SUBJECT: PIGGYBACK RFP 18-16 BY REGION 14 EDUCATION SERVICE CENTER (REGION 14 ESC) AND MASTER AGREEMENT CONTRACT NUMBER 02-45 FOR HVAC EQUIPMENT, INSTALLATION, SERVICE, ETC.

BID #: PSC-0514-19 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF AWARD THROUGH AUGUST 31, 2019 WITH TWO (2) ONE (1) YEAR RENEWAL PERIODS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback RFP-16 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract 02-45 with Waibel Energy System. The designated partner and regional vendor of Waibel Energy Systems will be Brocks Buildings Solutions, Inc., for HVAC Equipment, Installation, Services & Related products on an as needed basis. Period of Service will be from date of award through August 31, 2019, with two (2) one (1) year renewal option remaining. Total award amount not-to-exceed $250,000.00.

This award is to be funded by various accounts dependent on funding and executed by formal contract through the Office of General Counsel and processed by individual releases against a blanket purchase order.

Attachments: Recommendation Memo, Brooks Building Solutions Letter, Waibel Energy Systems Letter, Region 14 Letter of Invitation to bid letter to Piggyback, NCPA Letter of ITB to piggyback, Exhibit A, RFP 18-16

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PSC-0514-19

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

May 17, 2019

MEMORANDUM

TO: Gregory W. Pease, Chief
Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, Chief

SUBJECT: Brooks Building Solutions, Inc.
Recommendation to piggyback RFP 18-16 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-45 with Waibel Energy Systems for HVAC Equipment, Installation, Service, & Related Products (Supplement) made available and administered by the National Cooperative Purchasing Alliance (NCPA).

On August 1, 2016, Waibel Energy Systems was awarded competitively solicited RFP 18-16 for HVAC Equipment, Installation, Service, & Related Products (Supplement) and subsequent Master Agreement Contract Number 02-45 for use on an as needed basis. The RFP 18-16 solicitation was by Region 14 Education Service Center (Region 14 ESC) on behalf of itself and other Government Agencies made available and administered through the National Cooperative Purchasing Alliance (NCPA). The initial one (1) term of the award was from August 1, 2016 through August 31, 2017 with four (4) 1-year renewal options. The award is currently in its second (2nd) renewal period ending August 31, 2019.

Waibel Energy Systems has partnered with Brooks Building Solutions, Inc. (as identified in their RFP 18-16 response) to represent the products and services provided by Waibel Energy Systems in the Jacksonville, FL area/territory.

Accordingly, The Public Buildings Division recommends piggybacking on RFP 18-16 and Master Agreement Contract Number 02-45 utilizing Brooks Buildings Solutions, Inc., the designated partner and regional vendor of Waibel Energy Systems for HVAC Equipment, Installation, Service, & Related Products on an as needed basis with a not-to-exceed limit of Two Hundred Fifty Thousand Dollars ($250,000.00).

If approved, funding will be encumbered by individual releases against a master blanket, dependent on funding, the appropriate account and fiscal year. The initial term of the agreement will be from date of award through August 31, 2019 with the option to renew for two (2) 1-year periods and documented by formal contract through the Office of General Counsel.

Your assistance in concurring with this recommendation for the respective award would be appreciated.
Any questions or concerns can be directed to Jim Lange in Public Buildings at 255-4340.

ab

Attachments:

1. Brooks Building Solutions Letter of Invitation to Piggyback
2. Waibel Energy Systems Letter of Invitation to Piggyback
3. Region 14 Education Service Center (Region 14 ESC) Letter of Invitation to Piggyback
4. National Cooperative Purchasing Alliance (NCPA) Letter of Invitation to Piggyback
5. EXHIBIT A: RFP 18-16
6. EXHIBIT B: RFP 18-16 Response by Waibel Energy Systems
7. EXHIBIT C: RFP 18-16 Tab 2 NCPA Administration Agreement (Executed)
8. EXHIBIT D: RFP 18-16 Tab 1 Master Agreement Contract Number 02-45 (Executed)
9. EXHIBIT E: RFP 18-16 Tab 9 Required Documents (Brooks Building Solutions)
10. Notice of Initial Award (8/1/2016 thru 8/31/2017)
11. Notice of 1st Renewal (9/1/2017 thru 8/31/2018)
12. Notice of 2nd Renewal (9/1/2018 thru 8/31/2019)
13. Brooks Building Solutions Bond Letter
14. Brooks Building Solutions Certificate of Insurance (Approved by Risk Management)
15. Indemnification and Insurance Requirements Exhibits*
16. NCPA Compliance Review Program - Agency

* The Indemnification and Insurance Requirements Exhibits have been approved by Risk Management and will be made part of the City's contract.

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
Jim Lange, Contract Administration Coordinator

Brooks
Building Solutions

Mr. Jim Lange
Contract Administrator
City of Jacksonville, Florida
555 W. 44th Street
Jacksonville, Florida 32208

April 24, 2019

RE: Invitation to piggyback on competitively solicited RFP # 18-16 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-45 made available and administered by the National Cooperative Purchasing Alliance (NCPA) between Region 14 ESC and Waibel Energy Systems for HVAC Equipment, Installation, Service & Related Products (Supplement).

Dear Mr. Lange,

Brooks Building Solutions, Inc. would like to extend to the City of Jacksonville the opportunity to piggyback on Region 14 ESC Master Agreement Contact Number 02-45 in connection with RFP # 18-16 for HVAC Equipment, Installation, Service & Related Products on an as needed basis.

Region 14 ESC, as the lead public agency on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organization ("Public Agency" or collectively "Public Agencies") has partnered with NCPA to make the resultant Master Agreement Contract Number 02-45 available to all participating agencies in the United States.

As indicated in the RFP # 18-16 response, Waibel Energy Systems has partnered with Brooks Building Solutions, Inc. to be part of the RFP response to represent the products and services provided by Waibel Energy Systems in the Jacksonville, FL area/territory.

Brooks Building Solutions, Inc. will provide the City of Jacksonville the same terms, conditions and pricing as provided in the aforementioned documents while they remain in effect.

Tom McGuire
Sales Manager

Cell – 904.228-3433

WAIBEL
ENERGY SYSTEMS

Date: May 14, 2019

Mr. Jim Lange
Contract Administrator
Public Works/Public Buildings Division
City of Jacksonville
555 W. 44th Street
Jacksonville, Florida 32208

RE: Invitation to piggyback on competitively solicited RFP # 18-16 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-45 made available and administered by the National Cooperative Purchasing Alliance (NCPA) between Region 14 ESC and Waibel Energy Systems for HVAC Equipment, Installation, Service & Related Products (Supplement).

Dear Mr. Lange,

Waibel Energy Systems extends to the City of Jacksonville the opportunity to piggyback on Region 14 ESC Master Agreement Contact Number 02-45 in connection with RFP # 18-16 for HVAC Equipment, Installation, Service & Related Products awarded to Waibel Energy Systems on an as needed basis.

Region 14 ESC, as the lead public agency on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organization ("Public Agency" or collectively "Public Agencies") partnered with NCPA to make the resultant Master Agreement Contract Number 02-45 available to all participating agencies in the United States.

As indicated in our RFP # 18-16 response, Waibel Energy Systems has partnered with Brooks Building Solutions, Inc. as our regional vendor to represent the products and services provided by Waibel Energy Systems in the Jacksonville, FL area/territory.

The partnership between Brooks Buildings Solutions, Inc. and Waibel Energy Systems is currently in good standing.

Please feel free to contact me with any questions or concerns.

Alex Waibel
Vice President
Alex.waibel@buildinglogix.net
937-603-8564

EDUCATION SERVICE CENTER
REGION XIV

1850 Highway 351
Abilene, Texas
79601-4750
325-675-8600
Fax 325-675-8659

May 9, 2019

Mr. Jim Lange
Contract Administrator
Public Works/Public Buildings Division
City of Jacksonville
555 W. 44th Street
Jacksonville, Florida 32208

RE: Invitation to piggyback on competitively solicited RFP # 18-16 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-45 made available and administered by the National Cooperative Purchasing Alliance (NCPA) between Region 14 ESC and Waibel Energy Systems for HVAC Equipment, Installation, Service & Related Products (Supplement).

Dear Mr. Lange,

Region 14 Education Service Center extends to the City of Jacksonville the opportunity to piggyback on Region 14 ESC Master Agreement Contact Number 02-45 in connection with RFP # 18-16 for HVAC Equipment, Installation, Service & Related Products awarded to Waibel Energy Systems on an as needed basis.

Region 14 ESC, as the lead public agency on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organization ("Public Agency" or collectively "Public Agencies") has partnered with NCPA to make the resultant Master Agreement Contract Number 02-45 available to all participating agencies in the United States.

As indicated in the RFP # 18-16 response, Waibel Energy Systems has partnered with Brooks Building Solutions, Inc. as a regional vendor to represent the products and services provided by Waibel Energy Systems in the Jacksonville, FL area/territory.

Thank you,

Emily Jeffrey
Chief Financial Officer
Region 14 Education Service Center
325-675-7003

cc: Shane Fields, Executive Director, Region 14 Education Service Center

National Cooperative Purchasing Alliance

Thursday, May 9th, 2019

Mr. Jim Lange
Contract Administrator
Public Works Public Buildings Division
City of Jacksonville
555 W. 44th Street
Jacksonville, Florida 32208

RE: Invitation to piggyback on competitively solicited RFP # 18-16 by Region 14 Education Service Center Region 14 ESC and Master Agreement Contract Number 02-45 made available and administered by the National Cooperative Purchasing Alliance NCPA between Region 14 ESC and Waibel Energy Systems for HVAC Equipment, Installation, Service & Related Products Supplement.

Dear Mr. Lange,

The National Cooperative Purchasing Alliance extends to the City of Jacksonville the opportunity to piggyback on Region 14 ESC Master Agreement Contact Number 02-45 in connection with RFP # 18-16 for HVAC Equipment, Installation, Service & Related Products awarded to Waibel Energy Systems on an as needed basis.

Region 14 ESC, as the lead public agency on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organization "Public Agency" or collectively "Public Agencies" partnered with NCPA to make the resultant Master Agreement Contract Number 02-45 available to all participating agencies in the United States.

As indicated in the RFP # 18-16 response, Waibel Energy Systems has partnered with Brooks Building Solutions, Inc. as a regional vendor to represent the products and services provided by Waibel Energy Systems in the Jacksonville, FL area territory

Sincerely,

Matthew Mackel
Director, Business Development

Request for Proposal (RFP) for HVAC Equipment, Installation, Service, & Related Products (Supplement)

Solicitation Number: 18-16

Publication Date: Thursday, June 9th, 2016

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th, 2016. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for HVAC Equipment, Installation, Service, & Related Products for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.

Competitive Solicitation by

Region 14 Education Service Center

For

HVAC Equipment, Installation, Service, & Related Products (Supplement)

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 18-16

National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of **HVAC Equipment, Installation, Service, & Related Products.**

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

- **Vendor Scope**

  - It is the intention of Region 14 ESC to establish a contract with vendor(s) for HVAC Equipment, Installation, Service, & Related Products. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.

  - Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

  - Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, NCPA also requests any value add product or service that could be provided under this contract.

  - While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business. The scope of this RFP shall include but not be limited to the following products and services:

    - **HVAC Refrigeration** Type- Rotary, Centrifugal, Scroll, Reciprocating., Absorption

    - **Indoor Air Quality Products and Devices** Type- Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.

    - **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits

    - **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections

    - **Air Terminal Devices and Heating Products** Type-VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors

    - **DDC Controls** Type-core components, end devices, lighting, panels

    - **Cooling Towers** Type- open, closed, evaporative, other

    - **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines

    - **Invertors**

    - **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other

- **HVAC Specialty Products** Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)

- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other

- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other

- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other

- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other

- **Energy Services** Type-Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other

- **Equipment Rentals** Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

- **Financial Services** Type- leasing, prompt and pre-payment discounts, guaranteed savings and other

- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other

- **Site Surveys** Type- Equipment, system analysis, operational, architectural and other

Instructions to Respondents

- Submission of Response
  - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Required Proposal Format
  - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- Binder Tabs
  - Tab 1 – Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

- Shipping Label
  - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages <u>must be sealed</u> and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

    From: _____
    Company: _____
    Address: _____
    City, State, Zip: _____
    Solicitation Name and Number: _____
    Due Date and Time: _____

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- Pricing
  - <u>All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
  - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- Best Price Guarantee
  - The awarded vendor agrees to provide pricing to Region 14 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
  - The awarded vendor agrees to lower the cost of any product purchased through NCPA following a reduction in the manufacturer or publisher's direct cost.
  - The awarded vendor agrees all prices, terms, warranties, and benefits granted by the vendor to Members through this contract are comparable to or better than the equivalent terms offered by vendor to any present customer meeting the same qualifications or requirements.
- Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment

- Administrative Fee
  - All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
  - The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

- Audit rights
  - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
  - Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Licenses and Duty to keep current licenses
  - Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall

remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Cancellation for Non-Performance or Contractor Deficiency
  - Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
  - Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
  - Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act ~~in any of the following:~~

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;

- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

- Cancellation for Conflict of Interest

  - Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

- Registered Sex Offender Restriction

  - Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

- Contract's Employment Eligibility

  - By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification

of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the awarded vendor.

