



**Solicitation Number: RFP #041123**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 ("Sourcewell") and Schröder Lighting LLC, 1750 E Golf RD STE 391, Schaumburg, IL 601735041, United States (Supplier or Schröder).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions** with Related Technology, Equipment, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 16, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract as Attachment 1.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. The Equipment, Products or Services provided in accordance with this Contract are subject to the terms and conditions of the "Standard Product Warranty," attached and incorporated to this Contract as Attachment 2 (hereinafter "Warranty"). Supplier warrants that all Equipment, Products, and Services sold to Sourcewell or the Participating Entities are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended by the manufacturer, provided they have been stored, installed, maintained and used in compliance with the Warranty. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized manufacturer representatives relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information. The Supplier's complete and updated list of authorized manufacturer representatives can be found in the following link: <https://us.schreder.com/en/landing-page-marketing/representatives>

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes

all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Save notification of a complaint by registered email with return receipt within twenty (20) business days following the date of delivery and/or the date of the first performance of the Services, the Participating Entity shall be deemed to have accepted the Products and/or Services without reservation. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time set out in the Warranty at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible as set out in the Warranty and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable in accordance with the Warranty.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized manufacturer representative as referred to in clause 2 - C of this Contract. . If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number and the terms and conditions applicable to the sale will be those attached and incorporated into this Contract as Attachment 3 . All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Nevertheless, the terms and conditions related to (i) Supplier's liability, (ii) Supplier's Intellectual Property Rights and (iii) the Warranty set out in this Contract shall remain unchanged and may not be modified by other documents. In the event of any inconsistency between this Contract and other documents with respect to the above-mentioned matters, the terms and conditions set forth in this Contract shall prevail. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier . Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body

at levels sufficient to pay for the equipment, products, or services to be purchased. Nevertheless, the Participating Entity cannot cancel an order once it has been released for production; or

2. Federal, state, or provincial laws or regulations prohibit the purchase or implement a mandate that changes the Participating Entity's purchase order requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Parties making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;

- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under

this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and the Warranty. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Notwithstanding anything else contained herein to the contrary and to the maximum extent permitted by applicable law, in no event will: (a) either party be liable to the other for any consequential, exemplary, incidental, indirect, punitive, special, speculative or other damages, arising in any manner pursuant to or in connection with , the materials or the services (even if the other party is made aware of the potential for such damages); and (b) supplier's total, aggregate and cumulative contractual liability towards Sourcewell and/or the Participating entities, if any, under any contract, shall not exceed fifty(50)percent of the value of the goods sold to Sourcewell or the Participating Entity .



## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. Sourcewell and the Participating entities acknowledge the intellectual and industrial property rights of Schröder SA vis-à-vis all Schröder Products and/or Services. Therefore, Sourcewell and the Participating entities shall not have or acquire, by virtue of this Contract, any right, title or interest in any trademark, trade name, patent or patent application, label, copyright or other industrial and/or intellectual property right for all or part of the Products or Services owned by Schröder. In no case, Sourcewell and the Participating entities will infringe the said intellectual and industrial property rights of Schröder SA nor use or exploit it for its own purpose.
2. *Grant of License to use Trademark(s).* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. For the duration of this Contract, Supplier grants to Sourcewell a royalty-free, within the territory contemplated in the Contract, non-exclusive right and license to use Supplier's trademarks (as specified in Attachment 4) in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell. Supplier can withdraw this license at anytime, partially or not, for a particular use and/or material or for all use and/or material. Sourcewell shall not be authorized to create or lead any Internet domain (URL) with references to any Schröder's trade names or trademarks and/or to any of the Products.
3. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. The sublicense granted hereunder will be subject to the terms and conditions of this Article. Each sublicensee shall be approved by the grantor party prior to the grant of the sublicense. The grantor party shall have the right to withhold approval of any sublicensee for reasonable concerns. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
4. *Trademark's Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided

and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks.

5. *Termination*. Upon the termination of this Contract for any reason, each party, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting pre-printed catalog which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. Parties will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, Parties must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If Parties fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the defaulting Party will bear any additional costs incurred by the other Party as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident  
 \$500,000 policy limit for bodily injury by disease  
 \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
 \$1,000,000 Personal and Advertising Injury  
 \$2,000,000 aggregate for products liability-completed operations  
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence  
 \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling

Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

**20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

**21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

A. If a Participating Entities requires Federal terms for a project , the Participating Entity and Supplier will work together to add specific terms.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Schröder Lighting, LLC

DocuSigned by:  
*Jeremy Schwartz*  
BY: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/7/2023 | 1:27 PM CDT

DocuSigned by:  
*ERIN SZCZEPANIK*  
BY: C205355F87ED472...  
Erin Szczepanik  
Title: US Finance & HR Manager  
Date: 8/9/2023 | 4:18 PM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
8/10/2023 | 7:53 AM CDT  
Date: \_\_\_\_\_

Schröder Lighting, LLC  
DocuSigned by:  
*Steve Mills*  
BA91AD83CA064EA...  
By: \_\_\_\_\_  
Steven Mills  
Title: President-North America  
8/7/2023 | 2:49 PM CDT  
Date: \_\_\_\_\_

**ATTACHMENT 1 – PROPOSAL**

**[Insert]**



# RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

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## Vendor Details

Company Name: Schreder Lighting LLC  
Address: 1750 E. GOLF ROAD  
SUITE 391  
SCHAUMBURG, Illinois 60173  
Contact: Lori Smith  
Email: l.smith@schreder.com  
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HST#: 42-1715512

## Submission Details

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Submitter's IP Address: 165.225.60.83

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	USA: Schréder Lighting, LLC Canada: Schréder Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	USA: FEIN: 42-1715512 Canada: NEQ:1163431464
5	Proposer Physical Address:	USA: 1750 E Golf Road, Suite 391, Schaumburg, IL 60173 Canada: 3539 Ashby, Saint-Laurent (Qc), H4R 2K3
6	Proposer website address (or addresses):	USA: www.schreder.us Canada: www.schreder.ca
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	USA: Erin Szczepanik and Steve Mills (both need to sign) Erin Szczepanik (US Finance & HR Manager 1750 E Golf Road, Suite 391, Schaumburg, IL 60173 e.szczepanik@schreder.com 847-621-5130 ext. 2  Steve Mills President - North America 1750 E Golf Road, Suite 391, Schaumburg, IL 60173 smills@schreder.com 724-612-4438).  Canada: Cathy Landry and Marc Saive (both need to sign) Cathy Landry, CPA, CMA Regional Finance Business Partner - North America 3539 Ashby  Montreal, QC, H4R 2K3, Canada T +1 (514) 337-6440 ext. 430   C +1 (514) 588-7542 clandry@schreder.com  Marc Saive General Manager of Canada 3539 Ashby  Montreal, QC, H4R 2K3, Canada T +1 (514) 337-6440 m.saive@schrederinc.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	USA: Lori Smith Sales Manager USA 1750 E. Golf Road, Suite 391 Schaumburg, IL 60173 M 630/337-2278 l.smith@schreder.com  Canada Joanna Luciano, P. Eng., PMP Product Marketing Manager - North America 3539 Ashby  Montreal, QC, H4R 2K3, Canada T 514-968-9669 jluciano@schreder.com

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	USA and Canada: Becky Hu Customer Service - North America 1750 E. Golf Road, Suite 391 Schaumburg, IL 60173 PH (847) 621-5130 b.hu@schreder.com
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**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Schröder is the leading independent outdoor lighting solution provider worldwide. The company, founded in 1907, is present in over 70 countries on 5 continents.</p> <p>Our tradition of engineering means we have been at the forefront of innovation throughout our history. The latest wave of urbanism means that city centers are becoming more vital than ever and lighting and connectivity is crucial. Experts in Lightability, we propose lighting infrastructure that will play a pivotal role in building Smart Cities and future communication networks.</p> <p>Our purpose is to deliver an outstanding experience by accompanying our customers along every step of their journey, from design to after-sales service, including light, control systems, CCTV, WiFi, EV chargers and many more smart features.</p> <p>Environmentally, economically, and socially sustainable lighting has always been part of Schröder's DNA. We have already helped many cities, industries and sports venues worldwide to reduce their energy bills and carbon footprint by switching to LED technology. By integrating our control systems, they achieve further energy-savings and deliver a better people-centered experience.</p> <p>Our century-long experience has given us the clarity and insights to help cities transform their street lighting upgrades into the foundation for their smart city eco-systems. Our systems are open and interoperable to seamlessly interact with sensors and actuators deployed throughout public spaces and to solve existing and future needs.</p> <p>We are constantly pushing the limits of our technology to enable communities such as Valencia in Spain, Bad Hersfeld in Germany and Queensland in Australia to better manage their assets, reduce their expenditure and preserve their identity and their environment.</p>
11	What are your company's expectations in the event of an award?	Our company is extremely excited at the prospect of concluding a contract with Sourcewell. We believe being a part of Sourcewell is a tremendous sales tool for all our channels, internal and external. We expect to increase our exposure in the market and we expect to deliver quality projects to Sourcewell members who are looking for vetted solutions.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see PDF "comptann_consolidated_2021_20220414" in documents.
13	What is your US market share for the solutions that you are proposing?	With our portfolio of custom designed full sports solutions, we estimate that Schreder's market share is 5% this number and is increasing each year.
14	What is your Canadian market share for the solutions that you are proposing?	With our portfolio of custom designed full sports solutions, we consider that Schreder has 20% of the sport lighting market share in Quebec. For the whole of Canada, we estimate that Schreder's market share is 5% this number and is increasing each year.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

