maintenance visits, and/or system start-up and commissioning activities. They will remain onsite and available as necessary for safety reasons.

#### 1.4.21 System Maintenance and Use

Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features failure modes; (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; and (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

#### 1.4.22 Access to the System

Customer will make the process and systems available to Rockwell Automation during mutually agreed upon scheduled service engagements for the purpose implementing the services and equipment described in this statement of work.

### Assumptions, Clarifications and Exceptions

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The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
A1	<b>Quotation Scope.</b> Any elements not explicitly outlined within this Statement of Work are not included in the deliverables for this Rockwell Automation Services Agreement.
A2	<b>RoHS.</b> Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
A3	<b>Safety and Substance Abuse.</b> Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the DRUG FREE WORKPLACE Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
A4	<b>Job Site Safety.</b> If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. The following activities may occur: <ul style="list-style-type: none"> <li>• Review customer plant safety policies and procedures</li> <li>• Survey work environment for personnel safety</li> <li>• Validate clearances for serviceability</li> <li>• Verify customer locked-out/tagged-out breaker feeding the equipment</li> <li>• Obtain safety equipment from customer (if applicable)</li> </ul>
C1	<b>Documentation.</b> All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C2	<b>Documented Change Request (DCR) Process.</b> Changes to this scope of work requested by Customer throughout the duration of the Support Agreement will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the Rockwell Automation Changes provision for additional terms.
C3	<b>Customer Specific Requirements.</b> This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C4	<b>Maximum Working Time.</b> In compliance with Rockwell Automation safety policies, at no time will a Rockwell Automation Field Service Professional be allowed to work more than a maximum of 16 hours (including travel time) during any 24-hour period. Additional local work laws may vary by geographic region and may be applicable.
C5	<b>Working Hours.</b> Standard Rockwell Automation working hours are Monday through Friday, 8am to 5pm. Any hours outside of these Standard working hours will be billed as follows: <ul style="list-style-type: none"> <li>• 1.5 Times Standard Rate - Saturdays and any hours exceeding (8) on a weekday</li> <li>• 2.0 Times Standard Rate - Sunday hours and holidays.</li> </ul>
C6	<b>Stand-by time</b> is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C7	<b>Existing Devices.</b> Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	All mechanical and electrical installation is to be provided and managed by Customer and their selected Contractor.
C9	All aspects of mechanical, electrical and process safety are requirements of Customer.
C10	<b>Customer Success Publication.</b> Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry,

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	location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
C11	<b>Cybersecurity for Solutions.</b> Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C12	<p><b>Information Security Standards</b></p> <p>In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</p> <p><b>1. Data Transmission</b></p> <p>Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility.</p> <p><b>2. Customer-Provided Hard Disk</b></p> <p>If Rockwell Automation personnel are required to use Customer provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities.</p> <p><b>3. Remote Access</b></p> <p>Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.</p>
E1	<b>PF Remote Monitoring Scope.</b> Parts, installation of parts, and any travel associated with such activity are not included in this Support Agreement. Any part(s) required in coordination with this Support Agreement is the responsibility of Customer.

## 1.5 Customer Block of Time Agreement

### 1.5.1 Basis for Statement of Work

This Rockwell Automation Customer Block of Time Agreement ("Agreement") enables Customer to pre-purchase Rockwell Automation callout services at a lower, fixed hourly rate.

This agreement will provide Customer access to a Rockwell Automation service person that will work under the direction of the customer and may be used on an as-needed basis towards the purchase of transactional (non-contract) emergency service, scheduled service or other non-fixed scope services provided by Rockwell Automation as described in this Statement of Work section.

This Agreement must be paid Yearly. The Agreement value may then be inventoried and utilized at Customer's convenience for 5 Years from the purchase date.

The following details the information used as a basis for this Statement of Work.

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**1.5.2 Solution Description**

Upon Customer's acceptance of this Agreement, Rockwell Automation will create a contract in the Rockwell Automation business system utilizing part number PN-245938. Customer shall reference this contract when scheduling service calls. The value of each service confirmation will be deducted from the balance of service value under the contract. Once the applicable CBOT is depleted, standard callout terms will apply until a new block of time is purchased. Unless otherwise referenced in this agreement, current callout services rates and delivery terms apply.