- Terrorism Country Divestments

  - Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

- Fingerprint Checks

  - If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

- Indemnification

  - Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $45 – 50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer

- References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HVAC Equipment, Installation, Service, & Related Products;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at facilities.reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount	Registered Vendor Quotation #

Total _____

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a

resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is http://www.ncpa.us/facilities/Register)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 minutes.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date _____

RFP Number _____

Company Name _____

Printed Name _____

Signature _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa
☐ Federated States of Micronesia
☐ Guam
☐ Midway Islands
☐ Northern Marina Islands
☐ Puerto Rico
☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of _____, State of _____
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicabl
    - ☐ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted o a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☐ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☐ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

- Purchase Orders
  - Contact Person: _____
  - Title: _____
  - Company: _____
  - Address: _____
  - City: _____ State: _____ Zip: _____
  - Phone: _____ Email: _____
- Sales and Marketing
  - Contact Person: _____
  - Title: _____
  - Company: _____
  - Address: _____
  - City: _____ State: _____ Zip: _____
  - Phone: _____ Email: _____

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

      ☐ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    ☐ Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☐ Yes ☐ No

- Cooperatives
  - List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

GENERAL:

1. Company's official registered name.

2. Brief history of your company, including the year it was established.

3. Company's Dun & Bradstreet (D&B) number.

4. Corporate office location.

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
    a. Sales
    b. Sales Support
    c. Marketing
    d. Financial Reporting
    e. Executive Support

8. Define your standard terms of payment.

9. Who is your competition in the public marketplace?

10. Overall annual sales for last three (3) years; 2013, 2014, 2015.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015.

12. What is your strategy to increase market share in the public space?

13. What differentiates your company from your competitors?

14. Briefly summarize your company's Quality control/Quality assurance program.

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?

18. Indicate your company's ability to provide temporary cooling when needed.

19. What equipment/system support documents will your company provide?

20. Identify the process of receiving a purchase order to the ordering of equipment.

21. Describe your company's shipping schedule notification procedures.

22. Describe how your company deals with shipping delays. How do you notify your customer of delays?

23. Provide your shipping schedule reporting form. How many times do you update?

24. How many products do you stock? Where?

25. What is your percentage of on-time delivery at each manufacturing plant?

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

28. If your product is defective, what is the replacement process and turnaround?

29. What is the capability of your company to respond to emergency/rush orders?

30. State whether your company provides a quality guarantee on your products. If so, please describe.

31. Describe your procedures to monitor the quality of your products.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

34. What is you standard warranty on Building Automation Controls?

35. What is your standard warranty on replacement parts?

36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

SERVICES:

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company of if they are a network of subcontractors.

39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

41. Please describe the quality program(s) within your company which measures your service work.

42. List your company's standard scope of work performed for preventative maintenance visits.

43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.

44. Describe your call center organization.

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

48. What technology such as GPS tracking does your company use to track completion of repairs?

49. What is the reputation of your company's service in the public marketplace?

50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

51. Identify the process of receiving a purchase order to the providing of a service contract.

52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

53. List the number of sites your company currently monitors Energy Management Systems (EMS).

54. List your company capabilities regarding system changes and repairs to EMS systems.

55. List the reporting capabilities your company has for EMS system parameters.

56. Does your company maintain and repair/replace EMS in-house (self perform) including monitoring, alarm resolution, repairs and adjustments?

57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

58. Describe your company's startup and system checkout responsibilities

59. Describe your company's post-installation and warranty support

60. Describe your company's steps for system analysis.

61. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

64. Is warranty coverage dependent on using your start-up procedure?

65. Who performs your start-up procedure?

66. List the total dollar volume your company completes in HVAC retrofits annually.

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

69. Describe what project scheduling tools your company use to track projects during construction.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

71. Describe how your company handles site development and project permitting process.

72. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

74. Describe your company's construction management plan.

75. What is your standard warranty on installation?

76. What is your standard warranty on energy retrofit contracting?

77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

78. State whether your company provides a quality guarantee on your service. If so, please describe.

79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

SAFETY:

80. Describe your company's safety program during service/repair work.

81. Describe your company's safety program during construction.

82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

83. What reporting mechanism does your company provided to the customer upon completion of any project?

MARKETING/ SALES

84. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

    a. A co-branded press release within first 30 days
    b. Announcement of award through any applicable social media sites
    c. Direct mail campaigns
    d. Co-branded collateral pieces
    e. Advertisement of contract in regional or national publications
    f. Participation in trade shows
    g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
        i. NCPA and Region 14 ESC Logo
        ii. Link to NCPA and Region 14 ESC website
        iii. Summary of contract and services offered
        iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
        v. amendments, marketing materials

85. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

86. Explain how your company plans to market this agreement to existing government customers.

87. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

88. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

89. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

90. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

    $_____ in year one

    $_____ in year two

    $_____ in year three

ADMINISTRATION

91. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

92. Describe the capacity of your company to report monthly sales through this agreement.

93. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

95. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

96. Provide a copy of all ***current licenses, registrations and certifications*** issued by federal, state and local agencies, and any ***other licenses, registrations or certifications*** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to ***licenses, registrations or certifications***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

Tab 5 – Products and Services

Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories on the following classifications of product:

- **HVAC Refrigeration**

  - Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption)
  - Cooling medium (e.g., air, water)
  - Brand Name(s)
  - Capacity Range (tons)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Range of Efficiencies (KW/Ton)
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **Indoor Air Quality Products and Devices**

  - Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
  - Brand Name(s)
  - Capacity Range
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Range of Efficiencies
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **Unitary**

  - Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
  - Brand Name(s)
  - Capacity Range
  - Heating Medium (Electric, Gas, Steam, Hot Water)
  - Cooling Medium (DX, Chilled Water)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time

- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

- **Air handling**

  - Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
  - Brand Name(s)
  - Fan Types (e.g. Backward incline, Forward curve, airfoil)
  - Capacity Range (CFM)
  - Heating Medium (Electric, Gas, Steam, Hot Water)
  - Cooling Medium (DX, Chilled Water)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **Air Terminal Devices and Heating Products**

  - Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
  - Brand Name(s)
  - Capacity Range (CFM)
  - Heating Medium (Electric, Gas, Steam, Hot Water)
  - Cooling Medium (DX, Chilled Water)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **DDC Controls**

  - Type (core components, end devices, lighting, panels)Brand Name(s)
  - System Protocol (BACnet, LonWorks, Proprietary or Combo)
  - LAN Communication Structure (Peer-to-peer, Polling)
  - Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
  - Third party interface (Drivers and Gateways)
  - Remote alarm and message capabilities
  - Standard Warranty (Parts & Labor)

- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Detail Features & Benefits

- **Cooling Towers**

  - Type (e.g., open, closed, evaporative, other)
  - Brand Name(s)
  - Capacity Range (tons)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Range of Efficiencies
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **Pumps**

  - Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
  - Brand Name(s)
  - Capacity Range (GPM)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Range of Efficiencies
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **Invertors**

  - Brand Name(s)
  - Capacity Range (HP)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **Boilers & Water Heaters**

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

- **HVAC Specialty Products**

  - Type (e.g., modular, outside/inside, Steam &Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
  - Brand Name(s)
  - Heating Medium (Electric, Gas, Steam, Hot Water)
  - Cooling Medium (DX, Chilled Water)
  - Capacity Range (CFM and/or MBH)
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Location of Manufacturing (City, State or Country)
  - Range of Efficiencies
  - Estimated Market Share (North America)
  - Provide example data on each type of product provided
  - Detail Features & Benefits

- **Equipment Parts and Supplies**

  - Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
  - Brand Name(s) stocked
  - Location of stocking parts
  - Standard Warranty (Parts & Labor)
  - Optional Warranty (components covered & Labor)
  - Estimated Lead/Delivery Time
  - Percentage of locally stocked parts to delivered parts
  - Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

- **Startup & Commissioning Services**

- Define process for validation of system or equipment operation to design
- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

- **Service & Maintenance**

  - Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
  - Define processes for each type of service and/or maintenance of the system or the equipment
  - List key personnel (factory, sub-contract, other)
  - References (public sector only)
  - Case studies describing benefits of services

- **Installation and Turnkey Contracting**

  - Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
  - Define processes for each type install of the system or the equipment
  - Bonding and licensing capabilities
  - List key personnel (factory, sub-contract, other)
  - References (public sector only)
  - Case studies describing benefits of services

- **Warranty Services**

  - Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
  - Define processes for each type of warranty
  - List key personnel (factory, sub-contract, other)
  - References (public sector only)
  - Case studies describing benefits of services

- **Energy Services**

  - Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)
  - Define processes for each type of energy services
  - Certifications of personnel
  - List key personnel (factory, sub-contract, other)
  - References (public sector only)
  - Case studies describing benefits of services

- **Equipment Rentals**

  - Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
  - Brands available
  - Locations of rental fleet
  - Process of accessing rental fleet during disaster event
  - List key personnel (factory, sub-contract, other)
  - References (public sector only)
  - Case studies describing benefits of services

- **Financial Services**

  - Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
  - Describe type of each funding and availability
  - Funding Sources (internal and/or external)
  - List key personnel (internal and/or external)
  - References (public sector only)
  - Case studies describing benefits of services

- **Professional Services**

  - Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)
  - Describe type of each professional service and availability
  - Licensing and certification capabilities
  - List key personnel (internal and/or external)
  - References (public sector only)
  - Case studies describing benefits of services

- **Site Surveys**

  - Type (e.g., Equipment, system analysis, operational, architectural and other)
  - Describe type of survey
  - Licensing and certification capabilities
  - Advanced technology uses for each type of survey
  - List key personnel (internal and/or external)
  - References (public sector only)
  - Case studies describing benefits of services

Tab 6 – References

- Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

Tab 7 – Pricing

EQUIPMENT PRICING

- Provide a Discounts Off Catalog/Price List Matrix of the product classifications listed in the Scope Section and Products/Services Section of this RFP. The responder shall also offer maximum markup on any material not designated equipment or services and deem this as "miscellaneous material".
- Any special discounts due to stocking or faster ship items that have higher list price adjustments or different discounts shall be listed separately.

- **HVAC Refrigeration**
- **Indoor Air Quality Products and Devices**
- **Unitary**
- **Air handling**
- **Air Terminal Devices and Heating**
- **DDC Controls**
- **Cooling Towers**
- **Pumps**
- **Invertors**
- **Boilers & Water Heaters**
- **HVAC Specialty Products**
- **Equipment Parts and Supplies**
- **Other equipment not listed**
- **Miscellaneous Material**

LABOR BASED PRICING

- Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. A per diem and over-time hours shall be set at a certain rate. The classification definitions shall be described in this RFP. Additionally, the hours for each task in a scope of work shall **USE** a benchmark against an established data set (e.g.; RS Means or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means or others) city cost index by ***each respondent's office***(s), territories or district(s) to determine effectiveness of providing these tasks. Additionally a formula shall be established to adjust labor rates on a yearly basis.

- If Respondent does not chose to include a specific labor classification simply mark the line item as "NA". Awarded vendors will then be required to apply for approval from Region 14 ESC prior to using an item marked "NA".