<p>16</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B) USA: Schröder global is a manufacturer of outdoor LED lighting. We have seven factories around the world that produce products mainly in sports lighting, road, urban, tunnel, airport, and large area. In the United-States, Schröder LLC works in a hybrid model of both agent representation and direct sales. We have identified the agents who work best with our product and who understand our line and can leverage our know how to reach the most clients. Through our long-standing relationships with over 20 agents around the country, we trust that our client is getting an optimal lighting solution via these collaborations.</p> <p>Our sales structure in the USA works in collaboration with these agents to identify projects for which our solutions would be best suited, this allows us to maximize our sales channels. In some areas we work directly to consumer and support projects via our local technical support team. We have team members who have many years of experience in both design and commissioning of both indoor and outdoor sports projects.</p> <p>Our strong products and strong knowledge are put to work to benefit our end user by offering the most optimal, given each and every unique scenario, solution for that specific application. Whether it be direct or via agencies, Schröder never loses sight of our goal - to provide the right light to meet our clients' needs.</p> <p>B) Canada: Schröder global is a manufacturer of outdoor LED lighting. We have seven factories around the world that produce products in sports lighting, road, urban, tunnel, airport, and large area. In Canada we have chosen a sales model where we sell directly without any exclusive partnerships with agent distributors in all provinces except British-Columbia. We have an internal sales team with a deep product expertise that covers the country, as well as a technical support team that directly has an input on our clients' projects. In this manner we can provide the right light for any project.</p> <p>Schröder Inc works internally to obtain goods from our own manufacturing plants and get those products to our clients. This closeness with our factories allows the opportunity for maximum quality assurance and assurance that all product characteristics are produced to meet quality standards expected of our Group.</p> <p>The ability to work directly with end users on hundreds of projects has provided us the expertise to know the optimal ways to work with our product, something that may be more challenging working via agencies. Our goal remains to provide the client with the right light for their application, and with transparent pricing and direct contact we can do just that. We work with the client or the end user to optimize any design. We have the technical and practical expertise to consult on any sports project, from recreational to professional.</p>
<p>17</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Schröder is a manufacturer and all products sold in North America are UL listed and are tested at Schröder's laboratory in order to meet company standards. No certifications are required but expertise in the illumination of sports venues is necessary.</p> <p>The Schreder USA Sales Manager is the secretary of the Illuminating Engineering Society (IES) Sports Lighting Committee which sets the Recommended Practices (RP) for lighting sports venues and has 15 years of experience lighting sports venues.</p> <p>The Schreder North American Applications Manager has 12 Years of experience in lighting Testing for the first ever-accredited NVLAP ISO17025 independent lighting laboratory. Wrote the first ever SSL (LED) test method before the issue of IES-LM79, optimized HID reflectors and LED luminaires for many lighting manufacturer to fit their lighting requirements and construction reviews for UL and CSA accreditation.</p> <p>Additionally, the Schreder North American Applications Manager has tested and issued photometric, colorimetric, thermal and life performance reports for more than 12000 luminaires for DLC/Lighting Facts/Energy Star certifications. Developed with the DOE (Department of Energy USA) and the NIST (National Institute of Technology USA) lighting requirements.</p> <p>Furthermore Schreder North American Applications Manager also has 14 Years of experience in sport lighting design, high knowledge in lighting calculations and AGI32 software with over 250 sport field lighting design (Stadiums, city parks and recreational areas). 25 Years of Experience in professional photography and videography – a must for any sport stadium lighting design since the camera location and the type of light source used is very critical for filmed sport competitions.</p>

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither the USA or Canada have been subject to any Suspension or Debarment.	*
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	USA: Please see complete list at: <a href="https://www.schreder.com/en-us/news">https://www.schreder.com/en-us/news</a> Canada: Please see complete list at: <a href="https://www.schreder.com/en-ca/news">https://www.schreder.com/en-ca/news</a>	*
20	What percentage of your sales are to the governmental sector in the past three years	USA: Most of the USA business is with the government authorities and for the past 3 years USA had 64% of the sales from different government agencies. Canada: Most of the Canadian site business is with the government authorities. For the past 3 years Canadian site sold for 75% of the sales to different government authorities.	*
21	What percentage of your sales are to the education sector in the past three years	USA: For the past 3 years USA sold for 14% of the sales to various educational entities. Canada: For the past 3 years Canada sold for 5% of the sales to various educational entities.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	USA: State of Utah Ball Field Sports Lighting Contract Ma3076 with annual sales of over \$100,000. Canada: Currently no cooperative purchasing contracts are in place.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	The USA and Canada do not currently have any.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Long Island University NYC (Hunter Roberts)	Anthony DePaul Jr.	(212) 699-4746	*
Maverik Center, Utah	James P Fuoco	(801) 988-8814	*
Lee Kay Public Shooting Range Hunter Ed Rifle Range Utah	George Sommer	801-972-1326	*
City of Laval, Canada	Michel Morin	+1-450-661-5022	
City of Montreal, Canada	Marc Morin	+1-514-776-0044	

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
OPT OUT	Government	Florida - FL	Lighting retrofit from HID to LED	\$273,169 \$261,837 \$61,055 \$27,617 \$45,000 \$2,911	\$631,000
OPT OUT	Government	Maryland - MD	Lighting retrofit from HID to LED	\$174,000 \$126,429 \$91,800 \$40,455 \$37,905 \$30,800 \$22,860 \$17,760	\$542,000
OPT OUT	Education	New York - NY	New ballfield pole and LED luminaire installation	\$254,110 \$165,970 \$4,920 \$1,790	\$419,970
OPT OUT	Government	California - CA	Lighting retrofit from HID to LED	19 orders orders consisting of amounts from \$1,335 to \$39,015	\$360,000
OPT OUT	Government	Pennsylvania - PA	Lighting retrofit from HID to LED	\$203,700	\$203,700