Contact your local Rockwell Automation Distributor or Sales Office to obtain current callout services rates and delivery terms or schedule callout services: <http://www.rockwellautomation.com/global/distributor-locator/sales-locator.page>

<b>CBOT Hours<sup>2</sup></b>
<b>80 Per Year</b>

**1.5.2.1 Labor**

Labor is time spent working at customer request, either on-site or off-site. This hourly charge will be applied to billable labor time incurred in conjunction with on-site services allowable under this agreement. Overtime is billed at some value multiplied by labor hourly charge. Overtime charges differ by country. Contact your local Rockwell Automation Distributor or Sales Office for current callout services rates and delivery terms.

**1.5.2.2 Waiting Time**

Waiting time is non-working time spent waiting at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be deducted from the contract value per the rate schedule that is applicable for the time of day and day of the service.

**1.5.2.3 Travel**

The travel billing method will be portal to portal and will be based on the CBOT contract hourly rate. This hourly charge will be applied to billable travel time incurred in conjunction with on-site services allowable under this Agreement. Billable travel time shall be determined by the field resource's actual travel time as calculated from point of origin to customer destination and onward to the next destination.

**1.5.2.4 Expenses**

Expenses incurred in association with local travel (including, but not limited to, tolls and miscellaneous) are billed at cost and are subject to a 10% administrative fee. In addition, if receipts are requested an administrative fee may be applied. Non-local travel applies when the field resource is dispatched from outside of three (3) hours round trip. Expenses incurred in association with non-local travel (including, but not limited to, ground transportation, hotel, and meals) will be billed as a flat rate charge per night. Refer to current callout services rates and delivery terms.

Additional expenses may apply and include, but are not limited to, air travel, permits, tolls, customs fees and other incidentals. Such expenses are billed at cost and are subject to a 10% administrative fee.

Material expenses are NOT included in this Agreement and will require a separate Purchase Order. Material expenses will be billed according to Rockwell Automation's standard pricing in effect at the time of services, except in cases of prior contractual agreement.

<sup>2</sup> Hours and CBOT Hourly Rate listed above are for reference only and are applicable to labor and travel (Monday - Friday, first 8 hours/day) for purposes of determining the contract value for the CBOT agreement.

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1.5.2.5 On Call Time

On call time is non-working time spent off-site at the customer's request ready to respond. The value of this time will be deducted from the CBOT per the rate schedule that is applicable for the time of day and day of service.

1.5.2.6 Receipts

Receipts for expenses that are requested by the customer are subject to an administrative fee that varies by country. Refer to current callout services rates and delivery terms.

1.5.3 CBOT Support Activities

The value of this Agreement may be redeemed for, but not limited to, the following on-site support activities:

- Labor services related to Industrial Automation Equipment and Software support (Variable Frequency AC Drives, DC Drives, PLCs, SLCs, PanelView systems, etc.).
- Predictive/Preventative Maintenance; Breakdown Coverage including Emergency Call-Out, Scheduled Call-Out, Troubleshooting & Repair

The value of this Agreement may not be redeemed for on-site support activities related to, but not limited to, any of the following:

- Nuclear facilities or applications
- Chemical demilitarization
- Weapons manufacturing
- Military and defense systems
- Offshore oil and gas applications
- Companies owned in whole or in part by a government entity
- Projects intended for shipment to an embargoed destination
- Work locations categorized as Travel Suspended or Travel Restricted pursuant to the Rockwell Automation High Risk Area Travel Security Process
- Customers with existing pricing agreements in effect with Rockwell Automation at time of service
- Fixed scope services provided by Rockwell Automation

1.5.4 CBOT - Assumptions, Clarifications and Exceptions

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
C1	If the most local resource is not available, Rockwell Automation will dispatch the nearest <i>qualified</i> Field Service Professional to respond to the request. If the customer does not wish to pay additional travel costs, Rockwell Automation will dispatch the <i>first available</i> local Field Service Professional.
E1	All demolition, installation and wiring requirements not included in this proposal. Rockwell Automation Installation Services can be offered upon request at an additional expense.
E2	Parts, installation of parts, and any travel associated with such activity are not included in this Agreement. Any part(s) required in coordination with this Agreement is the responsibility of the customer. Rockwell Automation Field Service Professionals do not carry parts. Parts and materials provided will be invoiced per Rockwell Automation standard pricing in effect at the time of services rendered, except in cases of prior contractual agreement. Rockwell Automation shall be the sole authority to determine warranty/non-warranty status of any service disputes.