Labor Billing Rates

Effective Date -___/16	
CLASSIFICATION	**Hourly Rate**
Office/District Description	
Architectural	
Asbestos Worker	
Boilermaker	
Bricklayers; Masons	
Carpenter /Case worker	
Carpet Layers/Floor Installers	
Concrete Finishers	
Data Comm./Telecom Installer	
Delivery personnel	
Drafting	
Drywall Installers; Ceiling Installers	
Electricians	
Elevator Mechanics	
Engineering Design	
Energy Engineer	
Glaziers	
Heavy Equipment Operators	

Helper	
HVAC Commercial A/C technician	
HVAC Light Commercial	
HVAC Helper	
HVAC Field Supervisor	
HVAC Refrigeration technician	
HVAC Duct installer	
HVAC Filter technician	
HVAC Building Automation technician	
Infrared Technician	
Insulators	
Ironworkers	
Laborers	
Lathers	
Light Equipment Operators	
Metal Building Assembler	
Millwrights	
Operating Engineer	
Painters/Wall Covering Installers	
Pipefitters	
Plasterers	
Plumbers	
Project Manager	
Project Administrator	

Project Engineering	
Refrigeration Technician	
Refrigeration Supervisor	
Roofers	
Sheet Metal Workers	
Sprinkler Fitters	
Terrazzo Workers	
Test & Balance Technician	
Tile Setters	
Water proofers/Caulkers	
Water Treatment Technician	
Miscellaneous Material Margins	To be Filled in
Labor Coefficient	To be Filled in

NOTES:

1. ALL LABOR RATES ARE BASED ON STANDARD HOURS
2. OVERTIME RATES (AFTERHOURS, SATURDAY): ___X STANDARD RATES
3. OVERTIME RATES (SUNDAY, HOLIDAYS): ____X STANDARD RATES
4. PER DIEM RATES: ___/DAY/PERSON (WHEN REQUIRED) EXCEPT AK & HI ___/DAY/PERSON
5. MINIMUM CHARGE OF __ HOURS FOR ALL OVERTIME WORK
6. RATES WILL BE ADJUSTED ANNUALLY AT RENEWAL DATE BASED ON THE FOLLOWING FORMULA:
   % field labor adjustment factor change from the previous year ___
   % material price index change from the previous year ___
   % office & operating expense changes from the previous year ___
7. FINAL APPROVAL UPON NCPA'S DISCRETION.

LABOR WAGE CLASSIFICATION	
Worker Classification Definition Sheet	

Architect	Professional Licensed designer providing Architectural drawings
Asbestos Worker	Worker who removes & disposes of asbestos materials.
Boilermaker	Worker who Assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm./Telecom Installer	Worker who installs data/telephone & television cable & associated equipment and accessories
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents
Drywall/Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids and ceilings
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Engineering Design	Professional Licensed Engineer who layouts HVAC, Plumbing, Electrical, Structural or Civil systems
Energy Engineer	Skilled Engineer (need not be licensed) who can develop energy conservation measures (ECMs) at a given site and can determine financial analysis and project energy savings in a Pro Forma as well as providing measurement and verification of that analysis

Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines
HVAC Building Automation technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
HVAC Commercial A/C technician	Worker who is capable of working on large commercial up to 3000 tons
HVAC Light Commercial	Worker who is capable of working on small commercial up to 25 tons
HVAC Duct installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels
HVAC Filter technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons
HVAC Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete rebar.

Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason; Bricklayer	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter/Wall Covering Inst.	Worker who prepares wall surfaces & applies paint and/or wall covering, tape & bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineering	Worker who monitors the engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Worker is responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.

Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Refrigeration Field Supervisor	Worker who monitors quality as well as provide technical support to all other Refrigeration technician skill levels
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces
Water proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.
Test & Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

MISCELLANEOUS MATERIAL

- All items not equipment or labor shall be considered miscellaneous material which will have a maximum margin charged. Since scopes of work vary greatly it is

difficult to set specific margins without complicating the process which is not in the best interest of all parties.

PRICING COMPLIANCE REVIEW

- The awarded vendor will be expected to participate in the NCPA compliance review program that includes pricing verification. The goal is to provide transparency & contract compliance for NCPA & the vendor as a 3rd party independent review.
- The process includes a review of the scope of work narrative by line item plus any adjustments such as regional discounts, per diem rate, overtime, etc.
- Prior to the selection of the vendors, a more comprehensive discussion will be provided to the vendors for their evaluation.

NOT TO EXCEED PRICING

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Executive Summary

- Describe the product and/or service in an outline format
- Describe the value to participating agencies
- Describe the value to NCPA
- Describe how your company would market this product and/or service through this contract
- Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- Where is the product manufactured?
- Any certifications provided?
- Where is the service performed?
- Who performs the service and what is their expertise?
- Is this a proprietary product and, if not, who is your competition?
- Provide references
- Provide case studies
- Provide any pricing that is different than the pricing in TAB 7 in this solicitation.

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor _____

Print Name _____

Address _____

City, Sate, Zip _____

Authorized signature _____

Date _____

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

OWNERSHIP DISCLOSURE FORM

(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code:

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ *Date*

_____ ***Authorized Signature and Title***

NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of _____

I, _____ *of the* _____
NameCity

in the County of _____, *State of* _____ *of full age, being duly sworn according to law on my oath depose and say that:*

I am the _____ *of the firm of* _____
Title *Company Name*

the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20___

_____
Notary Public of New Jersey
My commission expires _____ , 20___

SEAL

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____
Street: _____
City, State, Zip Code: _____

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* _____

   OR

2. *A photo copy of their Certificate of Employee Information Report* _____

   OR

3. *A complete Affirmative Action Employee Information Report (AA302)* _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ **Date**

_____ **Authorized Signature and Title**

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative
Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation). A sample Certification form is part of this packag

and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is

disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No.	Counties and Parishes
1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
~~7~~	~~CROOK COUNTY ROAD DEPARTMENT~~

8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE
15	HOOD RIVER COUNTY
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
18	JEFFERSON COUNTY
19	KLAMATH COUNTY VETERANS SERVICE OFFICE
20	LAKE COUNTY
21	LANE COUNTY
22	LINCOLN COUNTY
23	LINN COUNTY
24	MARION COUNTY , SALEM, OREGON
25	MORROW COUNTY
26	MULTNOMAH COUNTY
27	MULTNOMAH COUNTY
28	MULTNOMAH LAW LIBRARY
29	NAMI LANE COUNTY
30	POLK COUNTY
31	SHERMAN COUNTY
32	UMATILLA COUNTY, OREGON
33	UNION COUNTY
34	WALLOWA COUNTY
35	WASCO COUNTY
36	WASHINGTON COUNTY
37	YAMHILL COUNTY
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL

No.	Higher Education
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5	UNIVERSITY OF HAWAII AT MANOA

No.	K - 12
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3	BAKER SCHOOL DISTRICT 5-J
4	BANDON SCHOOL DISTRICT
5	BANKS SCHOOL DISTRICT
6	BEAVERTON SCHOOL DISTRICT
7	BEND / LA PINE SCHOOL DISTRICT
8	BEND-LA PINE SCHOOL DISTRICT
9	BROOKING HARBOR SCHOOL DISTRICT NO.17 C
10	CANBY SCHOOL DISTRICT
11	CANYONVILLE CHRISTIAN ACADEMY
12	CASCADE SCHOOL DISTRICT
13	CASCADES ACADEMY OF CENTRAL OREGON
14	CENTENNIAL SCHOOL DISTRICT
15	CENTRAL CATHOLIC HIGH SCHOOL
16	CENTRAL POINT SCHOOL DISTRICT NO. 6
17	CENTRAL SCHOOL DISTRICT 13J
18	CLACKAMAS EDUCATION SERVICE DISTRICT
19	COOS BAY SCHOOL DISTRICT
20	COOS BAY SCHOOL DISTRICT NO.9
21	COQUILLE SCHOOL DISTRICT 8
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
23	CRESWELL SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL
25	CULVER SCHOOL DISTRICT NO.
26	DALLAS SCHOOL DISTRICT NO. 2
27	DAVID DOUGLAS SCHOOL DISTRICT
28	DAYTON SCHOOL DISTRICT NO.8
29	DE LA SALLE N CATHOLIC HS
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
31	DOUGLAS COUNTY SCHOOL DISTRICT 116
32	DOUGLAS EDUCATION SERVICE DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29
34	ELKTON SCHOOL DISTRICT NO.34
35	ESTACADA SCHOOL DISTRICT NO.108
36	FOREST GROVE SCHOOL DISTRICT
37	GASTON SCHOOL DISTRICT 511J
38	GEN CONF OF SDA CHURCH WESTERN OR
39	GLADSTONE SCHOOL DISTRICT
40	GLENDALE SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12
42	GRANTS PASS SCHOOL DISTRICT 7
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
44	GRESHAM-BARLOW SCHOOL DISTRICT
45	HARNEY COUNTY SCHOOL DIST. NO.3
46	HARNEY EDUCATION SERVICE DISTRICT
47	HEAD START OF LANE COUNTY
48	HERITAGE CHRISTIAN SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT
50	HOOD RIVER COUNTY SCHOOL DISTRICT
51	JACKSON CO SCHOOL DIST NO.9
52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53	JEFFERSON SCHOOL DISTRICT
54	KLAMATH FALLS CITY SCHOOLS
55	LA GRANDE SCHOOL DISTRICT
56	LAKE OSWEGO SCHOOL DISTRICT 7J
57	LANE COUNTY SCHOOL DISTRICT 4J
58	LANE COUNTY SCHOOL DISTRICT 69
59	LEBANON COMMUNITY SCHOOLS NO.9
60	LINCOLN COUNTY SCHOOL DISTRICT
61	LINN CO SCHOOL DIST. 95C - SCIO SD
62	LOST RIVER JR/SR HIGH SCHOOL
63	LOWELL SCHOOL DISTRICT NO.71
64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65	MCMINNVILLE SCHOOL DISTRICT NO.40
66	MEDFORD SCHOOL DISTRICT 549C
67	MITCH CHARTER SCHOOL
68	MOLALLA RIVER ACADEMY
69	MOLALLA RIVER SCHOOL DISTRICT NO.35
70	MONROE SCHOOL DISTRICT NO.1J
71	MORROW COUNTY SCHOOL DISTRICT
72	MT. ANGEL SCHOOL DISTRICT NO 91
73	MT SCOTT LEARNING CENTERS
~~74~~	~~MULTISENSORY LEARNING ACADEMY~~

75	MULTNOMAH EDUCATION SERVICE DISTRICT
76	MYRTLE POINT SCHOOL DISTRICT NO.41
77	NEAH-KAH-NIE DISTRICT NO.56
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79	NOBEL LEARNING COMMUNITIES
80	NORTH BEND SCHOOL DISTRICT 13
81	NORTH CLACKAMAS SCHOOL DISTRICT
82	NORTH SANTIAM SCHOOL DISTRICT 29J
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85	NYSSA SCHOOL DISTRICT NO. 26
86	ONTARIO MIDDLE SCHOOL
87	OREGON TRAIL SCHOOL DISTRICT NO.46
88	OUR LADY OF THE LAKE SCHOOL
89	PHILOMATH SCHOOL DISTRICT
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
91	PORTLAND ADVENTIST ACADEMY
92	PORTLAND JEWISH ACADEMY
93	PORTLAND PUBLIC SCHOOLS
94	RAINIER SCHOOL DISTRICT
95	REDMOND SCHOOL DISTRICT
96	REEDSPORT SCHOOL DISTRICT
97	REYNOLDS SCHOOL DISTRICT
98	ROGUE RIVER SCHOOL DISTRICT NO.35
99	ROSEBURG PUBLIC SCHOOLS
100	SALEM-KEIZER PUBLIC SCHOOLS
101	SCAPPOOSE SCHOOL DISTRICT 1J
102	SEASIDE SCHOOL DISTRICT 10
103	SEVEN PEAKS SCHOOL
104	SHERWOOD SCHOOL DISTRICT 88J
105	SILVER FALLS SCHOOL DISTRICT
106	SIUSLAW SCHOOL DISTRICT
107	SOUTH COAST EDUCATION SERVICE DISTRICT
108	SOUTH LANE SCHOOL DISTRICT 45J3
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110	SOUTHWEST CHARTER SCHOOL
111	SPRINGFIELD SCHOOL DISTRICT NO.19
112	STANFIELD SCHOOL DISTRICT
113	SWEET HOME SCHOOL DISTRICT NO.55
114	THE CATLIN GABEL SCHOOL
115	TIGARD-TUALATIN SCHOOL DISTRICT
116	UMATILLA-MORROW ESD
117	VERNONIA SCHOOL DISTRICT 47J
118	WEST HILLS COMMUNITY CHURCH
119	WEST LINN WILSONVILLE SCHOOL DISTRICT
120	WHITEAKER MONTESSORI SCHOOL
121	YONCALLA SCHOOL DISTRICT NO.32
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU'OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY