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>USA: Schreder has a directly employed staff of outside sales, inside sales, engineers, lighting designers, product managers, project managers, and marketing team, to support the local Sales Rep agencies in North America with lighting designs, pole/bracket design, sports lighting controls, onsite illumination verification, sales/project presentations, and RFQ requests. This support team is set up to provide the Sourcewell network access to lighting experts to support any lighting need they may have in a sports venue, including sports but also parking lots, roadway, entertainment illumination. WiFi, security cameras, intercom/speakers, and panic button/strobe light notification.</p> <p>In the United-States, Schröder's office is located in the Chicago suburb of Schaumburg, Illinois. Schröder USA team of specialists is spread across the country and are available to travel whenever required, this has been the model and works quite well to keep us close to the field and always close to our clients.</p> <p>We have an internal sales support structure located in North America who is knowledgeable to all design requirements and IES recommendations and other specific details for the North American market. Our team of employees remains at our clients' disposal for any pre to post sales activities.</p> <p>For Agent Representatives contacts see PDF "Representative contact list per State" .</p> <p>Schreder Canada has a directly employed staff of outside sales, inside sales, engineers, lighting designers, product managers, project managers, and marketing team, to support customers with lighting designs, pole/bracket design, sports lighting controls, onsite illumination verification, sales/project presentations, and RFQ requests. This support team is set up to provide the Sourcewell network access to lighting experts to support any lighting need they may have in a sports venue, including sports but also parking lots, roadway, entertainment illumination. WiFi, security cameras, intercom/speakers, and panic button/strobe light notification.</p> <p>Schröder Inc. has a head office established in Montréal, Québec. From this office works our internal technical support team including photometrics, engineering and customer service and we have team members available to travel nationally for various commissioning activities. Being a local entity, Sourcewell participating entities will have direct access to our internal support staff, with the possibility to be served in English and French. We have sales representatives that cover the country as well as an agent in British-Columbia.</p> <p>We have an internal sales support structure in Canada who is knowledgeable to all design requirements and IES recommendations and other location specific details for the North American market. Our team of employees remains at our clients' disposal for any pre to post sales activities.</p> <p>Schreder Canada Team Sales contacts are: France Bourassa - Sales for Québec and the Maritimes Pierre Munha - Sales for Ontario Daniel Ramirez - Internal sales, Canada James Rowe - Sales Director</p>
27	Dealer network or other distribution methods.	Both Schreder USA and Canada will accept orders direct or through all major electrical distributors. The Schreder Direct support team can assist customers in either establishing a line of credit or providing contacts for several distributors in all territories that have an open line of credit with Schreder.
28	Service force.	Both Schreder USA and Canada teams are dedicated to responding quickly to service, support, and warranty questions and our controls team is available to provide scheduling and report assistance, along with one-on-one virtual training. The customer will only need to deal with the Schreder warranty and service department in the event of a warranty issue.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Both Schreder USA and Canada orders can be submitted directly to Schreder or through an Electrical Distributor. If the customer is not already set up in our customer data base we will request that they fill out a simple credit application.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Both Schreder USA and Canada have a direct customer support teams based in Illinois USA and Montreal, Canada, that are available for quick responses and assistance with organization of logistics, planning, and support for warranty claims. Our support teams are comprised of electrical, mechanical, and controls engineers, who can quickly assess and analyze the issue. Additionally we provide scheduling and report assistance along with either virtual or onsite training.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Schröder has been established in the USA since 2007, providing optimal lighting solutions to its clients. We have the ability to provide products and services to clients in the USA and in Canada and are very willing to continue doing so.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Schröder has been established in Canada since 2006, providing optimal lighting solutions to its clients. We have the ability to provide products and services to clients in the USA and in Canada and are very willing to continue doing so.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are not any geographic areas that are excluded.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are not any entities that we will not be fully serving through this proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract requirements or restrictions that would apply to entities in Hawaii and Alaska and in US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Schröder in North America is very excited about this contract opportunity. Upon being selected our marketing team will work on both digital and physical material. We will train internal and external sales teams to the details of this contract and which products and which clients could benefit from this partnership. We have select paper brochures that we like to print in small batches for targeted clients. We would propose a sports brochure doing the Sourcewell logo that could be left with clients after visits as a reminder of our collaboration. We will promote the partnership on our US and Canadian websites and promote regularly on LinkedIn. We will also send out all relevant digital information to our agents informing them of our partnership and how they can promote this contract through their channels. Continuous updates and training are offered to agents to reiterate our company messaging. Additionally, we will contact our direct clients in engineering firms and design firms to inform them of the Sourcewell contract and how to proceed. Attached is an example of a brochure we have, one the theme of sports would be designed to reach our Sourcewell targeted audience.  Please see PDF's of sample marketing brochures.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Schreder uses all social media outlets, including and not limited to, Schreder website, YouTube, LinkedIn, Twitter and Instagram.  In North-America our LinkedIn following is steadily increasing as we focus on sharing material that our readers find useful. This has been working to solidify our brand in the market and bring awareness to the segments we operate in within the lighting world. We analyze website traffic and work to optimize SEO in our copywriting.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's strength is introducing our products to a large number of government, educational and non profit organizations. We will will systematically inform public customers about this contract when visiting them and promote it through our communication channels. Schröder Inc will expect that Sourcewell promote Schröder products within their marketing activities to their members.  A Sourcewell-awarded contract will fall into our sales process at the initiation stage as identification will be confirmed and the client will fall into Schröder's sales process.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products and services are not available through any e-procurement ordering process. We accept orders via-email and will provide a formal quotation to clients on which a purchase order can be then based for ordering.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	