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## 1.6 Rockwell Automation Commitment for Sales Through Distribution

In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.

**General.** This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

**Warranty. (a) Warranty for the Work:** Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

**(b) Products Warranty:** Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

**(c) Services Warranty:** Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

**(d) Remedies:** Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

**(e) General:** Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

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(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

**Disclaimer and Limitation of Liability.** NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

**Software Licenses and Ownership.** (a) *Standard Software.* Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software.* Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

**Government Clauses and Contracts.** No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

**Confidentiality.** (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of



confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

**Delivery.** Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

**Acceptance.** (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided Interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

**Changes.** Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

**Temporary Suspension of Work by Customer.** Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation because of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

**Safety and Standards.** Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

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**Site Rules, Licenses, Permits, Site Preparation.** (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

**Customer Specification.** (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sold by Kendall Electric from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) *RoHS:* Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

**Customer Information.** (a) Customer represents and warrants that it has the rights to the Information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

**Independent Terms.** Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

**Effective Date.** This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will

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**Rockwell  
Automation**



LoVo Systems, Inc.  
WPCP Medium Voltage and Low Voltage Drives Five Year PM, PMA & CBOT  
Fixed Price Proposal  
[Proposal.Rev#]

become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Accepted.

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

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## 2 Distributor Commercial Terms

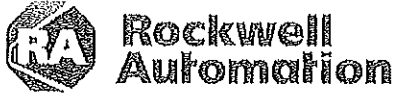
### 2.1 Pricing Summary

KENDALL ELECTRIC's price is based on the Statement of Work set forth in Section 1 above. All prices are in US Dollars. Quotation is valid through July 1, 2021.

Description	Price
<b>WPCP Area - Five (5) Years Preventive Maintenance</b>	
Serial # Frame 8 - Headworks Electrical West Six (06) Low Voltage Power Flex 700 VFD Drive Preventative Maintenance	\$ 374,670.00
Serial # Frame 8 - Morton St Five (05) Low Voltage Power Flex 755 VFD Drive Preventative Maintenance	
Serial # Frame 6 - Effluent Pump Station Five (05) Low Voltage Power Flex 753 VFD Drive Preventative Maintenance	
Serial # Frame 6 - Electrical Bldg Two (02) Low Voltage Power Flex 753 VFD Drive Preventative Maintenance	
Serial # 7011893-001-11 - Medium Voltage PF7000 VFD Year 4 to Year 8 Preventative Maintenance	
Serial # 7011893-010-11 - Medium Voltage PF7000 VFD Year 4 to Year 8 Preventative Maintenance	
Serial # 7011893-004-11 - Medium Voltage PF7000 VFD Year 4 to Year 8 Preventative Maintenance	
Serial # 7011893-013-11 - Medium Voltage PF7000 VFD Year 4 to Year 8 Preventative Maintenance	
Serial # Frame 6 - Chlorine Contact Two (02) Low Voltage Power Flex 753 VFD Drive Preventative Maintenance	
Onsite Parts management Agreement (P1 PMA)	
Customer Block of Time (CBOT)	\$ 90,260.00
E-Stop covers Part Number 800T-N310 qty 5 included in first year invoice schedule \$300	
<b>TOTAL</b>	<b>\$688,320.00</b>

The total price provided is based on the purchase of the full scope of supply. Unless unit pricing is called out as an add or delete price, any itemized unit pricing is approximate and provided for informational purposes only and does not constitute an offer.

Please reference the Document Change Request (DCR) process outlined in Assumptions, Clarifications & Exceptions for any changes to the existing quotation.