No.	Nonprofit & Other
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6	ALZHEIMERS NETWORK OF OREGON
7	ASHLAND COMMUNITY HOSPITAL
8	ATHENA LIBRARY FRIENDS ASSOCIATION
9	BARLOW YOUTH FOOTBALL
10	BAY AREA FIRST STEP, INC.
11	BENTON HOSPICE SERVICE
12	BETHEL CHURCH OF GOD
13	BIRCH COMMUNITY SERVICES, INC.
14	BLACHLY LANE ELECTRIC COOPERATIVE
15	BLIND ENTERPRISES OF OREGON
16	BONNEVILLE ENVIRONMENTAL FOUNDATION
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18	BROAD BASE PROGRAMS INC.
19	CANBY FOURSQUARE CHURCH
20	CANCER CARE RESOURCES
21	CASCADIA BEHAVIORAL HEALTHCARE
22	CASCADIA REGION GREEN BUILDING COUNCIL
23	CATHOLIC CHARITIES
24	CATHOLIC COMMUNITY SERVICES
25	CENTER FOR RESEARCH TO PRACTICE
26	CENTRAL BIBLE CHURCH
27	CENTRAL CITY CONCERN
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30	CHILDPEACE MONTESSORI
31	CITY BIBLE CHURCH
32	CLACKAMAS RIVER WATER
33	CLASSROOM LAW PROJECT
34	COAST REHABILITATION SERVICES
35	COLLEGE HOUSING NORTHWEST
36	COLUMBIA COMMUNITY MENTAL HEALTH
37	COMMUNITY ACTION ORGANIZATION
38	COMMUNITY ACTION TEAM, INC.
39	COMMUNITY CANCER CENTER
40	COMMUNITY HEALTH CENTER, INC
41	COMMUNITY VETERINARY CENTER
42	CONFEDERATED TRIBES OF GRAND RONDE
43	CONSERVATION BIOLOGY INSTITUTE
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45	CORVALLIS MOUNTAIN RESCUE UNIT
46	COVENANT CHRISTIAN HOOD RIVER
47	COVENANT RETIREMENT COMMUNITIES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
49	DELIGHT VALLEY CHURCH OF CHRIST
50	DOGS FOR THE DEAF, INC.
51	DOUGLAS ELECTRIC COOPERATIVE, INC.
52	EAST HILL CHURCH
53	EAST SIDE FOURSQUARE CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL
55	EDUCATIONAL POLICY IMPROVEMENT CENTER
56	ELMIRA CHURCH OF CHRIST
57	EMERALD PUD
58	EMMAUS CHRISTIAN SCHOOL
59	EN AVANT, INC.
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61	EUGENE BALLET COMPANY
62	EUGENE SYMPHONY ASSOCIATION, INC.
63	EUGENE WATER & ELECTRIC BOARD
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING
65	FAIR SHARE RESEARCH AND EDUCATION FUND
66	FAITH CENTER
67	FAITHFUL SAVIOR MINISTRIES
68	FAMILIES FIRST OF GRANT COUNTY, INC.
69	FANCONI ANEMIA RESEARCH FUND INC.
70	FARMWORKER HOUISNG DEV CORP
71	FIRST CHURCH OF THE NAZARENE
72	FIRST UNITARIAN CHURCH
73	FORD FAMILY FOUNDATION
74	FOUNDATIONS FOR A BETTER OREGON
75	FRIENDS OF THE CHILDREN
76	GATEWAY TO COLLEGE NATIONAL NETWORK
77	GOAL ONE COALITION
78	GOLD BEACH POLICE DEPARTMENT
79	GOOD SHEPHERD COMMUNITIES
80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81	GRANT PARK CHURCH
82	GRANTS PASS MANAGEMENT SERVICES, DBA
83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84	HALFWAY HOUSE SERVICES, INC.
85	HEARING AND SPEECH INSTITUTE INC
86	HELP NOW! ADVOCACY CENTER
87	HIGHLAND HAVEN

88 HIGHLAND UNITED CHURCH OF CHRIST
89 HIV ALLIANCE, INC
90 HOUSING AUTHORITY OF LINCOLN COUNTY
91 HOUSING AUTHORITY OF PORTLAND
92 HOUSING NORTHWEST
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
~~159 PENTAGON FEDERAL CREDIT UNION~~
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENASILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
~~230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE~~

231	TRILLIUM FAMILY SERVICES, INC.
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233	UNION GOSPEL MISSION
234	UNITED CEREBRAL PALSY OF OR AND SW WA
235	UNITED WAY OF THE COLUMBIA WILLAMETTE
236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
237	US FISH AND WILDLIFE SERVICE
238	USAGENCIES CREDIT UNION
239	VERMONT HILLS FAMILY LIFE CENTER
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241	VOLUNTEERS OF AMERICA OREGON
242	WE CARE OREGON
243	WESTERN RIVERS CONSERVANCY
244	WESTERN STATES CENTER
245	WESTSIDE BAPTIST CHURCH
246	WILD SALMON CENTER
247	WILLAMETTE FAMILY
248	WILLAMETTE VIEW INC.
249	WOODBURN AREA CHAMBER OF COMMERCE
250	WORD OF LIFE COMMUNITY CHURCH
251	WORKSYSTEMS INC
252	YOUTH GUIDANCE ASSOC.
253	YWCA SALEM
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	BISHOP MUSEUM
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7	EAH, INC.
8	EASTER SEALS HAWAII
9	GOODWILL INDUSTRIES OF HAWAII, INC.
10	HABITAT FOR HUMANITY MAUI
11	HALE MAHAOLU
12	HAROLD K.L. CASTLE FOUNDATION
13	HAWAII AGRICULTURE RESEARCH CENTER
14	HAWAII EMPLOYERS COUNCIL
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16	HONOLULU HABITAT FOR HUMANITY
17	IUPAT, DISTRICT COUNCIL 50
18	LANAKILA REHABILITATION CENTER INC.
19	LEEWARD HABITAT FOR HUMANITY
20	MAUI COUNTY FCU
21	MAUI ECONOMIC DEVELOPMENT BOARD
22	MAUI ECONOMIC OPPORTUNITY, INC.
23	MAUI FAMILY YMCA
24	NA HALE O MAUI
25	NA LEI ALOHA FOUNDATION
26	NETWORK ENTERPRISES, INC.
27	ORI ANUENUE HALE, INC.
28	PARTNERS IN DEVELOPMENT FOUNDATION
29	POLYNESIAN CULTURAL CENTER
30	PUNAHOU SCHOOL
31	ST. THERESA CHURCH
32	WAIANAE COMMUNITY OUTREACH
33	WAILUKU FEDERAL CREDIT UNION
34	YMCA OF HONOLULU

No.	Special/Independent Districts
1	BAY AREA HOSPITAL DISTRICT
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CENTRAL OREGON IRRIGATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT
5	CITY COUNTY INSURANCE SERVICES
6	CLEAN WATER SERVICES
7	COLUMBIA 911 COMMUNICATIONS DISTRICT
8	COLUMBIA RIVER PUD
9	DESCHUTES COUNTY RFPD NO.2
10	DESCHUTES PUBLIC LIBRARY SYSTEM
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12	GASTON RURAL FIRE DEPARTMENT
13	GLADSTONE POLICE DEPARTMENT
14	GLENDALE RURAL FIRE DISTRICT
15	HOODLAND FIRE DISTRICT NO.74
16	HOODLAND FIRE DISTRICT #74
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18	KLAMATH COUNTY 9-1-1
19	LANE EDUCATION SERVICE DISTRICT
20	LANE TRANSIT DISTRICT
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
22	MARION COUNTY FIRE DISTRCT #1
23	METRO
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
25	MONMOUTH - INDEPENDENCE NETWORK
26	MULTONAH COUNTY DRAINAGE DISTRICT #1
27	NEAH KAH NIE WATER DISTRICT
28	NW POWER POOL
29	OAK LODGE WATER DISTRICT
30	OR INT'L PORT OF COOS BAY
31	PORT OF ST HELENS
32	PORT OF UMPQUA
33	REGIONAL AUTOMATED INFORMATION NETWORK
34	RIVERGROVE WATER DISTRICT
35	SALEM AREA MASS TRANSIT DISTRICT
36	SANDY FIRE DISTRICT NO. 72
37	SUNSET EMPIRE PARK AND RECREATION
38	THE NEWPORT PARK AND RECREATION CENTER
39	THE PORT OF PORTLAND
40	TILLAMOOK PEOPLES UTILITY DISTRICT
41	TUALATIN HILLS PARK AND RECREATION DISTRICT
42	TUALATIN VALLEY FIRE & RESCUE
43	TUALATIN VALLEY WATER DISTRICT
44	UNION SOIL & WATER CONSERVATION DISTRICT
45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46	WEST VALLEY HOUSING AUTHORITY
47	WILLAMALANE PARK AND RECREATION DISTRICT
48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No.	State Agencies
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE POLICE
14	OREGON TOURISM COMMISSION
15	OREGON TRAVEL INFORMATION COUNCIL
16	SANTIAM CANYON COMMUNICATION CENTER
17	SEIU LOCAL 503, OPEU
1	ADMIN SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION

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Request for Proposal (RFP) for HVAC Equipment, Installation, Service, & Related Products (Supplement)

Solicitation Number: 18-16

Publication Date: Thursday, June 9th, 2016

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th, 2016. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for HVAC Equipment, Installation, Service, & Related Products for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.

Competitive Solicitation by

Region 14 Education Service Center

For

HVAC Equipment, Installation, Service, & Related Products (Supplement)

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 18-16

National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of **HVAC Equipment, Installation, Service, & Related Products**.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

- **Vendor Scope**

  - It is the intention of Region 14 ESC to establish a contract with vendor(s) for HVAC Equipment, Installation, Service, & Related Products. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.

  - Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

  - Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, NCPA also requests any value add product or service that could be provided under this contract.

  - While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business. The scope of this RFP shall include but not be limited to the following products and services:

    - **HVAC Refrigeration** Type- Rotary, Centrifugal, Scroll, Reciprocating., Absorption

    - **Indoor Air Quality Products and Devices** Type- Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.

    - **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits

    - **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections

    - **Air Terminal Devices and Heating Products** Type-VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors

    - **DDC Controls** Type-core components, end devices, lighting, panels

    - **Cooling Towers** Type- open, closed, evaporative, other

    - **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines

    - **Invertors**

    - **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other

- **HVAC Specialty Products** Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)

- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other

- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other

- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other

- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other

- **Energy Services** Type-Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other

- **Equipment Rentals** Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

- **Financial Services** Type- leasing, prompt and pre-payment discounts, guaranteed savings and other

- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other

- **Site Surveys** Type- Equipment, system analysis, operational, architectural and other

Instructions to Respondents

- Submission of Response
  - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Required Proposal Format
  - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- Binder Tabs
  - Tab 1 – Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

- Shipping Label
  - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:	David Crosley
Company:	Waibel Energy Systems
Address:	815 Falls Creek Drive
City, State, Zip:	Vandalia, Ohio 45377
Solicitation Name and Number:	08-16 HVAC Equipment, Installation, Service and Related Products
Due Date and Time:	Thursday, July 21, 2016 2:00 PM CST

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is

conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.

- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

- Best Price Guarantee
  - The awarded vendor agrees to provide pricing to Region 14 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
  - The awarded vendor agrees to lower the cost of any product purchased through NCPA following a reduction in the manufacturer or publisher's direct cost.
  - The awarded vendor agrees all prices, terms, warranties, and benefits granted by the vendor to Members through this contract are comparable to or better than the equivalent terms offered by vendor to any present customer meeting the same qualifications or requirements.
- Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Administrative Fee

  - All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.

  - The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

- Audit rights
  - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of

three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Licenses and Duty to keep current licenses
  - Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service

requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the

other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage

  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Miscellaneous

  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Cancellation for Non-Performance or Contractor Deficiency

  - Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.

- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

  - Providing material that does not meet the specifications of the contract;
  - Providing work and/or material that was not awarded under the contract;
  - Failing to adequately perform the services set forth in the scope of work and specifications;
  - Failing to complete required work or furnish required materials within a reasonable amount of time;
  - Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;

- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

- Cancellation for Conflict of Interest

  - Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

- Registered Sex Offender Restriction

  - Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

- Contract's Employment Eligibility

  - By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the awarded vendor.

- Terrorism Country Divestments

  - Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

- Fingerprint Checks

  - If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

- Indemnification

  - Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the

respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions

- Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14ESC.

- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $2,500,000+ dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and

restocking policies and applicable fees, average Fill Rate, shipping charges and other)

- Competitive Level of Pricing for vendor's available products and services
- Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
- Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
- Other factors relevant to this section as submitted by the responder(s)

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer

- References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector

- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Waibel Energy Systems
Address	815 Falls Creek Drive
City/State/Zip	Vandalia, Ohio 45377
Telephone No.	937-264-4343
Fax No.	937-264-4347
Email address	Dave.Crosley@buildinglogix.net
Printed name	David Crosley
Position with company	General Manager
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2016 by and between National Cooperative Purchasing Alliance ("NCPA") and Waibel Energy Systems ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2016, referenced as Contract Number 02-45, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HVAC Equipment, Installation, Service, & Related Products (Supplement)

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's

obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at facilities.reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the

responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount	Registered Vendor Quotation #
					Total

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and

accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	Waibel Energy Systems
Name:	Matthew Mackel	Name:	Dave Crosley
Title:	Director, Business Development	Title:	General Manager
Address:	PO Box 701273 Houston, TX 77270	Address:	815 Falls Creek Drive Vandalia, Ohio 45377
Signature:		Signature:	
Date:	October 1, 2016	Date:	March 29, 2016

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is http://www.ncpa.us/Facilities/Register)

***Click on NCPA Logo In center of page and a form will pop up.**
*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date:	March 29, 2016
RFP Number:	05-16
Company Name:	Waibel Energy Systems
Printed Name:	David Crosley
Signature:	

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☒ Alabama	☒ Maryland	☒ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☒ Arizona	☒ Michigan	☒ Tennessee
☒ Arkansas	☒ Minnesota	☒ Texas
☒ California	☒ Mississippi	☐ Utah
☒ Colorado	☒ Missouri	☐ Vermont
☒ Connecticut	☐ Montana	☒ Virginia
☒ Delaware	☐ Nebraska	☐ Washington
☒ District of Columbia	☐ Nevada	☐ West Virginia
☒ Florida	☐ New Hampshire	☒ Wisconsin
☒ Georgia	☒ New Jersey	☒ Wyoming
☐ Hawaii	☒ New Mexico	
☐ Idaho	☒ New York	
☒ Illinois	☒ North Carolina	
☒ Indiana	☐ North Dakota	
☒ Iowa	☒ Ohio	
☒ Kansas	☐ Oklahoma	

☒ Kentucky ☒ Oregon

☒ Louisiana ☒ Pennsylvania

☒ Maine ☐ Rhode Island

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa ☐ Northern Marina Islands

☐ Federated States of Micronesia ☐ Puerto Rico

☐ Guam ☐ U.S. Virgin Islands

☐ Midway Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE

        ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB

        ☐
- Residency
  - Responding Company's principal place of business is in the city of Vandalia, State of Ohio.
- Felony Conviction Notice
  - Please Check Applicable Box;

    ☐ A publically held corporation; therefore, this reporting requirement is not applicable.

    ☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

- Distribution Channel
  - Which best describes your company's position in the distribution channel:

    ☐ Manufacturer Direct ☐ Certified education/government reseller
    ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
    ☒ Value-added reseller ☐ Other: _____

- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: Michelle Hamby
      Title: Accounts Payable Associate
      Company: Waibel Energy Systems
      Address: 815 Falls Creek Drive
      City: Vandalia State: Ohio Zip: 45377
      Phone: 937-264-4343
      Email: Michelle.Hamby@waibelenergysystems.com

    - Purchase Orders

      Contact Person: Bob Parker
      Title: CFO
      Company: Waibel Energy Systems
      Address: 815 Falls Creek Drive
      City: Vandalia State: Ohio Zip: 45377
      Phone: 937-264-4343
      Email: Bob.Parker@waibelenergysystems.com

    - Sales and Marketing

      Contact Person: Alex Waibel
      Title: Vice President
      Company: Waibel Energy Systems
      Address: 815 Falls Creek Drive
      City: Vandalia State: Ohio Zip: 45377
      Phone: 937-264-4343
      Email: Alex.Waibel@buildinglogix.net

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

      ☒ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer less any applicable sales tax and Performance and/or Payment bond cost.

    ☒ Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☒ Yes ☐ No

[redacted]

Tab 4 – Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

GENERAL:

1. Company's official registered name:

   Waibel Energy Systems

2. Brief history of your company, including the year it was established.

   Waibel Energy Systems began in the Dayton area in the mid 1950's. At that time we were known as Dayton Trane as we are the Dayton Commercial Sales and Service Office for The Trane Company. Trane is the world's largest manufacturer of Commercial and Residential Heating and Cooling equipment.

   Dave Waibel purchased the Dayton Trane Franchise in 1989 after acting as Sales Manager for the Trane Commercial Office in Philadelphia for 20 years. Dave has now been associated with Trane for 43 years. In the early days after the purchase, the Service business began to grow. There had been plenty of buildings built during the period from 1960 to 1989 and many facilities were requiring replacements and experiencing an increase in the maintenance of their aging equipment. As the demands of the market changed, so did we. In the beginning, we primarily sold new Trane Equipment and provided Warranty Service and Parts.

   At some point, our customers began to look to us to provide more than just the right equipment and mechanical service. They wanted a single source for their complex equipment and controls solutions. This enabled us to become a provider of complete mechanical installations as well as the digital control systems to operate them. In 2005 we changed our name to Waibel Energy Systems to more accurately reflect the new markets that we were finding ourselves in.

   Through the years we have had experience with many brands of control systems. Not being happy with all the products on the market, we identified a niche in the Web Based Controls business. In 2005 we launched our own Web Based Control product known as BuildingLogiX and now have over 30 partners throughout the country selling and using our products. This technology has allowed us to become a leading brand for Energy Monitoring and Control. We recently were awarded the contract for Energy Monitoring and Conservation in 250 buildings at Fort Knox. Locally, we have over 150

Control System installations including 25 School Systems, Honda of America, Miami Valley Hospital and others.

3. Company's Dun & Bradstreet (D&B) number. **06-170-7154**

4. Corporate office location.

   Waibel Energy Systems
   815 Falls Creek Drive
   Vandalia, Ohio 45377

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.

One office in Vandalia, Ohio:	**Direct Sales:**	**13**
	Sales Support:	**3**
	Service Technicians:	**30**
	Engineering:	**8**
	Administration:	**23**

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

One office in Vandalia, Ohio:	**Waibel Energy Systems** **815 Falls Creek Drive** **Vandalia, Ohio 45377**
President:	**L. David Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** Dave.Waibel@waibelenergysystems.com
Vice President:	**Alex Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Alex.Waibel@buildinglogix.net**
General Manager:	**David Crosley** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343**

Dave.Crosley@buildinglogix.net

CFO: **Robert Parker**
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Bob. Parker@waibelenergysystems.com

Marketing: **Ashley Prichard**
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Ashley.Prichard@buildinglogix.net

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
   a. Sales

Alex Waibel
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Alex.Waibel@buildinglogix.net

Alex Waibel: President
BuildingLogix

BuildingLogix is a national distributor of open control platforms and a developer of intelligent Service software. We work with contractors and end user client customers across the United States and North America to provide enterprise and BAS integration options for customers looking to break free of proprietary systems. Our platform is built on the Niagara framework, specifically the Vykon brand. BuildingLogix represents dozens of other products in Building Automation, Lighting Control, Access Control, Cameras, DVR, NVR, and Metering that all meet one standard, open architecture at the BAS and or Enterprise level.

BuildingLogix and our partner network have been involved in both integration and intelligent service projects with 1,000's of buildings across the continent. Our goal is to create options for owners in the up front design process and throughout the lifetime of a facility. We have had success with both public and private facility owners connecting multiple BAS systems or playing the role of master integrator for multiple building systems.

Alex Waibel is the President of BuildingLogix and has been associated with integration, design, and education of Niagara for the last 8 years. He has been with BuildingLogix's parent company Waibel Energy Systems since 2002. He is a 1996 graduate of The Ohio State University.

b. Sales Support

Alex Waibel: Vice President Email: alex.waibel@buildinglogix.net O: (937) 264-4343 C: (937) 603-8564. Our business uses a cloud based case management system that can allow end customers, distribution partners, and our main office to both collect, share, and distribution sales interest and questions throughout our network of contractors. End Users can track their cases that are listed under their company name. Our Regional partners can see all sales leads and opportunities in their respective territories and we have a master view of all of those opportunities.

Marketing

Ashley Prichard
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Ashley.Prichard@buildinglogix.net

c. Financial Reporting

Robert Parker
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Bob. Parker@waibelenergysystems.com

d. Executive Support

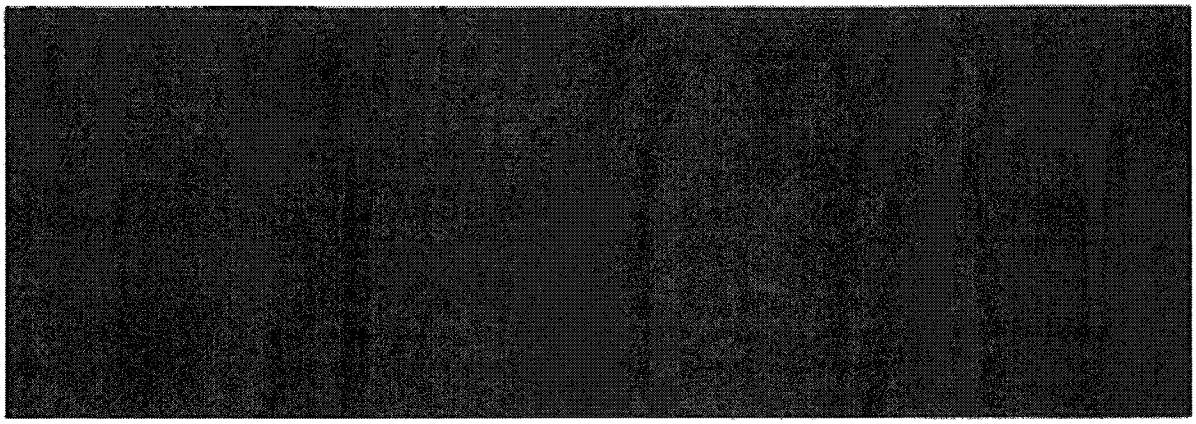
David Crosley
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Dave.Crosley@buildinglogix.net

8. Define your standard terms of payment.
Net 30 days

9. Who is your competition in the public marketplace?

Johnson Controls
Honeywell
Carrier

Comfort Services



12. What is your strategy to increase market share in the public space?

    Contracts like the current one
    Growing our Controls Service Business
    Training in Complex Systems
    Creating Intelligent Building Systems
    Investment In Technology

13. What differentiates your company from your competitors?

    Our use of technology in designing and creating intelligent buildings, with the capacity to do far more than similar – and far less robust – systems.

14. Briefly summarize your company's Quality control/Quality assurance program.

    Although each Project is unique, the Assurance of Quality is a systematic approach. Our primary work types are: Service Repair or Projects. The goal of our Quality Assurance is to: "Maximize Customer Satisfaction while constantly improving our Processes"

    We believe there are five components of customer satisfaction:

    1. **Technical – Has our team member applied his knowledge of our Technology / HVAC Systems to most efficiently and effectively solve the problem. Secondly, the Quality of our solutions is judged on functionality, reliability and appearance.**
    2. **Communication – Our team members are required to check in and out with each customer. They provide a written description of the services provided along with a verbal discussion**
    3. **Documentation – The written report includes the number of labor hours worked as well as any materials used.**

4. Follow up – The Account Manager is responsible for following up with the Customer prior to Billing in order to confirm the work provided and the forth coming Invoice.
5. Billing – The Bill is accurate and contains a written description of the work provided and the costs of Labor and Material

Internal Review Procedures

Each of our Associates has been trained on the expectations described above regarding our commitment to Quality. Frequently the following people will Audit a Site or Transaction to assure both the Customer and our Internal Standards have been met. The review includes the attributes of each category described above.

Alex Waibel – Vice President in Charge of Building Logix Operations
Jerry Gray – Quality Control

Sub-Contractors

We end up using several Partners in our business. We provide the technology and they provide the hands-on in many instances. We have developed a trust among a few that adhere to our work standards for Quality and Timely Delivery. In addition, they must meet all Insurance and Safety Standards that we hold for ourselves.

Quality Assurance Plan

1. Handling of Problems

   Naturally, we seek a philosophy of Zero Defects in our Standards of Quality. Upon occasion, a less than satisfactory job is executed. This becomes apparent through : Customer Feedback, Technician Feedback or a Quality Audit as conducted by the Service Manager or Quality Control.

   Upon notification of a problem, the persons involved are asked to describe their perspective as to why the event occurred. If the result is that of personal work practices, the Technician will be encouraged to improve. If ultimately a trend develops of poor workmanship, the Associate is released. Fortunately this has not happened very frequently at all. We go to great lengths to only employ what we believe to be the best.

   In the event that through the review process, a technical procedure or Office Process can be improved, it is reviewed and implemented by Management.

2. Quality Under Urgent Circumstances

   Our Standards for Quality are no different when circumstances are urgent or planned. We have learned that circumventing our processes in urgent situations only magnifies the opportunity for problems later.

Our Processes to execute a Job are simple and timely to utilize. Simply put, we cannot execute our work unless our processes are complied to.

3. **Managing Multiple Simultaneous Tasks**
   We make every effort to only take on work that we can effectively and efficiently execute. Our resource planning is a weekly event to assure that we can deliver on what was promised. In the event that we are required or requested to tackle more than our manpower can deliver, we may Sub Contract portions of a task. This is a very rare occurrence.