40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Schreder includes virtual training on all products and controls systems from our team of mechanical, electrical, and controls engineers. Controls scheduling and report tutorials are included at no charge and annual service support contracts along with project site visits are available as an option and can be coordinated through our Customer Service Dept. *
41	Describe any technological advances that your proposed products or services offer.	<p>Photometric Innovation:                      Pioneers in lighting technology, our lighting solutions deliver the right light in the right place. We have developed numerous photometric engines over the years to provide the best solution for every project in terms of performance, comfort, desired outcome and return on investment. We constantly strive to innovate and develop solutions that are as positive for people as they are sustainable for the environment. We can blend our photometrical excellence with bespoke design for excellent custom results. Our accredited laboratory, with our own goniophotometer and spectrometer allows us to design and test photometry to suit all applications.</p> <p>Design:                      With more than 100 years of experience in lighting, we combine our technical and photometrical know-how to ensure that these concepts become viable solutions that respect lighting standards. Our teams are involved in the development of lighting standards, advising instrumental committees and panels. Using the latest design software, we provide a comprehensive and complete lighting design proposal with all the reports, calculations, layouts and visualizations that you need. The variety of formats to display our designs enables all stakeholders to immerse themselves in and fully understand the design.</p> <p>Our lighting design teams work alongside our customers to understand their needs and support them in achieving their vision. Our team of experts can visit your space to put together an inventory of existing fixtures, assess how the area is used, carry out a color temperature analysis and a detailed survey of your environment. By drawing on our extensive know-how in lighting design and project management, we can curate an innovative and conceptual design for our customers, which mitigates any risks that may occur during the project. *</p> <p>Optics:                      We design all of our own optics and use the most advanced LED diodes to control the light in a way that was not possible with legacy HID technology. Reducing the impact of light to surrounding neighborhoods, the players and the spectators and also protect the night skies is integral to a sports lighting installation. Instant on/off, dimming, and controls for entertainment theatrics is also available via smart phone, remote computers, or onsite switches.</p> <p>Hardware:                      We offer integral and remote driver options and 10KV surge protection to ensure the longevity of the LED's and electronic components. When retrofitting an existing Metal Halide HID fixture with an integral ballast, it's easy for Sourcwell members to choose a LED luminaire with an integral driver that will be plug and play to minimize complexity and cost. Additionally, we offer luminaires with hoods and vertical and horizontal louvres for glare control.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Schreder is committed to playing a key role in protecting the environment by reducing the impact of our operations, products and services.                      For 2023, we aim to reduce our company carbon footprint by 25% (compared to 2018). In 2020, we had already achieved a 16% reduction compared to 2018.                      We will achieve this by reducing:                      *our consumption of raw materials by reviewing our product design to increase material efficiency;                      *the impact of our energy consumption by shifting, wherever possible, our factories to green energy and by investing in technologies that enable energy savings;                      *the impact of our logistics operations through flow optimization;                      *our employee mobility impact by limiting business travel and integrating greener mobility solutions for employees. *</p> <p>Schreder Sustainability Initiatives:                      *Together for our Future <a href="https://ca.schreder.com/en/together-our-future">https://ca.schreder.com/en/together-our-future</a>                      *Together for our Planet: <a href="https://ca.schreder.com/en/together-our-planet">https://ca.schreder.com/en/together-our-planet</a>                      *Together for our People: <a href="https://ca.schreder.com/en/together-our-people">https://ca.schreder.com/en/together-our-people</a>                      *Together for our Community: <a href="https://ca.schreder.com/en/together-our-community">https://ca.schreder.com/en/together-our-community</a>                      * Circle Light Label: <a href="https://ca.schreder.com/en/what-we-do/solutions/circle-light-label-help-customers-adopt-circular-economy">https://ca.schreder.com/en/what-we-do/solutions/circle-light-label-help-customers-adopt-circular-economy</a></p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Schröder has been awarded the Gold level, with a score of 68 out of 100 points, in the EcoVadis 2022 internationally recognized sustainability rating. This rating places Schröder in the top 5% of global suppliers across all industries and recognizes our continuous commitment to all aspects of sustainability.</p> <p>EcoVadis evaluates more than 85,000 organizations in over 160 countries and in over 200 industries every year. Based on 21 criteria, the rating assesses a company's performance in four categories: Environment, Labor and Human Rights, Ethics and Sustainable Procurement.</p> <p>After receiving Bronze in 2020 and Silver in 2021, we have shown our determination and commitment to systematically improving our sustainability performance. This achievement is thanks to excellent progress in all areas with a special focus on our sustainable procurement policies in 2022.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Schreder Lighting is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Schröder has been in business 114 years and is one of the leading global luminaire manufacturers. We are experts in lighting design and providing innovative and integrated solutions for any type of sports venue, from park &amp; rec facilities to professional and Olympic venues. What sets Schreder apart from other sports lighting manufacturers is that we can provide luminaires for parking lot, roadway, exterior building, and high mast illumination along with Smart City technology including WiFi, security cameras, speakers/intercoms, wayfinding and sensors.</p> <p>We understand that light is crucial for all classes of play, recreational through professional sports, and that lighting is paramount for engaging the fan experience and HD broadcasting. We design all our optics and provide standard solutions or custom engineered systems with poles, cross arms, brackets, luminaires, and controls. Our sports luminaire portfolio includes luminaires with integral or remote drivers, RGB and Tunable solutions for fan entertainment affects, corrosion resistant paint, and luminaires suitable for natatoriums.</p> <p>Customers are assured that when working with Schreder, they're engaged with a well-established company with a long history of customer satisfaction. We work with owners, owner representatives, and engineering/consulting firms, to understand all project criteria and provide the perfect solution. Additionally, we offer extended warranty and light level performance guarantees.</p>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products/parts are included but not the labor.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The CUSTOMER shall comply with the following conditions to claim under the warranty established herein: (1) duly notify SCHREDER in writing within thirty (30) calendar days after CUSTOMER detected or should have detected the defect and in any case within the Warranty Period of such defect; and (2) bear shipping, disassembly, reassembly and other costs of any kind; and (3) satisfy SCHREDER that the Goods have not been subject to abnormal or unusual use, wilful damage, negligence or used for a purpose which was not stipulated by CUSTOMER in the Order and that the Goods have not been exposed only to normal wear and tear; and (4) CUSTOMER has not carried out or made any third party carry out repairs, replacements, adjustments or alterations on the Goods without SCHREDER's express prior written agreement; and (5) CUSTOMER has installed or procured the installation of the Goods strictly in accordance with instructions supplied by SCHREDER for that purpose and the defect or fault has not been caused by the careless installation or maintenance of the Goods by CUSTOMER or third parties. Should CUSTOMER assemble the control gear or other devices itself, it bears exclusive and full responsibility for any electrical problem that may arise; and (6) has not continued the use of the Goods after having notified SCHREDER of the defect. 5.5. This warranty does not apply to damage or malfunctions in Goods delivered by SCHREDER which are caused by: (1) a failure in performance, structural defect or functional deficient when SCHREDER has complied in full with CUSTOMER's written briefs, drawings or designs ("Specifications") for Goods to be supplied by SCHREDER, which Specifications subsequently are found to be inadequate, incomplete or defective; or (2) electrical surges or other variations in the electrical supply, or the supply of electricity at a level which exceeds the maximum recommended power supply to enable the Goods to perform safely and properly; or (3) corrosion due to an abnormal environment or to chemical or other elements extraneous to the manufacturing process (eg: salt) or other natural hazard. The warranty shall apply to the replaced Good(s) or part(s) thereof until expiry of the remaining duration of the Warranty Period. 5.6. LED luminaires shall not be considered defective solely as a result of the failure of individual LED components if the number of inoperable components is less than 10% of the total number of LED components in the LED luminaire. 5.7. The present article is not applicable to Services provided by SCHREDER, which are subject to specific warranties.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We are not offering any repairs, but we can send a technician to help you find the problem if needed.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, everything purchased with us is part of our warranty.	*
51	What are your proposed exchange and return programs and policies?	Terminating the Contract, without prior notice nor compensation. SCHREDER shall then be entitled to an indemnity for breach of Contract which shall at least amount to thirty percent (30%) of the total net price agreed. Any advance or down payments, whatever their value, shall be forfeited to SCHREDER.	*
52	Describe any service contract options for the items included in your proposal.	We offer photometry analysis and commissioning if needed.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	For a customer with approved credit, the standard terms are NET30. Customers with unacceptable or insufficient credit may be required to prepay or purchase from an electrical distributor depending on their credit history. Method of payment is by Bank Transfer or Check	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We don't offer leasing or financing options.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See folder "Standard Transaction Docs Question 55" with the following docs in it: "2020-02-21 GT& Conditions of sale GROUP - EN" "F-6-2 Schreder Inc. Credit Application V. feb 2020" "SQ_0001 (1)"	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept the P-card procurement and payment.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Schreder Lighting solutions are designed specifically for the RFQ, or project and our price list is a sample of standard pricing and is not an exhaustive list of our products. Each project is unique in regards to pole height and pole location, wind zones, along with spill light and glare concerns of the surrounding environment. Our standard pricing is shown as line-item pricing and shows a range of standard pricing in USD.</p> <p>Often, our pricing consists of a complete solution including poles, brackets, luminaires and controls and the combinations of hardware can vary greatly from project to project. Pricing for the multitude of configurations is too great to list but all Sourcewell members will receive a 10% discount below non-Sourcewell members pricing. Our pricing does not include installation, but we can partner with a local licensed electrical contractor to provide a turnkey solution.</p> <p>Please see PDF "Schreder Price List"</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Schreder Pricing is a 10% discount off of our standard pricing given to non Sourcewell members.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Discounts are provided for quantity orders and determined per project and all Sourcewell members will receive a 10% discount.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any non-standard parts or options are to be priced upon request. Schreder will price Sourcewell Members at a minimum of 10% discount for these options and parts below non-Sourcewell Members.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>USA: Installation, set-up and training are not part of our pricing. Shipping cost for orders less than \$10K is paid by the customer.</p> <p>Canada: Installation, set-up and training are not part of our pricing. Shipping cost for orders less than \$5K is paid by the customer</p>
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>USA: Sourcewell members will absorb 100% of shipping for orders lower than \$10K. For orders more than \$10K, shipping cost is 100% paid by Schreder.</p> <p>Canada: Sourcewell members will absorb 100% of shipping for orders lower than \$5K. For orders more than \$5K, shipping cost is 100% paid by Schreder</p>
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>USA: Sourcewell members will absorb 100% of shipping for orders lower than \$10K. For orders more than \$10K, shipping cost is 100% paid by Schreder.</p> <p>Canada: Sourcewell members will absorb 100% of shipping for orders lower than \$5K. For orders more than \$5K, shipping cost is 100% paid by Schreder</p>
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Schreder offers a personalized design (Photometry) for each project. We then order our product directly from our factory and deliver it to the customer at the address they wish to receive the material.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have procedures in place now to ensure proper, prompt and accurate payment of any commissions to our lighting agents across the country and other program where we participate like Sourcewell. Payment to Sourcewell will be handled by our accounting department. They have all related data for customers. Each Sourcewell project will be identify in the project name and could be easily downloaded to have order/shipping/invoicing date, material purchased/ status of payment
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our metrics for Sourcewell members will be: Revenue per customer, Total revenues, Gross Margin, Any repeat business will be track as we value repeated business, Claim % to make sure it is at the lowest level to make sure of the quality of our material and ensure the customer satisfaction.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Schreder Lighting will pay Sourcewell 2% of Sales for facilitating, managing, and promoting the Sourcewell Contract

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Schreder Lighting is a global leader in offering sports and exterior lighting solutions. We work with customers to identify their goals and requirements and work within their budget regardless of whether it's a retrofit or new construction. We communicate directly with our customer through our direct sales team or our agency representatives and offer lighting photometry design, engineering of poles and brackets, controls and electrical engineering support, and project management and installation through electrical contractor partners.</p> <p>Our complete sports lighting solution includes LED luminaires, poles, brackets, and wired and wireless controls system, aiming, and onsite verification. We have products for every type of sports venue (interior and exterior) and can provide integral or remote drivers, various Kelvin, RGB, Tunable and CRI options. Additionally we offer parking lot, building, flag and statue lighting, roadway, walkway and Smart City columns with lights, controls, camera, WIFI,, speaker, intercom, GFI modules.</p> <p>Schreder Lighting has offices in seventy countries, seven manufacturing facilities globally, and employs over 3000 people, of which 1000 comprise the Schreder Direct Sales Force. In the USA, thirty states are supported by Schreder Direct Sales Staff and twenty states are supported by thirty-one Manufacturer Rep agencies that have a dedicated Sales Staff of over 400 members.</p> <p>Schreder also employs over 200 engineers in the electrical, mechanical, and controls disciplines and a team of 300 project managers that will ensure your project goes according to plan and you get the results you expect.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Schreder offers not only sports lighting solutions but also illumination / poles / controls for the following areas which will be available to Sourcewell members at a 10% discount.</p> <ul style="list-style-type: none"> <li>*Recreational / High School / University / Professional sports venues</li> <li>*Flood / High Mast / Large Area / Ports / Airport / Rail Yard</li> <li>*Indoor and Outdoor Pools</li> <li>*Parking Lots</li> <li>*Roadway</li> <li>*Pedestrian Pathway</li> <li>*Bicycle Path</li> <li>*Smart City Shuffle column with Wifi / intercom / camera / wayfinding / panic / strobe</li> <li>*Tunnel / Underpass</li> <li>*Transit</li> <li>*Lighting Controls</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Indoor and Outdoor sports solutions are included in our offering. Portable sports related lighting solutions are not included in our offering.
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Technology integration, retrofit solutions, software, design, project management are included in our offering. Installation services, and maintenance related to the purchase of equipment and products is not included in our offering.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	Schreder measures both on field & off site glare during the design process via Illuminance, Glare, Uniformity, CRI requirements and also CCT which light plays a critical role at reducing the perceived spill and glare from the sports lighting installation. We prefer using sports lighting luminaires in 4000K, which is not as blue/white. Our hoods, vertical and horizontal louvres, and frosted lens options are used to block the view of the actual LED. Please see PDF 'How to Light a Sports Environment'
74	Describe the average life span of your sports lighting system.	Schreder lighting has several lighting systems that have been installed for several decades and are still in operation today. Our products are rigorously tested and depending on the luminaire have a ratings of L92 rating of 100,000 hours at @ TQ 25°C, L85 rating of 100,000 hours at @ TQ 25°C, or L90 rating of 102,000 hours at @ TQ 40°C.
75	Discuss your proposed product line in terms of sustainability and recycling.	<p><b>Circular Design</b> As part of our on-going mission to develop products with the lowest environmental impact, we decided to integrate circular economy concepts into the design of our luminaires.</p> <p>In the absence of independent standards, we carefully analysed the potential circularity of luminaires to introduce a "circular lighting" product label.</p> <p>This Circle Light Label assesses the luminaire circularity based on twelve objective criteria. It takes into account performance, maintenance, refurbishment, disassembly and recycling potential. We use this label to challenge the development teams to improve the luminaire's design, as we want to incorporate circularity into our luminaire's DNA, right from the onset.</p> <p>For 2022, our goal is for 80% of our new products to score 4 stars (the most) for the Circle Light Label.</p> <p>In 2020, 100% of our new products obtained 4 stars. We also analysed the highrunners in our portfolio and 24 of the 45 luminaires scored 4 stars.</p> <p>See PDF "Circle_Light_Label"</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 76. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to



ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - SCHREDER PRICE LIST.pdf - Tuesday April 11, 2023 13:03:15
- [Financial Strength and Stability](#) - Financial Strength.zip - Tuesday April 11, 2023 12:07:05
- [Marketing Plan/Samples](#) - Sports brochures and Product sheets.zip - Tuesday April 11, 2023 12:14:45
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Tuesday April 11, 2023 12:05:31
- [Standard Transaction Document Samples](#) - Standard Transaction Docs Question 55.zip - Tuesday April 11, 2023 12:03:51
- [Upload Additional Document](#) - Addiitonal Documents.zip - Tuesday April 11, 2023 13:22:15

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lori Smith, Sales Manager USA , Schreder Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	<input checked="" type="checkbox"/>	1

## ATTACHMENT 2 – SCHREDER STANDARD PRODUCT WARRANTY



## Schröder Standard Product Warranty

1. GENERAL TERMSA. Scope

The warranty set forth below ("Schröder Standard Product Warranty") in Sections 1-2 is provided by Schröder with respect to:

- SCHREDER® branded LED luminaires (hereinafter referred to as "LED Luminaires"), including the SCHREDER® branded LED luminaire named "SHUFFLE" (hereinafter referred to as "Shuffle"); and
- SCHREDER® branded Poles & Brackets (hereinafter referred to as "Poles & Brackets");

sold by Schröder worldwide (hereinafter collectively referred to as "Products") to its direct customers (hereinafter referred to as: "Customers").

Warranties with respect to the OWLET® branded tele management hardware devices (the "Owlet Products") are governed by a separate document named 'Warranty – OWLET'.

Warranties with respect to the non-Schröder® and non-Owlet® branded products, materials or components (the "Beyond Lighting Products") that are integrated in Schröder® or Owlet® branded Products, including Shuffle, are governed by Section 3 named "Warranty – BEYOND LIGHTING".

With respect to non-Schröder® and non-Owlet® branded products, materials or components that are not produced nor manufactured by Schröder and are not Beyond Lighting Products, in no event Schröder's liability towards customer shall exceed the warranties or indemnities that the manufacturer of these products or the third-party vendor/service provider shall have provided. In this respect, it is Customer's obligation to request copies of any applicable manufacturer warranties and Customer shall be deemed to have accepted such warranties upon acceptance of the products and/or services.

This warranty is effective for purchases of Products on or after the effective date set forth below. Schröder reserves the right to change this warranty without prior notice. Any such change shall be effective for all orders placed with Schröder on or after the effective date of such change.

B. Warranty Coverage

Schröder warrants that each Product will be free from defects in materials and workmanship subject to all conditions and limitations contained in this warranty. Unless otherwise agreed in writing, the warranty shall be granted for a period of five (5) years (hereinafter referred to as: "Warranty Period"), from the date of invoice.

For Poles and Brackets, the Warranty Coverage shall concern the mechanical aspects of the Product only. Aesthetic aspects of Poles

and Brackets (eg. painting) are not covered by this Warranty and must be agreed upon per separate agreement with Schröder.

Schröder also warrants the luminous performances of its LED Luminaires during the Warranty Period. During the Warranty Period and subject to all conditions and limitations contained in this warranty the luminous flux will be maintained at a level of at least 80% of the initial nominal flux<sup>1</sup> mentioned in the datasheet or Schröder application study with a supply at nominal current, provided that the average ambient temperature<sup>2</sup> does not exceed the rated Tq performance temperature and taking into account a tolerance of 5% on the drivers' nominal current.

This warranty is granted for all Products when used in accordance with their technical specifications and with Schröder's General Handling Instructions.

Official photometrical measurements of LED Luminaires can only be carried out by Schröder or by a mutually agreed accredited laboratory with a protocol defined by Schröder.

In case of defective Products determined as such by Schröder and determined by Schröder to be covered by this warranty, Schröder shall at its sole discretion repair or replace such Products. If a Product has been discontinued or is not available for any other reason, Schröder may propose an alternative product.

2. LIMITATIONS AND CONDITIONS

This warranty is strictly limited to the Products delivered by Schröder. All costs related to dismounting, freight for defective parts or Products, removal and reinstallation, transport time, tools for lifting and scaffolding or other costs coming from an installation breakdown, as well as all costs or damages that are consequential, special, incidental or pure financial damages such as loss of revenue/profits, damage to property, work stoppage, idle assets, loss of production, costs incurred by closed roads, road signs, traffic deviations etc., are explicitly excluded and Schröder shall not be liable for injury to any person or damage to property.

The Customer must demonstrate that any default, defect or damage to a Product or part thereof does not result from or is not directly or indirectly caused by any error, default, neglect, abuse, misuse or abnormal use by the Customer including without limitation the Customer's failure to comply with any of the following conditions or requirements:

- In every case, the Customer has properly transported the Product using the original packaging;
- The Customer has consistently stored, installed, used and maintained the Product in compliance with best practices, with Schröder's specifications, guidelines and instructions<sup>3</sup>, and, where applicable, with IEC standards or other regional or national standards;

<sup>1</sup> L80 B10 means that a minimum of 80% of the initial luminaire luminous flux will be maintained for a period that corresponds at least to the Warranty Period for the maximum ambient temperature (the night-time temperature for LED Luminaires placed in an indoor environment).

The probability ratio B10 indicates that minimum 90 % of the luminaires in a given installation will meet the specified lumen maintenance level.

<sup>2</sup> For LED luminaires placed in an outdoor environment, only the average night-time ambient temperature is to be considered.

<sup>3</sup> See notably Schröder's General Handling Instructions.

## Schröder

Experts in lightability™

- The Customer has only used the Product for a purpose that was intended by Schröder;
- The Product has consistently been wired, installed and operated within the electrical values, operating range and environmental conditions in compliance with Schröder specifications, application guidelines, (where applicable) IEC standards or any other document accompanying the Product;
- The Product has not been subjected to mechanical loads which are inconsistent with its intended use;
- The Product has not been exposed to ambient temperatures in excess of the lower of  $T_a = 45^{\circ}\text{C}$  (integrity, safety temperature) or the maximum value specifically rated by Schröder;
- Neither the Customer nor anyone other than Schröder has repaired, replaced, adjusted or altered any Product and/or any part thereof, without Schröder's prior and written consent and authorization;
- The not accessible/sealed parts, e.g. optical compartments, of the Product have not been opened by the Customer without Schröder's prior and written authorization\*;
- The Product has not been improperly manipulated and/or put into contact with chemical products.

\* If Schröder gives its prior authorization in writing to open a sealed part of the Shuffle in order notably to integrate a Customer or third-party material/component, Schröder's instructions and installation sheets shall be strictly complied with. This warranty shall however not apply to the integrated material/component, nor to any damage or failure caused by the integrated material/component or by the integration operations, such as faulty wiring, defect in sealing, electric failure etc. To the extent the Shuffle is impacted by a material/component integrated by or on behalf of Customer, Schröder shall not be responsible for any legal obligation (i) related to any material/component integrated by or on behalf of Customer into the Shuffle (ii) nor related to the complete product resulting from the integration of the integrated material/component(s) within the Shuffle.

