

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SIXTH AMENDMENT TO AGREEMENT FOR
ENERGY PERFORMANCE CONTRACTING SERVICES
FORMERLY PURSUANT TO TCPN SOLICITATION NUMBER 12-54
AND TIPS CONTRACT NO. 22010601
AND NOW PURSUANT TO TIPS CONTRACT NO. 22010701**

THIS SIXTH AMENDMENT of the Agreement For Energy Performance Contracting Services Formerly Pursuant to TCPN Solicitation Number 12-54 and TIPS Contract No. 22010601 and NOW Pursuant to TIPS Contract No. 22010701 (the "Sixth Amendment") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, and Schneider Electric (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "Parties").

WHEREAS, on June 28, 2016, the Parties entered into the *Agreement For Energy Performance Contracting Services Pursuant To TCPN Solicitation Number 12-54*, as amended by document executed on July 26, 2016; amended again by document executed on July 9, 2019; amended again by document on May 26, 2020; amended again by document on September 28, 2021; and last amended by document on May 24, 2022, and incorporated herein by reference as if set forth herein verbatim (the "Agreement");

WHEREAS, the Parties now desire to amend a certain portion of the Agreement to renew services for an additional term, increase the total maximum compensation for Performance Assurance Support Services for Year 6; and renew services pursuant to a new cooperative purchasing agreement;

WHEREAS, Contractor previously advised that as of the date of the FOURTH Amendment that contract pricing is no longer available under TCPN SOLICITATION NUMBER 12-54 but it was available under THE INTERLOCAL PURCHASING SYSTEM ("TIPS") Contract No. 22010601; and

WHEREAS, Contractor has now advised that TIPS Contract No. 22010701 supersedes TIPS Contract No. 22010601;

WHEREAS, the Parties wish to utilize TIPS Contract No. 22010701, which is incorporated fully by reference as if set forth herein verbatim, for the purchase of additional product and/or services which will be more specifically described in this Sixth Amendment; and

NOW THEREFORE, the parties do mutually agree as follows:

1. Contractor shall provide product and/or services as described in Contractor's Scope of Work dated March 7, 2023, attached hereto as Exhibit "A" and incorporated fully by reference; and in accordance with the requirements and specifications of TIPS Contract No. 22010701, which is incorporated by reference as if set forth herein verbatim.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed six million sixty-five thousand seven hundred twenty-three dollars and 47/100 cents (\$6,065,723.47), authorized as follows:
 - \$5,985,050.31 under the original Agreement through Amendment No. 3 (TCPN Solicitation Number 12-54 Pricing Schedule); and
 - \$52,030.17 under Amendment No. 4 and Amendment No. 5 (TIPS No. Contract No. 22010601); and
 - \$28,642.99 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. Any Services to be performed by the Contractor for County must be scheduled at least two (2) weeks in advance with the County's Facilities Maintenance Department, or as mutually agreed by the parties. The County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m. and 4:00 p.m., excluding County holidays or other County closures, at 832-471-2700 concerning the scheduling of any Services.
5. This Agreement will be renewed for another term. The effective date of the renewal term shall be February 1, 2023, and the Expiration Date shall be January 31, 2024. This Agreement shall not automatically renew but may be renewed upon written agreement of the parties.
6. If there is a conflict among documents, the most recently executed document will prevail with regard to that conflict. In the event of a conflict between this Fifth Amendment and the terms and conditions of TIPS Contract No. 22010701, then the terms and conditions of TIPS Contract No. 22010701 controls to the extent of the conflict.
7. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

KP George, County Judge

Date

SCHNEIDER ELECTRIC



Authorized Agent – Signature

Jeff A Bowen
Authorized Agent – Printed Name

Director of Client Services
Title

3/9/2023
Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A: Schneider Electric Scope of Work (March 7, 2023)

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EXHIBIT A



March 7, 2023

Fort Bend County

Schneider Electric is pleased to submit this proposal for your review and acceptance for Schneider Electric PASS Service Agreement.

Schneider Electric is an approved vendor through **The Interlocal Purchasing System for “Trades, Labor and Materials”** contract #:22010701 whom Fort Bend County is a member of and would contract to perform the scope of work below.

Scope of Work

See attached invoice and scope of work

Total Y6 PASS Agreement\$28,642.99

We appreciate the opportunity to provide the attached invoice and look forward to your favorable response. If you should have any questions or require additional information, please do not hesitate to contact me at your convenience.

Sincerely,

Ron Rehus

Ron Rehus
Sr. Performance Assurance Consultant

TIPS PO Process:

- Create a purchase order clearly identifying the purchase order as a TIPS purchase and including the TIPS contract number. (Contract #22010701)
- Email the completed purchase order to: TIPSP0@tips-usa.com and attach the PO as a PDF. (TIPS will process the purchase order and forward it to the appropriate vendor and the sender of the PO email will receive an authorization letter that validates the purchase.)