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

    Our company has not presently or in the past, been involved in any litigation, bankruptcy, or reorganization.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

Russia/Hardin-Houston Schools Receive Rebate Checks for Saving Energy

First Posted: 4:15 pm - March 3rd, 2016
By Alexandra Newman - anewman@sidneydailynews.com

DAYTON — On Tuesday, several area schools were presented with checks for saving energy.

Russia and Hardin-Houston Local Schools were among the 13 who received a total of $307,000 in energy efficiency rebates.

Through the On Board program, a partnership between Dayton Power & Light (DP&L), Waibel Energy Systems and the Southwestern Ohio Educational Purchasing Council, 32 school districts reduced their energy costs without any capital improvements or installation of new equipment.
The school districts participating in On Board are using simple energy-saving measures recommended by Waibel Energy Systems, such as programming boilers more effectively, reducing heating/cooling based on occupancy and using energy meters to improve load shedding during nights, weekends, holidays and snow days. DP&L contracted with Heapy Engineering to verify the results and calculate the energy efficiency rebates.
"We received $2,982.70 in energy rebate. This year due to the energy savings efforts through Waibel and DP&L we saw approximately $8,000 in electric and gas savings from the previous years. We have been working on energy savings for the past five years since the completion of our 2011 construction project. In the past five years we have reduced our utility cost by over $50,000 per year," Russia Superintendent Steven Rose said.
He said the two biggest savings for Russia came from making the HVAC equipment more efficient by controlling the temperatures of the heat based on the outside temperature and turning the system off when it is not in use.

The rebate money will go into the general fund to be used where needed.

"We will always be looking at ways to more efficiently run the building but unfortunately we are only able to participate in the DP&L rebate program for one year. Based on information on the age of the building and our utility cost per square footage we are running the building extremely efficiently," Rose said.

Hardin-Houston's rebate was $5,432. They have saved a total of $13,154.07 for propane and electric through the initiative. The total amount of rebate money the district has received to date is $26,946.50. Making a total of savings and rebates $40,100.57.

Hardin-Houston Superintendent Larry Claypool said the practices that helped them save energy included proper scheduling, building pressure control to

alleviate cold drafts and excess infiltration, boiler control, and chiller and ice making mode control.

"This program has had a positive impact on our local school district. According to Waibel Energy Systems General Manager Dave Crosley, this program generated over $1.36 million in savings across 32 local districts and Hardin-Houston is proud to have been a part of it. There were $307,000 in Rebate checks awarded Tuesday, and it is projected that there will be close to another $700,000 presented at the next meeting," Claypool said.

The rebate dollars received by Hardin-Houston will be used to offset future energy costs and related projects. They are also working to put together a plan to see what opportunities are available in order to maintain and to continue to find savings.

Waibel Energy Systems piloted the program with Vandalia Butler Schools in 2013, saving the district $147,395 per year in energy costs and earning it $78,000 in rebates from DP&L.

"The On Board program shows that making even the simplest changes can yield smarter ways to reduce energy costs and save money. We applaud these school districts and our partners for their pro-active approach to saving energy and protecting the environment," said Tom Raga, President and CEO of DP&L. "By working together, DP&L, Waibel, and the Southwestern Ohio Educational Purchasing Council are making a difference for the students and the community."

The 13 schools/districts who received DP&L energy efficiency rebates include: Bellefontaine City Schools, Brookville Local Schools, Centerville City Schools, Eaton Community Schools, Fort Recovery Local Schools, Graham Local Schools, Hardin-Houston Local Schools, Milton-Union Exempted Village Schools, Northmont City Schools, Russia Local Schools, Twin Valley Community Local Schools, West Carrolton City Schools and Xenia Community Schools.

Tecumseh school energy program saves more than $80,000

By Staff
Staff Writer
11:10 a.m. EST, Fri January 29, 2016

Tecumseh Local Schools reduced its energy use and cut costs by more than $80,000, according to a district report released this week.

"The Tecumseh Local Schools board and administration are committed to ensuring that the taxpayers' investment in education is managed wisely, so when we learned about the 'On Board' opportunity, we knew it was something we should look into," Tecumseh Treasurer Debra Schock said.

The district saved $83,215 in the past year, she said.

" ... We also have captured an 850 percent return on the investment in the program during the first year," Shock said.

On Board is a program offered by the Southwestern Ohio Educational Purchasing Council, Waibel Energy Systems and Dayton Power and Light. During the first phase of the program, a study identified districts that could benefit from an Energy Savings Agreement with Waibel. In the second phase, districts implemented energy conservation measures to reduce energy consumption without affecting comfort in the buildings.

"A significant source of energy use in Tecumseh Schools is air handling units," said Joe Zimmerman, controls and integration leader at Waibel.

The program enabled the air handling units to better match airflow demands and, as a result, slow their fan speed. Additionally, Waibel implemented programming for the air handling units that prevented simultaneous heating and cooling, which Zimmerman called "a significant inefficiency."

Electric and natural gas use was reduced from July 2014 to October 2015. That reduced the bill by more than $80,000 over the course of the year and made the district eligible for $15,000 in rebates from DP&L, an incentive the energy company offered to encourage districts to participate.

The district invested about $10,000 toward the agreement and saved more than four times the guaranteed amount of $20,000 in the initial agreement, the report said.

Arcanum Local Schools
Summary:

Waibel Energy Systems makes a huge impact in reducing energy consumption by deploying BuildingLogiX technology and leveraging professional services that identify energy savings opportunities that make sense. Arcanum Schools were spending $185,014 on utilities annually. WES implemented an Energy Services Agreement and reduced their annual utility cost by 38% in year one, saving Arcanum$69,852.
The BuildingLogiX suite of technology helped to identify opportunities around discharge air reset on air handlers, chilled water reset on chiller plant, and CO2 demand based ventilation resulting in a reduction of annual electric consumption by 33% from 1,547,256 kWh to1,042,176 kWh.
Additionally, WES reduced the hours HVAC equipment operated in dehumidification mode and minimized summer boiler operation reducing annual gas consumption by 56% from 7,424 mm Btu to 3,282 mm Btu. As a result, the building's energy cost per square foot has been reduced from $1.22 to $0.76. Furthermore, the work done by the WES team increased the building's energy star score from an average of 38 to 85.

West Carrolton City Schools

West Carrollton City School District and Walbel Energy Systems, a provider of HVAC and Energy Control Building Solutions, are working together to significantly reduce the utility and operating costs for the West Carrollton School district, which consists of seven facilities. The utility and operational savings from the energy conservation measures being implemented are projected to be $372,596 per year.

In addition to the substantial operational savings, the energy conservation measures being installed are simultaneously improving the comfort, efficiency, and reliability of the school district's buildings'. This project will result in "greener" schools in the West Carrollton District because they will consume less electricity and natural gas, thereby reducing carbon emissions and improving air quality here in the Miami Valley.

The school district was able to utilize two State of Ohio program to implement this project: Ohio House Bill 264 and The Ohio Energy Loan. The State of Ohio's House Bill 264 (which passed in 1985) program permits districts to make improvements using money from their energy savings. Likewise, House Bill 300 and House Bill 7 allow government agencies to make improvements to their facilities while.....

The second program that West Carrollton Schools utilized to reduce the cost of the project was the Ohio Department of Development's "Low-Loan Fund," which enabled the school district to borrow $1,000,000 at an interest rate of 0% for 5 years. The best news is that the facility upgrades project costs the local tax payers zero dollars to implement. The entire project will be paid for by the operational savings of the project. Based on a 10-year project payment plan, the school district will realize a $30,000 positive cash flow for the first 10 years. After the tenth year, the school district will realize the full extent of savings ($372,596 at today's utility rates) while also continuing to utilize the upgraded capital equipment that was installed to realize the savings.

The energy savings from this project will have an immediate positive impact on the school district, a positive environmental impact, and will positively affect the West Carrollton community for years to come.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?

    Waibel Energy Systems is highly regarded as a premier HVAC company in the southwestern Ohio marketplace, and in an area where our products exist. We are known for getting the job done right, utilizing energy-saving solutions, and providing savings even beyond what we promise.

18. Indicate your company's ability to provide temporary cooling when needed.

    In a situation where temporary cooling is needed, our technicians are able to deal with emergency solutions. The MovinCool line of products can be placed onsite in short time to provide temporary cooling until a more permanent solution is found.

19. What equipment/system support documents will your company provide?

    IOMs and Product Cut Sheets are among the support documents available.

20. Identify the process of receiving a purchase order to the ordering of equipment.

    Once a part/equipment is received in our warehouse, we pull the associated hard copy of the purchase order, go into Solomon and receive the item. It stock, it is put on the shelf, if for an order, a pick ticket prints and we put it into will call. The paperwork is given to the salesperson associated with the order for contacting the customer and invoicing

21. Describe your company's shipping schedule notification procedures.

    Orders boxed and prepared for shipment when received or the order placed. UPS comes at the end of every day for pick-up.

22. Describe how your company deals with shipping delays. How do you notify your customer of delays?

    When the order is received, the customer is asked when they need the item and offered next day freight if an emergency. Otherwise, we have a standard 5 - 10 day receiving policy for most parts.

23. Provide your shipping schedule reporting form. How many times do you update?

    We don't really have a shipping schedule. We try to get the items shipped out before the end of the day every day.

24. How many products do you stock? Where?

We have over 14,000 parts in stock in our showroom/warehouse.

25. What is your percentage of on-time delivery at each manufacturing plant?

    We know the availability of Trane parts at the time they are ordered. We can request shipment as per the customer needs.

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

    We have that capability for the BLX distribution side of the business through Zen Desk.

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

    Yes.

28. If your product is defective, what is the replacement process and turnaround?

    Warranty claims are processed as they come in. Usually a 24 to 48 hour turn-around time.

29. What is the capability of your company to respond to emergency/rush orders?

    As to equipment, in most cases, we are capable of overnight. As to service, our service line is monitored 24/7 and emergency service is always available.

30. State whether your company provides a quality guarantee on your products. If so, please describe.

    In our estimation, "the job is not done until it's done right." We stand behind our products and our services – and in many cases honor a guarantee beyond its stated limit.

31. Describe your procedures to monitor the quality of your products.

    Our service operations and sales teams are in regular contact with our customers. Our Client Services team remotely monitors our systems.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

    Trane does offer 1 year parts warranty on most items. One can also purchase a 3 year compressor warranty.

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
We do not treat state and local agencies any different than any other customer.

34. What is your standard warranty on Building Automation Controls?

Unless otherwise stated, 1 year parts and labor.

35. What is your standard warranty on replacement parts?

Trane parts: 1 year.

36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

That is all done through the "Falcon" website through Trane.

37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

Our Trane territory.

SERVICES:

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company of if they are a network of subcontractors.

Normal phone hours are 8:00 AM – 5:00 PM EST. We own one service center with 3 technicians, and have a network of subcontractors.

39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

Our customers can call our main office number at any time day or night 365 days per year. During after hours 5:30 PM to 7:30 AM clients will have a menu of choices from service, sales, parts, or equipment. Our service team, both mechanical and BAS, are on call 24 hours a day. Our on call technicians are notified by automatic phone message and email when a message is left. Our goal is to respond to the call within 60-90 minutes of less. If the client requires a visit during the after hours time that schedule is coordinated by the on call technician. Each day all after hours calls, emails, and communication are reviewed by our service operations team and follow up is done with both the technician and client to make sure their problem or question was resolved.

40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

Coordinating service activities is a complicated business that requires ten of thousands of managed man hours per year. We rely on our Microsoft Dynamics service scheduling software to plan, visualize and coordinate these man hours each day, week, month and year. In addition we use a web based case tracking system that provides visualization for the client or end user to internally and externally track where a case is in our organization. Our response time for service calls to be scheduled is 85% same day as the call in. We also work thru our Client Service team to make proactive connections to a building thru an existing building automation system. This allows us to identify efficiency or energy problems before they become costly to the facility owner.

41. Please describe the quality program(s) within your company which measures your service work.

Our Client Service Team and case tracking software asks for feedback from end users and clients thru any of our transactions. This provides us with timely feedback on our process, communication, and customer satisfaction. Voice of customer is important to us and asking for feedback through our Client Service Team, Service Operations, and Sales and Marketing team is critical to improving our processes and procedures to live up to our tag line, "The Way Buildings Work Better."

42. List your company's standard scope of work performed for preventative maintenance visits.

Waibel Energy Systems performs all services as suggested in the manufacturers' recommended specifications for preventive maintenance. Upon receipt of an asset list. You will receive a copy of our tasking detail, specific to each piece of equipment covered in your preventive maintenance agreement."

43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.

Our local business does roughly $10 million in regional service annually. Through our collective partner network in the 30+ states we are responding for that number grows to more than $270 million annually.