This warranty does not apply to:

- damage or failure to perform arising as a result of a force majeure or from any violation of any applicable standard or regulation, including without limitation those contained in the latest safety, industry and/or electrical standards and regulations applicable to the Customer;
- failure in performance, structural defect or functional deficient when Schröder has complied in full with the Customer's written briefs, drawings or specifications which subsequently are found to be inadequate, incomplete or defective;
- damage or failure to perform arising as a result of electrical supply conditions, including spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the Product and those defined by relevant suppliers or contrary to industry standards relating to acceptable input power;
- any acts of nature such as lightning damage or corrosion;
- additional control gears e.g. telemanagement;

- parts, elements and/or accessories added to the Product after its delivery;
- normal wear and tear of the Product.

### 3. WARRANTY - BEYOND LIGHTING

The warranty set forth in this chapter is provided to Customers with respect to Beyond Lighting Products that are integrated in Schröder® or Owlet® branded products ("Schröder Lighting & Control Products").

Beyond Lighting Products originate from one or more predefined preferred suppliers that are selected by Schröder as listed in the Appendix which is regularly updated ("Beyond Lighting Suppliers").

This specific warranty as provided by the corresponding Beyond Lighting Supplier applies to the Beyond Lighting Products.

The terms and conditions of a Beyond Lighting Warranty may differ from the Schröder Standard Product Warranty, in particular as regards its duration and coverage. The application of certain Beyond Lighting Warranties may be subject to the accomplishment of a registration formality for which the Customer is entirely responsible.

At the discretion of Beyond Lighting Suppliers and without prior notice, Beyond Lighting Warranties may change from time to time. Any such change shall be effective for all orders placed with Schröder on or after the effective date of such change.

In case of defective Products whereby the (alleged) defect is related to a Beyond Lighting Product, the following applies:

- 1) In the event the Customer purchases Beyond Lighting Products from Schröder, Schröder shall call upon the Beyond Lighting Warranty with the Beyond Lighting Supplier;
- 2) In the event the Customer directly purchases Beyond Lighting Products or parts of products from any supplier (Beyond Lighting Supplier or other) that are integrated in the Schröder Lighting & Control Products, the Customer shall handle the warranty claim related to the (alleged) defect without any intervention of Schröder, which shall not be responsible therefore.

The Customer must immediately notify Schröder of a possible claim regarding a Beyond Lighting Product in accordance with the procedure set forth in Section 4.

### 4. WARRANTY CLAIMS

The Customer must immediately notify Schröder of a possible claim in writing within thirty (30) calendar days from discovery of the defect or damage and, in any event within the Warranty Period, and give in such notification details of the defect or damage, including without limitation:

- Installation characteristics (location, street, number of Products affected, relevant installation details, etc.);
- Manner in which and environment circumstances under which the Products have been used;
- Name, variant, model and serial numbers (if available) of the defective Products;

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- Copy of the invoice and delivery note;
- Installation date;
- Detailed problem description.

A Customer may only ship a defective Product back to Schröder if Schröder has issued an RMA (Return Material Authorization) for that Product.

Schröder representatives shall be granted the right to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification. Any restriction to this right will release Schröder from its warranty obligations hereunder with respect to the affected Product. Damaged parts, debris etc. should not be disposed of until written authority is given by Schröder.

Non-conforming or defective Products or parts shall become Schröder's property as soon as they have been replaced.

If after issuance of an RMA, Schröder determines that the Customer has no warranty protection for the Product(s) shipped under the RMA, Schröder is entitled to charge the Customer the costs that it incurs in inspecting the Product(s) and determining whether it is eligible for warranty coverage.

The Warranty Period for replaced or repaired part or Product shall be the remainder, if any, of the initial Warranty Period for the repaired or replaced part or Product.

[Appendix: Beyond Lighting \(BYL\) Suppliers and Beyond Lighting \(BYL\) Products Terms and Conditions of Sale | Schröder Corporate \(schreder.com\)](#)

### 5. NO IMPLIED OR OTHER WARRANTIES

The warranties explicitly granted herein are the only warranties given by Schröder in connection with the Products or parts of Products or with Beyond Lighting Products supplied to its Customers and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights, all of which are hereby disclaimed.

In no event shall the liability of Schröder for all claims made under Schröder Standard Product Warranty with respect to a Product item – or under the Beyond Lighting Warranty – exceed the total payments made by the Customer for that Product item. Moreover, the Customer shall not be entitled to request and/or claim any payment extension, price reduction or the termination of the supply contract if any.

No agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of Schröder.

The terms and conditions set forth herein may vary from time to time.

In the event of a conflict between this Section and another Section of this document or the text of another Schröder Warranty, the present Section shall prevail.

## Attachment 3 – GENERAL TERM AND CONDITIONS OF SALE

## GENERAL TERMS AND CONDITIONS OF SALE-GROUP

**1. Scope:** These SCHRÉDER terms and conditions of sale ("Terms") apply to contractual relationships in respect of the sale of products ("Goods") and Services ("Services") by SCHRÉDER S.A. or its affiliated companies ("SCHRÉDER") to the CUSTOMER ("CUSTOMER"). Variations to these Terms shall be enforceable subject to SCHRÉDER's prior acceptance in writing.

**2. Offering and Ordering:** 2.1. CUSTOMER's submission of an order ("Order") in response to SCHRÉDER's estimate or quotation ("Offer") constitutes CUSTOMER's unconditional acceptance of these Terms and implies CUSTOMER's renunciation of its own terms and conditions. Each Order responding to an Offer must be duly acknowledged by SCHRÉDER in writing ("Acknowledgment"). 2.2. A binding contract ("Contract") requires an Acknowledgment following an Order in response to an Offer to which these Terms apply. 2.3. Each Offer shall be valid during thirty (30) calendar days from the date it is made, unless otherwise stated in the Offer. Any variation to an Offer shall only be binding when confirmed by SCHRÉDER in writing. Any variation or cancellation of a Contract shall be subject to SCHRÉDER's acceptance in writing. 2.4. In case of variation or cancellation of a Contract by CUSTOMER, SCHRÉDER shall be entitled to the price corresponding to all ordered Goods, without prejudice to additional claims, including but not limited to compensation for any ensuing losses. 2.5. SCHRÉDER may at any time, in its sole discretion and without advance notice to CUSTOMER, replace components of Goods by alternative components which will have no impact on the functionality of the Goods and give at least the same efficiency. 2.6. The CUSTOMER agrees and acknowledges that any access to or use of a platform, a software or a user interface offered by SCHRÉDER shall be governed by specific terms in addition to these Terms.

**3. Delivery:** 3.1. Unless otherwise specified in writing by SCHRÉDER, delivery of all Goods is ruled by the Incoterms 2020®, Ex Works (EXW). The place of delivery may be specified by SCHRÉDER on the Acknowledgment. 3.2. Delivery schedules shall be calculated from the later date of the following: 1) the date on which SCHRÉDER acknowledged the Order or 2) the date on which SCHRÉDER received all the necessary information and/or advanced payment required from CUSTOMER. Delivery schedules are estimates and any delays shall not entitle CUSTOMER to cancel or suspend the Order nor to compensation for delay. 3.3. The Goods are packed according to SCHRÉDER's standards, unless otherwise agreed in the Contract. The Goods may be disassembled for packing and shipping convenience. SCHRÉDER may deliver the Goods in one or more consignments. 3.4. If CUSTOMER is prevented from taking or accepting delivery on the specified delivery date as mentioned in the Acknowledgment, CUSTOMER shall pay the agreed price as if the delivery had taken place. Storage costs shall be charged to CUSTOMER should it fail to take delivery on the specified date of delivery. CUSTOMER bears all risks of loss of or damage to the Goods from the date they have been delivered at the place of delivery. 3.5. Save notification of a complaint by registered email with return receipt within ten (10) business days following the date of delivery and/or the date of the first performance of the Services, CUSTOMER shall be deemed to have accepted the Goods and/or Services without reservation. 3.6. Title to the Goods shall remain with SCHRÉDER until the payment of such Goods has been made in full. CUSTOMER undertakes that it will not, without SCHRÉDER's express prior written consent, dispose itself or otherwise pledge or permit any third party to establish a proprietary interest on the Goods before CUSTOMER has paid for the Goods in full, including due costs and indemnities. As of the date of delivery, CUSTOMER shall be responsible for setting up appropriate insurance coverage in respect of all risks of damage to the Goods or Goods loss. CUSTOMER must also indicate SCHRÉDER's interest as owner of the Goods on the insurance policy (pending payment in full). CUSTOMER must at all times ensure that the Goods are identified as SCHRÉDER Goods and that they should not be commingled with other Goods or made subject to a claim by any third party. 3.7. Should CUSTOMER fail to pay the price at due date, SCHRÉDER may, at any time prior to payment in full, recover the Goods at CUSTOMER's expenses. The right of recovery shall be without prejudice to any claim for damage or loss suffered by SCHRÉDER in this regard.