## 2.2 Invoicing Schedule

Description	Milestone	Payment Amount
City of Fort Wayne WPCP Drive Maintenance Five Year PM, PMA & CBOT Solution	Milestone #1: Upon receipt of PO for WPCP Area	\$137,664
	Milestone #2: Upon Start of Year 2 of PM for WPCP Area	\$137,664
	Milestone #3: Upon Start of Year 3 of PM for WPCP Area	\$137,664
	Milestone #4: Upon Start of Year 4 of PM for WPCP Area	\$137,664
	Milestone #5: Upon Start of Year 5 of PM for WPCP Area	\$137,664

**Delivery:** 6 Weeks FRO  
 (Equipment delivery based on availability at time of purchase, subject to change)

**Freight:** FCA Rockwell Automation plant or warehouse (Incoterms<sup>®3</sup> 2020)

## 2.3 Purchase Order Instructions

Please remit Purchase Order to Kendall Electric.

## 2.4 KENDALL ELECTRIC Terms and Conditions of Sale

This quotation is an offer to sell you the goods or services described herein on the terms set forth above and, unless otherwise agreed in a signed writing, on our standard Terms and Conditions of Sale which are available at [www.kendallelectric.com/tandc.asp](http://www.kendallelectric.com/tandc.asp) or by calling 800-632-5422. Your order of any goods or services identified in this quotation constitutes your acceptance of our standard Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers we received from you. Prices expire on, and are subject to change after, **July 1, 2021**.

<sup>3</sup> Incoterms<sup>®</sup> is a trademark of the International Chamber of Commerce (ICC).

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# CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B

KENDELE-CL

JTEVAULT

DATE (MM/DD/YYYY)  
1/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gregory & Appel Insurance 1402 N Capitol Suite 400 Indianapolis, IN 46202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (317) 634-7491	FAX (A/C, No): (317) 634-6629
	EMAIL Address: corp@gregoryappel.com	
INSURED  Kendall Electric, Inc. 6101 S. Sprinkle Rd. Portage, MI 49002-2049	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Co	NAIC # 16535
	INSURER B: American Zurich Insurance Co	40142
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL02866232	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2866231	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2866230	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ADDITIONAL NAMED INSURED: Kendall Electric; Great Lakes Automallon Supply; Galloup; Smith Instrument; Merto Energy; Wabash Electric Supply, Inc.; Becker Electric Supply, Inc.; Forberg Scientific, Inc.

<b>CERTIFICATE HOLDER</b>  City of Fort Wayne Its Divisions and Subsidiaries Citizens Squire Fort Wayne, IN 46802	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





## Exhibit C: Terms and Conditions

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a)	Worker's Compensation	per statutory requirements.
(b)	General Liability	\$1,000,000 minimum per occurrence/ \$1,000,000 aggregate
(c)	Automobile Liability	\$1,000,000 minimum per occurrence
(d)	Products Liability	\$1,000,000 minimum per occurrence
(e)	Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:  
**CITIZENS SQUARE**  
City of Fort Wayne Purchasing Department  
200 B Berry, Suite 490  
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any notification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of Homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



CITY OF FORT WAYNE, INDIANA

Kendall Electric  
(Vendor Name)

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

(iii) Not Applicable (If N/A, go to Section 2)  (N/A)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship  stock

partnership interest  units (LLC)

other (explain) \_\_\_\_\_

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):  
ownership interest:

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

**Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)**

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:  
Yes \_\_\_\_\_ No  X

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- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)  
Including contractual employment for services in the previous 3 years:  
Yes \_\_\_\_\_ No  X

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- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:  
Yes \_\_\_\_\_ No  X

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**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

- a. Does Vendor have current contracts (including leases) with the City? Yes \_\_\_\_\_ No  X

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

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- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes \_\_\_\_\_ No  X

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

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c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes \_\_\_\_\_ No  X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

**Section 4: CERTIFICATION OF DISCLOSURES**

**In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:**

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense

of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Kendall Electric \_\_\_\_\_  
(Name of Vendor)

4621 Executive Blvd. Fort Wayne, IN 46808

Address

( 260 ) 402-6848 \_\_\_\_\_

Telephone

Dave.herb@kendallelectric.com

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed)

DAVID HERB

Title

ACCOUNT MANAGER

Signature

David Herb

Date

1/14/21

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.**