**4. Price and Payment:** 4.1. Unless otherwise agreed in the Contract, the prices are quoted net, in EUR or in the local currency, and do not include taxes, duties or other levies applicable to the Goods and/or Services. 4.2. All transportation costs, including incidental travel and attendance, as well as any costs related to specific tests requested by CUSTOMER shall be charged to CUSTOMER. 4.3. Prices are firm during the validity term of the Offer only. 4.4. Payment shall be made at SCHRÉDER's registered office, net and without discount, onto one of SCHRÉDER's bank accounts mentioned on the invoice. Should invoices be payable against an irrevocable documentary credit, they must be opened prior to SCHRÉDER's Order Acknowledgment and confirmed by a reputable bank, accepted by SCHRÉDER in writing. If deliveries are made in instalments, each instalment will be separately invoiced and shall be paid for when due. Once the amount indicated on the invoice is credited to SCHRÉDER's bank account, the invoice shall be perceived as paid by CUSTOMER. 4.5. Any disagreement regarding an invoice must be notified to SCHRÉDER in writing within five (5) business days from the date on which the disputed invoice was sent. Without notification, invoices are deemed accepted. SCHRÉDER's agents and salesmen are not authorized to collect payments. 4.6. Unless otherwise agreed in writing, all invoices must be paid within thirty (30) calendar days following the invoice date. If the invoice is not paid on its due date, SCHRÉDER may in addition to any other rights and remedies under applicable laws, charge an interest on the outstanding amount at the rate of nine percent (9%) per annum or the applicable statutory rate, whichever is higher. Moreover, SCHRÉDER may claim an amount of EUR 40 (or the equivalent in the local currency) for collection costs for any overdue invoice. 4.7. Without prejudice to any other rights and remedies, non-payment of any overdue invoice entitles SCHRÉDER, amongst other measures, to: (1) claim immediate payment of any outstanding invoices; (2) suspend all ongoing Orders and deliveries until the amount due is paid in full, including late interests, costs and indemnities; (3) reclaim possession of the delivered Goods at CUSTOMER's costs; (4) require financial guarantees or new payment terms for ongoing Orders; (5) suspend or terminate the provision of any ongoing Services and/or (6) terminate the Contract, without prior notice nor compensation. SCHRÉDER shall then be

entitled to an indemnity for breach of Contract which shall be at least amount to thirty percent (30%) of the total net price agreed. Any advance or down payments, whatever their value, shall be forfeited to SCHRÉDER. 4.8. In the event of sale or transfer to a company under any form whatsoever of CUSTOMER's business assets, all outstanding amounts shall become immediately due, notwithstanding any previous agreement. Mutual debts may be set off by SCHRÉDER, without formality. To the extent permitted by applicable law, CUSTOMER shall reimburse SCHRÉDER of all costs incurred by SCHRÉDER for the recovery of due and unpaid invoices. Should CUSTOMER's financial situation have deteriorated whether involving a creditors' voluntary arrangement, seizure of all or part of CUSTOMER's assets, protest of bills, and more generally any modification of its financial situation, SCHRÉDER shall be entitled to require additional financial guarantees from CUSTOMER for the fulfilment of its obligations or to modify payment terms or to suspend delivery until such have been agreed and implemented or to terminate the Contract by written notice, without prejudice to SCHRÉDER's rights and without compensation to CUSTOMER.

**5. Warranty:** 5.1. SCHRÉDER warrants that the Goods are conform in all material respects with their description and any applicable SCHRÉDER specifications. The following standard warranty shall apply to all Goods sold to CUSTOMER. Specific warranties applicable to certain SCHRÉDER Goods shall overrule the standard warranty if conflicting therewith. 5.2. SCHRÉDER undertakes for a period of twelve (12) calendar months from the date of delivery of its Goods ("Warranty Period") that it will, at its sole discretion, repair or replace, at its premises or elsewhere, any supplied and paid Goods which are defective due to the defective material supplied by SCHRÉDER, provided that CUSTOMER complies with the conditions set forth in this article. 5.3. The CUSTOMER shall comply with the following conditions to claim under the warranty established herein: (1) duly notify SCHRÉDER in writing within thirty (30) calendar days after CUSTOMER detected or should have detected the defect and in any case within the Warranty Period of such defect; and (2) bear shipping, disassembly, reassembly and other costs of any kind; and (3) satisfy SCHRÉDER that the Goods have not been subject to abnormal or unusual use, willful damage, negligence or used for a purpose which was not stipulated by CUSTOMER in the Order and that the Goods have been exposed only to normal wear and tear; and (4) CUSTOMER has not carried out or made any third party carry out repairs, replacements, adjustments or alterations on the Goods without SCHRÉDER's express prior written agreement; and (5) CUSTOMER has installed or procured the installation of the Goods strictly in accordance with instructions supplied by SCHRÉDER for that purpose and the defect or fault has not been caused by the careless installation or maintenance of the Goods by CUSTOMER or third parties. Should CUSTOMER assemble the control gear or other devices itself, it bears exclusive and full responsibility for any electrical problem that may arise; and (6) has not continued the use of the Goods after having notified SCHRÉDER of the defect. 5.4. The replaced Goods or parts become SCHRÉDER's property and, if repairs or replacements take place at CUSTOMER's installation, such Goods or parts shall be returned to SCHRÉDER at its request, carriage paid within one month of replacement. 5.5. This warranty does not apply to damage or malfunctions in Goods delivered by SCHRÉDER which are caused by: (1) a failure in performance, structural defect or functional deficient when SCHRÉDER has complied in full with CUSTOMER's written briefs, drawings or designs ("Specifications") for Goods to be supplied by SCHRÉDER, which Specifications subsequently are found to be inadequate, incomplete or defective; or (2) electrical surges or other variations in the electrical supply, or the supply of electricity at a level which exceeds the maximum recommended power supply to enable the Goods to perform safely and properly; or (3) corrosion due to an abnormal environment or to chemical or other elements extraneous to the manufacturing process (eg: salt) or other natural hazard. The warranty shall apply to the replaced Good(s) or part(s) thereof until expiry of the remaining duration of the Warranty Period. 5.6. LED luminaires shall not be considered defective solely as a result of the failure of individual LED components if the number of inoperable components is less than 10% of the total number of LED components in the LED luminaire. 5.7. The present article is not applicable to Services provided by SCHRÉDER, which are subject to specific warranties.

**6. Intellectual property:** 6.1. All intellectual property rights of whatever nature (including any copyright rights, systems including software, database rights, patent or design rights whether or not registered), technology, trade secret and know-how concerning SCHRÉDER's Goods and Services shall remain the exclusive property of SCHRÉDER or SCHRÉDER S.A. 6.2. Subject to the provisions set forth herein, the sale by SCHRÉDER of any Goods shall only imply the non-exclusive, non-transferable and non-sublicensable limited license to CUSTOMER under any SCHRÉDER's intellectual property rights ("IPR") used in the Goods to use (only) the Goods as sold by SCHRÉDER to CUSTOMER. 6.3. CUSTOMER shall not use the Goods for any purpose not expressly authorized by SCHRÉDER. 6.4. SCHRÉDER shall retain all intellectual property rights in all drafts, studies, drawings, plans, designs, texts, projects, records and documents, in whatever medium or reproduction of all kinds, supplied to CUSTOMER ("Documentation"). CUSTOMER may use the Documentation for internal purposes only and must return the Documentation to SCHRÉDER upon first request. 6.5. The sale of any Goods or Services by SCHRÉDER to CUSTOMER shall not constitute the transfer of ownership, title or rights in software(s) that may be embedded in or delivered with the Goods or Services. 6.6. Nothing in these Terms shall be construed as conveying any express or implied license, right or immunity, directly or by implication, estoppel or otherwise, to CUSTOMER under any patent, copyright, trademark or other proprietary/intellectual rights owned or controlled by SCHRÉDER or any third party, except as explicitly granted under these Terms. 6.7. SCHRÉDER assumes no liability for infringement of intellectual property rights of any third party covering any combination of any Goods or Services sold by SCHRÉDER with any product, whether or not supplied or sold by SCHRÉDER, or any method or process in which any Goods or Services sold by SCHRÉDER may be used.

**7. Confidentiality:** 7.1. CUSTOMER acknowledges that all technical, commercial and financial data and information belonging to SCHRÉDER ("Confidential Information") which

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is not already in the public domain at the time it is communicated to CUSTOMER is communicated by SCHREDER in strict confidence and remains the property and entitlement of SCHREDER. 7.2. Confidential Information may not be disclosed to a third party without SCHREDER's express prior written consent and may not be used for any purpose other than the fulfilling of CUSTOMER's Order. 7.3. CUSTOMER shall indemnify SCHREDER against any and all direct, indirect and punitive damages, losses, costs and other liability arising from claims resulting from CUSTOMER's or its own CUSTOMER's breach or non-compliance with this article.

**8. Data Protection:** 8.1. In the context of the sale of Goods and performance of Services, including quotations, offers, tenders and other pre-sale and post-sale activities, each Party will access and otherwise process Personal Data of the other Party. CUSTOMER warrants that it will comply with Applicable Data Protection and Privacy Laws and be fully responsible and liable for any non-compliance. 8.2. CUSTOMER shall provide all the necessary information required under Applicable Data Protection and Privacy Laws to the relevant Data Subjects and, should it be required, obtain all the necessary consents and authorizations for SCHREDER to Process such Personal Data. 8.3. SCHREDER may access and otherwise Process the following categories of Personal Data: name and surname, contact details, company name, job title, bank account details and financial information (including VAT number, and credit/income history), transaction history and communications of the following categories of Data Subjects: the other Party's business owners, company management, employees and sales representative. SCHREDER will Process the above Personal Data for its own purposes, namely: (i) promotion, quotations, offers and tenders, (ii), sales order management, (iii) performance of the Contract and Services, (iv) customer relationship management, (v) credit collection, (vi) compliance with anti-money laundering and fraud prevention regulations as well as other legal requirements, (vii) accounting and (viii) defence of SCHREDER's interests and claims. 8.4. SCHREDER may share the Personal Data with its Affiliates, with suppliers that provide services on SCHREDER's behalf or help SCHREDER provide the Goods and Services to the CUSTOMER as well as with other third parties who perform functions for SCHREDER under their own responsibility as well as government and public authorities, for all the purposes set out above. Some of these recipients may be located outside the European Union, including in countries which do not provide an adequate level of protection for Personal Data within the meaning of the GDPR.

**9. Limitation of liability:** 9.1. SCHREDER shall not be liable to CUSTOMER or any other person for any loss of profits, lost savings, loss of reputation, loss of goodwill, legal fees and expenses, indirect, incidental, punitive, special or consequential damages arising out of or in connection with the sale of any Goods or Services by SCHREDER or the use thereof, whether or not such damages are based on tort, warranty, contract or any other legal theory – even if SCHREDER has been advised, or is aware, of the possibility of such damages. 9.2. SCHREDER shall not be held liable for and shall not indemnify any person against any loss or damage whether such damage is direct or indirect or consequential loss, including without limitation, economic loss, interruption of work, idle assets, loss of use and production, if the damage resulted in all or part due to CUSTOMER's fault, the person incurring damage or a person subject to the authority or under the responsibility of one of these. 9.3. SCHREDER's aggregate and cumulative liability towards CUSTOMER, if any, under any contract, shall not exceed an amount of ten percent (10%) of the value of the Goods sold to CUSTOMER, which in any case shall not exceed an aggregate amount of EUR 500.000 (or the equivalent in the local currency) and for the Services, ten percent (10%) of the fees paid by the CUSTOMER under the Contract for the twelve (12) months preceding the claim (calculated proportionally in case of fees paid over a longer period) or for the first twelve (12) months in case the claim occurs the first year.

**10. Suspension and Termination.** 10.1. *Suspension:* 10.1.1. *Force Majeure:* Upon due notice to CUSTOMER in writing, SCHREDER may suspend performance of its obligations under a contract in the event of occurrences beyond its control and for which it is not responsible including but not limited to fire, storm, earthquake, national or local government law, decree or regulation, strikes or other industrial action, acts of war, insurrection, or national emergency, unavailability of transport, general lack of supplies, interruption of power supplies, or any other event that can be qualified as event of force majeure. If an event of force majeure prevents fulfilment of CUSTOMER's Order and lasts for three consecutive calendar months, or for a total of three months in a period of six calendar months, either SCHREDER or CUSTOMER shall be entitled to cancel all or part of the Order without any obligation whatsoever to the other party. 10.1.2. *Import/Export controls/ Sanctions and Embargo(es):* Neither party shall export, re-export or otherwise transfer any Goods, materials commodities, software, or technology that have been supplied under or are otherwise in connection with performance of the Contract, including after further processing by CUSTOMER or incorporation into another item (individually and collectively, "Technology") inconsistent with any requirement of the Export Administration Regulations (EAR), the International Traffic in Arms Regulation (ITAR), or legal measures administered by the U.S. Treasury Department, Office of Foreign Assets Control Regulations, or the laws or regulations of the European Union or its member states, or of the United States and (as applicable) the exporting country outside the United States. CUSTOMER shall comply with restrictions on certain transactions of SCHREDER which are subject to export control laws and regulations prohibiting export or diversion of Goods and technology to certain countries. Should delivery of Goods or Services be subject to an export or import license or be restricted or prohibited due to

export/import control regulations, SCHREDER shall be entitled to suspend its obligations until such license is granted or until such restrictions or prohibitions shall be revoked. In addition SCHREDER shall be entitled to immediately cancel any Order without incurring any liability towards CUSTOMER. CUSTOMER represents not to be subject to any sanction(s) or embargo(es) which would prevent SCHREDER to enter into or pursue the contractual relationship. Should CUSTOMER be or become subject to such sanction(s) or embargo(es), SCHREDER shall be entitled to suspend or terminate the contractual relationship forthwith without any notice or indemnification. In such case, CUSTOMER shall be responsible for and indemnify SCHREDER for any damages, claims, penalties or other losses that may be asserted against or incurred by SCHREDER. **10.2. Termination:** To the extent permitted by the applicable law and without prejudice to any rights or remedies, SCHREDER may, by written notice to CUSTOMER, terminate with immediate effect any contractual relationship with CUSTOMER, or any part thereof without liability whatsoever, if (a) CUSTOMER violates or breaches any of the provisions of the agreed contract terms and conditions (including these Terms); (b) Any insolvency proceedings, bankruptcy, liquidation, winding up or similar procedures are instituted against CUSTOMER, whether filed or instituted by CUSTOMER, a trustee or receiver is appointed over CUSTOMER, or any assignment is made for the benefit of creditors of CUSTOMER; (c) The control or ownership of CUSTOMER changes; Upon occurrence of any of the events referred above, all payments to be made by CUSTOMER to SCHREDER shall become immediately due and payable.

**11. General provisions.** 11.1. *References:* CUSTOMER grants SCHREDER the right to inform third parties that SCHREDER provides or has provided Goods or Services to CUSTOMER. In consequence thereof, SCHREDER shall be entitled to use CUSTOMER's commercial name(s) or brand(s) or logo(s) in a fair and reasonable manner for self-promotion and advertising, to refer thereto or to take pictures of the installed Goods for self-promotion and advertising without any financial compensation for the CUSTOMER.

**11.2. Description plans and documents, samples:** Information relating to SCHREDER's Goods or Services contained in SCHREDER's catalogues, prospectuses, promotional documents, notices, price lists or displayed on its websites is given for illustrative purposes only and is not binding on SCHREDER. Samples of Goods will only be shown to CUSTOMER for information purposes and shall not have any contractual or binding nature on SCHREDER, even if the CUSTOMER has referred to these in his Order or in any other document. **11.3. Anti-bribery:** CUSTOMER agrees that it shall comply with all applicable laws on prevention of bribery. CUSTOMER's failure to comply with any anti-bribery legislation is a ground for immediate termination of the contractual relationship by SCHREDER without SCHREDER incurring any liability towards CUSTOMER. In such case, CUSTOMER shall be responsible for and indemnify SCHREDER for any damages, claims, penalties or other losses that may be asserted against or incurred by SCHREDER. **11.4 Assignment:** CUSTOMER shall not assign either its rights or its obligations arising under any contractual relationship without SCHREDER's prior express written consent. **11.5. Interpretation:** If one or more provisions of these Terms is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these Terms shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In this case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

**12. Dispute resolution:**

12.1. Unless otherwise agreed in writing, all contractual relationships between SCHREDER and CUSTOMER shall be governed by the law of the country where the seller has its registered office to the exclusion of the application of the Vienna Convention of April 11, 1980 on international sales. 12.2. Any dispute shall be submitted exclusively to the commercial courts of the place where SCHREDER S.A. or its affiliated company has its registered office or, at SCHREDER's sole discretion, of the place where CUSTOMER has its registered office.

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<sup>1</sup> "Applicable Data Protection and Privacy Laws" means any applicable national data protection and privacy laws and, to the extent applicable, the GDPR; The terms "Personal Data", "Data Subjects" and "Processing/Process" shall have the same meaning as in Applicable Data Protection and Privacy Laws; "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). "Affiliate" means, in relation to any Party, any

company from time to time directly or indirectly controlling, being controlled by or being under common control with the Party, where control shall mean the direct or indirect possession of at least half the voting securities of any company or the power effectively to direct or cause to be directed, the management and policies of a company through the ownership of voting securities or voting interest or otherwise.



ATTACHMENT 4 – SCHREDER TRADEMARK/LOGO

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