44. Describe your call center organization.

We have a main number for basic business, which is answered 7:30 – AM to 5:00 PM/ Calls are directed to the appropriate department, or service needed. Service and Parts needs have a number monitored 24/7, with technicians available for emergencies.

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

    No.

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

    During normal business hours, service call problems are answered live and the Service Operations team determines the appropriate course of action. This team includes the Service Manager, and ultimately the General Manager. Outside of normal call center hours, the call goes to a pager, and the call is returned promptly. On on-call team determines the course of action and responds.

47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

    A. **The Service Operations Team is responsible for the steps from start to finish:**
    B. **Receiving the call**
    C. **Determining the necessary response time to the service request**
    D. **Scheduling the day and time of service and the technician(s) responsible, as well as describing what is needed to be done.**
    E. **Technician(s) arrive on the scene, aware of the scope of the problem from the information we have.**
    F. **Technician performs service work and begins the invoicing process electronically on his tablet.**
    G. **Service Operations team assesses any further steps necessary.**

48. What technology such as GPS tracking does your company use to track completion of repairs?

    Mobile technician hardware and software is used to track completion of repairs, and all necessary tracking from start to finish.

49. What is the reputation of your company's service in the public marketplace?

Waibel Energy Systems is well-respected in the public marketplace. We are regular winners of industry standard awards, and well-known in the community.

50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

    The cost of the Preventative Maintenance contract is 12 payments of equal value.

51. Identify the process of receiving a purchase order to the providing of a service contract.

    a. **The account manager provides the basic information to the person who handles creation/renewal of Service Contracts**
    b. **The contract is delineated in the system according to account manager request, based on customer expectations and parameters.**
    c. **The specific information, including items and expected calendar, is given to Service Operations, who notes the scheduled work in the calendar.**
    d. **The work is performed on schedule, and invoiced according to terms.**

52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

    Our Client Service Team and KIX Start process is how we work with clients to improve and maintain existing Building Automation and Energy Management systems. We use the power of the Niagara Frame work to act as a data acquisition tool. Niagara can connect with and pull data out of most existing BAS and EMS systems. Our business has invested over $25 million over the last 12 years to develop the data normalization, data organization, and data visualization tools to help manage, measure, and improve building performance thru BAS and mechanical systems. Our solution can be housed at a customer site, on a cloud infrastructure, or combination of both. This allows for flexibility in terms of choice by the end user and client and also manage network security and data management from the client side as well.
    Our tools provide us with the capabilities of being much more proactive and identify problems that impact the efficiency and energy usage of a building as well as the comfort aspect. Attached are some examples of the device and system level reports we produce daily for our existing client base. Once potential problems are identified we work with our operational leadership to determine if a problem can be solved from a programming or scheduling change or if a technician is required for a physical repair at a client site. This helps both our operational team and the end user, problems can be identified and trouble shooting can occur without physically being in the building and problems can be resolved in fewer trips when required.

53. List the number of sites your company currently monitors Energy Management Systems (EMS).

Over 350.

54. List your company capabilities regarding system changes and repairs to EMS systems.

Trane, Niagra, Johnson Controls, Schneider, Reliable, Carrier, Honeywell, Siemens, Allerton, Distech.

55. List the reporting capabilities your company has for EMS system parameters.

Our BuildingLogix division has device template tracking and measurement verification.

56. Does your company maintain and repair/replace EMS in-house (self perform) including monitoring, alarm resolution, repairs and adjustments?

YES

57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

If possible, we always like to have remote access to our controls installations. If we do, we perform preliminary troubleshooting from our office in Vandalia, Ohio. When we receive the call, we assess the severity and type of issue that exists from the caller. We then access the controls from our office to look into the issue. We start at the end device and work our way back up from there. We also review trend information to see if this is a new problem or old problem, and if there are any patterns or other factors associated with the issue occurring. If the issue can be resolved from remote, we will. If someone has to go onsite, because we have done the upfront work, we know exactly who the correct technician is for the job and where they should go to work on the problem. The timing of when we dispatch a technician is based on the severity of the problem. In emergency situations a technician will be dispatched immediately. If any changes are made to the controls to resolve an issue, we always get new backups of the programs. If there is no remote access, then we have to assess the severity of the issue only from talking to the end user. The severity level will again determine how quickly a technician needs to be dispatched. Once on site a similar trouble shooting process is followed. To summarize our process: We quickly and efficiently resolve issues that occur prioritized by their severity. We also always ask ourselves the following three questions. What is the problem? How can we resolve it? And how can we prevent that issue from happening again?

58. Describe your company's startup and system checkout responsibilities

1) **Complete commissioning of controls installation and operation. This includes checking installation of individual devices all the way to whole system operation by more than one individual.**
2) **Customer Training.**
3) **Offsite monitoring during warranty period and opportunities for continuation of this service after.**
4) **Controls service team dedicated to service of warranty and beyond. They will make any necessary adjustments to the system throughout all seasons of operation.**

59. Describe your company's post-installation and warranty support

For 1 year after installation we provide what is called a client service agreement. This agreement includes the standard 1 year controls warranty on parts and labor, but it also includes much more than that. On a daily basis from 7:30 to 5, we have 5 people in the office dedicated to providing client service. Their tasks include taking phone calls from clients who have questions or want to report an issue, performing preliminary troubleshooting and controls fixes described in number 57 above, proactively reviewing the systems and performing system analysis described in number 60 below, reviewing all alarms that come out of the controls system, reporting to clients on their system performance, and tracking and following up on all issues reported and identified. In addition, all after hours critical alarms go directly to our controls technician who is on call. They can notify clients of issues after hours.

60. Describe your company's steps for system analysis.

With every controls installation we do, we also install software alongside of it that performs ongoing analysis of building devices and systems. This software logs data from the controls system at least every 15 minutes. Analytics is then run against this data on an ongoing basis. This software helps us analyze the system's operation at all times of day, without someone having to watch the system 24/7. We currently have analytics for VAV's, Air Handlers, Rooftops, Chillers, Boilers, Heat Pumps, Fan Coils, Blower Coils, Unit Ventilators, and Air Systems. The analytics give us insight into the comfort, efficiency, ventilation, performance, and energy use of the systems. It enables us to preventively and proactively identify issues so they can be resolved before they become bigger problems.

61. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

- **Active Directory**
- **Windows workstations (95% laptops)**
- **Firewall, IPS/IDS monitoring and blocking, Endpoint malware detection and anti-virus protection**
- **Accounting and Service/Project Operations Systems**
- **Web-based interface, mobile compatible**

Operations manages all project and service work orders centrally. Technicians access their work orders via mobile tablets/smart phones or laptops. Because of the central management, Operations personnel can work locally or remotely, and cover for each other in the case of absences. Technicians can be re-assigned based on skill sets to ensure customers receive service delivered and invoiced in a consistent manner. Parts and supplies and issued through our Parts Department that is also tied into the centrally managed system. Technicians capture their activities and confirm task completion against the stated scope of work on work orders. Refrigerant is tracked and reported. Quarterly or Semi-Annually internal account reviews are conducted to review activity and preview upcoming work for a customer. Management Reporting is accomplished in a variety of ways. Feedback is available via the application User Interface. Weekly and monthly reports are generated and made available to the management team members. In addition, the application's database is mined for publishing Key Performance Indicators around financial and performance targets.

62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

In order In keep billings timely, the Service Operations Department meets every Wednesday to discuss all open jobs to discuss the appropriate next step (additional work needed, job completed, etc.)
In addition to this meeting, each Service Coordinator has a report to track every open job that his/her team has and this is reviewed with the Service Manager to eliminate a lengthy billing cycle.

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

Our national partner network is made up of independent mechanical service companies who participate in annual sales and technical training and conferences lead by our team. Each of our partners has a minimum of 10 years of industry past performance experience. We find them thru organizations such as LINC and MSCA.

These business are all independently owned and are affiliated with us thru our BuildingLogix distribution network.

64. Is warranty coverage dependent on using your start-up procedure?

When it comes to Controls – yes.

65. Who performs your start-up procedure?

Certified trained personnel, either from Waibel Energy Systems or a certified sub-contractor.

[redacted]

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

We are widely qualified. Functions we can provide depend on what is required.

68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

Units would be identified for planned replacement based on manufacturer's specifications and the history of the units. We would take into account the manufacturer's specifications as to the lifespan of the unit, if available. Pricing would depend on anticipated cost at the time of planned replacement.

69. Describe what project scheduling tools your company use to track projects during construction.

We use Great Plains software in the tracking of our projects.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

Our mechanical, electrical, and energy engineers work as a team to make the determination.

71. Describe how your company handles site development and project permitting process.

We have the appropriate people internally to handle all aspects of our projects and work. When needed, we can utilize work completion from a pre-approved list of sub-

contractors. We are responsible for acquiring the appropriate engineering and documents needed for permits and inspections.

72. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

- **Wes can provide the complete turnkey design build solutions.**
- **We have been involved with many complete systems including but not limited to;**
  - **Building Design and Construction for mechanical systems and additions.**
  - **Mechanical and electrical design, rigging, and installations.**
  - **Controls design, programing, and installations.**

73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

- **Wes can provide the complete turnkey design build solutions.**
- **We have been involved with many complete systems including but not limited to;**
  - **Building Design and Construction for mechanical systems and additions.**
  - **Mechanical and electrical design, rigging, and installations.**
  - **Controls design, programing, and installations.**

74. Describe your company's construction management plan.

We have a project manager who coordinates the work, taking care of scheduling, material coordination. He also takes care of Safety on the job site.

75. What is your standard warranty on installation?

One year labor and parts from the date of substantial completion.

76. What is your standard warranty on energy retrofit contracting?

One year labor and parts from the date of substantial completion.

77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

We use standard one year labor and parts from the date of substantial completion.

78. State whether your company provides a quality guarantee on your service. If so, please describe.

This is handled under the warranty. If it is an energy project, we guarantee savings. If we fail to provide savings, we provide credit.

79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

We would not honor pricing on services for any state not checked above.

SAFETY:

80. Describe your company's safety program during service/repair work.

Prior to commencement of service/repair work, all personnel involved are schooled in what is being done, and what safety requirements are involved, according to industry standards and our own extensive Safety Manual. In the course of the project, safety considerations are reviewed and evaluated.

81. Describe your company's safety program during construction.

Typically, we are not involved in construction. Any involvement is according to the service/repair stipulations cited above.

82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

In the course of service/repair, there were no lost hours in 2015.

83. What reporting mechanism does your company provide to the customer upon completion of any project?

As to safety, the service/repair technicians report directly to the appropriate customer representative any instances reportable during the job.

MARKETING/ SALES

84. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

We will be doing all the following:

a. **A co-branded press release within first 30 days**
b. **Announcement of award through any applicable social media sites**
c. **Direct mail campaigns**
d. **Co-branded collateral pieces**
e. **Advertisement of contract in regional or national publications**
f. **Participation in trade shows**
g. **Dedicated NCPA and Region 14 ESC internet web-based homepage with:**
    i. **NCPA and Region 14 ESC Logo**
    ii. **Link to NCPA and Region 14 ESC website**
    iii. **Summary of contract and services offered**
    iv. **Due Diligence Documents including; copy of solicitation, copy of contract and any**

v. amendments, marketing materials

H. Announcement to our distribution network thru partner only site
Listing of NCPA members by state
Information on how potential members can sign up to join NCPA

I. Webinar series thru our online training website covering
What is NCPA
What is Involved and offered thru contract
How do I find members of NCPA
Why would someone become a member of NCPA
Who current members are and how do we identify them

J. Invitation for NCPA to our Fall Partner meeting to help us jointly promote and educate the sales and operational leadership of our distribution partners on face to face basis

85. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Experience with TCPN.
Amerinet and similar projects.

86. Explain how your company plans to market this agreement to existing government customers.

Our direct sales team will mostly handle this phase of the project.

87. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

a. Upon receipt of a contract award, the Waibel Energy Systems' Program Coordinator will initiate the following implementation plan.
i. The Program Coordinator will:
1. Send email notification to applicable department Team Leaders of contract award within 5 business days. Included departments:
a. IT
b. Sales (Direct & Indirect)
c. Marketing
d. Parts
e. Service Operations
f. Contracting
g. Accounting
2. Schedule meetings with department Team Leaders to be held within 10 business days to review:

a. Program goals and objectives
b. Pricing structure
c. Order tracking policies and procedures
d. Reporting requirements and assignments
e. Review terms and conditions
3. Coordinate with Waibel Energy Systems IT team Leader to initiate purchase tracking and monthly reporting within 10 business days
4. Insure that Team Leaders rollout to Associates within 15 business days to review and implement the following
a. Program goals and objectives
b. Pricing structure
c. Order tracking policies and procedures
d. Reporting requirements and assignments
e. Review terms and conditions
5. Review monthly reports and submit to ESC as required
ii. IT department will:
1. Purchases made via the contract shall be uniquely coded in business system. IT personnel will assign this code.
2. Create ESC Sales Report including month-to-date and year-to-date sales buy customer and aggregate.
a. Report fields to include Entity Name (Customer), Zip Code, State, PO or Job #, Sale Amount, Registered Vendor Quotation #
3. Work with Program Coordinator to train WES personnel on coding orders and running report.
iii. Sales Associates will:
1. Thoroughly understand the program and benefits.
2. Promote the program to customers and clients
3. Insure all sales write ups are properly identified as a part of the program

iv. Marketing will:
1. Thoroughly understand the program and benefits.
2. Create promotional materials in accordance with program guidelines
3. Work to promote program at appropriate trade shows, symposiums and other marketing events that WES participates in
v. Parts will:
1. Thoroughly understand the program and benefits.
2. Promote the program to customers and clients
3. Insure all sales write ups are properly identified as a part of the program
vi. Service Operations will:
1. Thoroughly understand the program and benefits.
2. Insure service orders are properly coded
3. Run ESC Sales Report monthly and annually and forward to Program Coordinator
vii. Contracting will:
1. Thoroughly understand the program and benefits.

2. Promote the program to customers and clients
3. Insure all sales write ups are properly identified as a part of the program

viii. Accounting will:

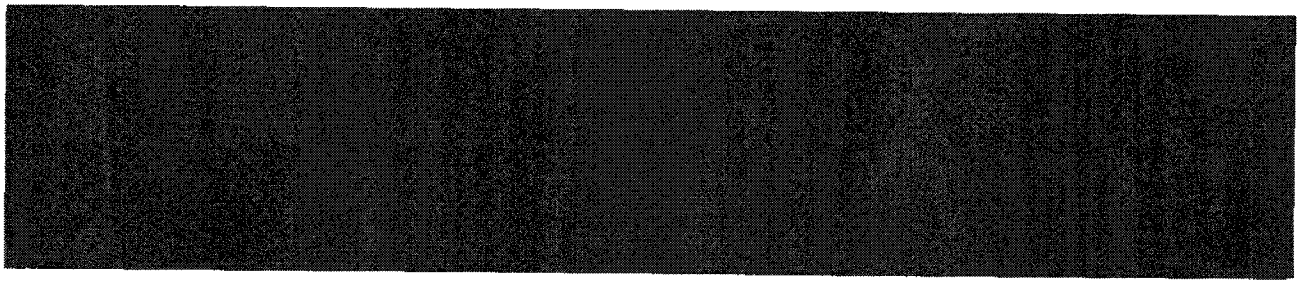
1. Thoroughly understand the program and benefits.
2. Work with the Program Coordinator reports are fair and accurate
3. Work with the Program Coordinator to insure timely payments are made under the requirements of the program

88. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

a. A training meeting will be held for all sales associates as described in 87.a.iii above. During this meeting the agreement will be discussed in detail including how to use it for competitive advantage in appropriate sales situations.
b. Once available, marketing materials will be distributed to sales associates and reviewed.
c. Region 14 ESC agreement will be reviewed routinely in our bi-monthly sales meetings throughout the year.

89. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes we will.



ADMINISTRATION

91. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Amerinet - **Mike Gearhart**
Energy and Construction
Michael.Gerhardt@amerinet-gpo.com
(513)Â 502-2756

TCPN - **John Simko**
jsymko@comcast.net
(832) 914-4499

92. Describe the capacity of your company to report monthly sales through this agreement.

Through standard accounting software – Great Plaines – we can easily and quickly provide monthly sales reports.

93. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

The dedicated Project Administrator, through the use of Great Plains software, will be able easily to keep track and provide information.

94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Suggest quarterly reviews with NCPA to review work that has been quoted, by whom, in what areas of the country and what our success rate is to have open dialogue and discussion about how to market and improve the products and services we are offering to your membership. Also having a representative from NCPA attend our National Sales Meeting to help facilitate breakout sessions on how our distribution and service partners can leverage the awarded contract in their respective markets.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

95. Please provide your company's environmental policy and/or green initiative.

Our Green Initiatives Mission Statement: Be environmentally responsible by reducing and recycling waste, being conscious of our energy consumption, executing green policies and educating our associates on sustainability.
We have fulfilled this mission in the following ways:

- Achieving DRG3 green business certification which validates our commitment to reducing our impact on the environment. In order to achieve the certification a business has to comply with 6 categories – general business standards, solid waste reduction, environmentally preferable purchasing, energy conservation, water conservation, and pollution prevention. A sample but not complete list of our compliance can be found in the following bullets:
  - General Standards
    - Compliant with Public Health Services, Storm/Sewer Water Quality, Air Quality, and Fire Dep. Regulations
  - Solid Waste Reduction and Recycling
    - Reduce paper waste by reusing printed paper for drafts and memos, use computer fax modems, and making recycling/composts containers available
  - General Purchasing
    - Purchase bulk items, reusable office items, and SFI certified copy paper
  - Energy Conservation
    - Use an energy management system to control HVAC, integrated occupancy sensors and LED lighting, energy star certified appliances, and window glazing
  - Water Conservation
    - Trend and manage water consumption to identify leaks or excess use, installed low flow control valves, high efficiency urinals and toilets, and eliminated irrigation by planting native/drought resistant vegetation only
  - Pollution Prevention
    - Minimize hazardous material purchases, use multipurpose cleaners, use electric power tools, and leverage telecommuting to minimize travel, also minimize trips through planned deliveries/services.
- As a part of our DRG3 certification we regularly communicate to our associates our solid waste management policy, green cleaning policy, water and energy conservation policy, and environmentally conscious purchasing policy.
- We continue to support our clients and the community in their endeavors to achieve sustainability through our service in energy efficiency, conservation, and renewable resources.
- We have also achieved and maintained an Energy Star score greater than 75 since our DRG3 certification, which indicates our building performs better than at least 75% of similar buildings nationwide.

- **And most recently, we are participating and leading the Bring Your Green Challenge which is a friendly year-long competition in greater Dayton built around sustainability practices and increasing bottom line. The competition measures your company's performance in 4 main areas – energy savings, water conservation, waste reduction, and employee engagement.**

Vendor Certifications (if applicable)

96. Provide a copy of all ***current licenses, registrations and certifications*** issued by federal, state and local agencies, and any ***other licenses, registrations or certifications*** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to ***licenses, registrations or certifications***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

Department of Commerce

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board (O.C.I.L.B.)

John R. Kasich Governor
Jacqueline T. Williams, Director

MCCORMICK, ROBERT S
50 Woodstream Dr
Springboro, OH 45066-9439

John R. Kasich
Governor

Jacqueline T. Williams
Director

CONTRACTOR'S LICENSE

Ohio License # [illegible] Expiration Date: 10/01/2016

ROBERT S MCCORMICK
WAIBEL ENERGY SYSTEMS INC
EMPLOYEE

Carol A. Rees
Board Secretary

Frank S. Alexander
Administrative Chairperson

Plan Approvals obtained with YOUR license and posting of YOUR license indicates that YOU and YOUR liability insurance are assuming all responsibility for work performed.

YOUR license cannot be sold, loaned or transferred.

John R. Kasich
Governor

Jacqueline T. Williams
Director

THIS NOT A LICENSE - THIS IS A LICENSE POSITION

OHIO CONSTRUCTION INDUSTRY LICENSING BOARD

ROBERT S MCCORMICK
CONTRACTOR'S LICENSE
Electrical
WAIBEL ENERGY SYSTEMS INC
EMPLOYEE

Ohio License # 30893

Expiration Date: October 01, 2016

STATE OF OHIO

Carol A. Rees
Board Secretary

Frank S. Alexander
Administrative Chairperson

[illegible] Rev 08/11/15

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Operations & Maintenance - Boilers
8895 Tussing Road PO Box 4009
Reynoldsburg, OH 43068-9009 U.S.A.
PHONE:614-644-2223 FAX:614-644-2428
www.com.ohio.gov

John R. Kasich
Governor

Jacqueline T. Williams
Director

WAIBEL ENERGY SYSTEMS
818 FALLS CREEK DR
VANDALIA OH 45377

BCR

Date: Sep 16, 2016

Please find attached your Certificate of Registration of Contractors who install, make major repairs or modifications of Boilers in the State of Ohio. Should you have any questions pertaining to this document or its use, please contact the Bureau of Operations and Maintenance at (614) 644-2236.

John R. Kasich
Governor

Jacqueline T. Williams
Director

DEPARTMENT OF COMMERCE
DIVISION OF INDUSTRIAL COMPLIANCE
BOILER CONTRACTOR CERTIFICATE OF REGISTRATION

Contractor Number: C4362 Certificate Expiration Date: 09/30/2018

This is to certify WAIBEL ENERGY SYSTEMS has complied with all the provisions of the laws of the State of Ohio, regarding the registration of Contractors, who install, make major repairs or modifications to any Boiler in the State of Ohio.

David M. Williamson
Superintendent

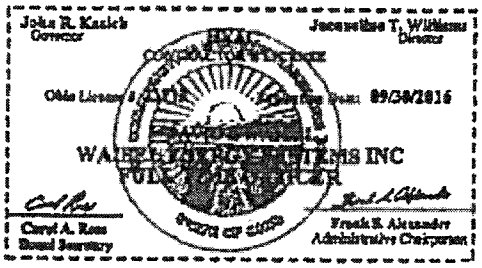
John Sharier
Chief Boiler Inspector

Department of Commerce

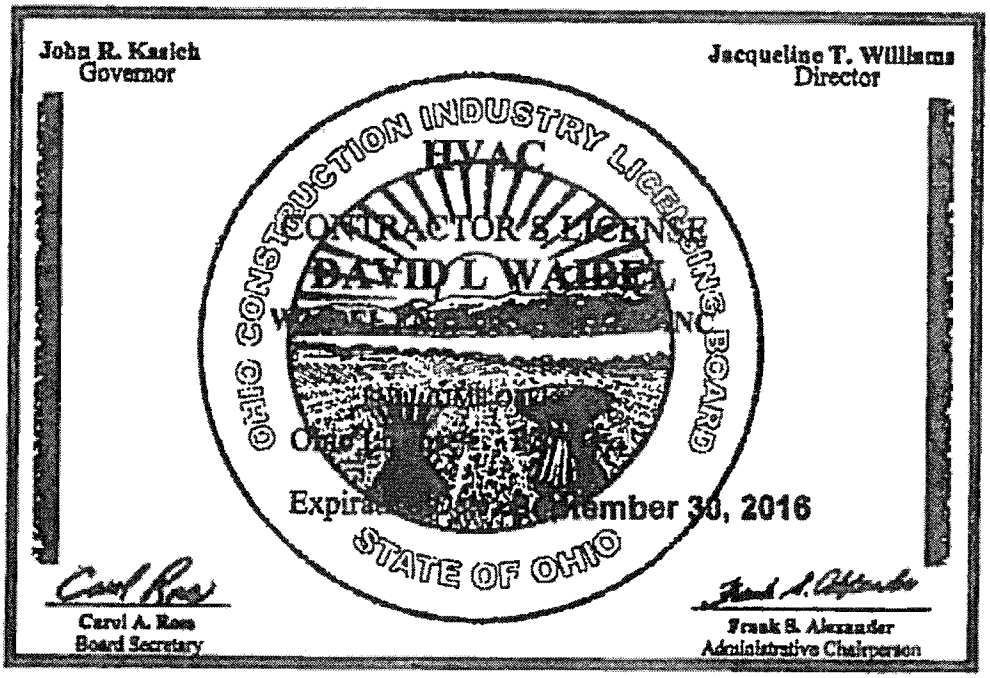
Division of Industrial Compliance
Ohio Construction Industry
Licensing Board (O.C.I.L.B.)

John R. Kasich, Governor
Jacqueline T. Williams, Director

WAIBEL, DAVID L
815 Falls Creek Dr
Vandalia, OH 45377-9695



This is YOUR license. Plan Approvals obtained with YOUR license and posting of YOUR license indicates that YOU and YOUR liability insurance are assuming all responsibility for any projects performed under this license.



The Lima / Allen County Building Department

50 Town Square, Lima, Ohio

Number: 01444E

Be it known that: WAIBEL ENERGY SYSTEMS, INC.

815 FALLS CREEK DR.

VANDALIA, OHIO 45377

Having qualified as required by law is duly registered and hereby authorized by the Lima / Allen County Building Department as:

REGISTERED ELECTRICAL CONTRACTOR

under the condition of continued compliance in all respects with the regulations and procedures which have been or may hereafter be adopted by the Lima / Allen County Building Department, Lima, Ohio.

Registration Issued this date: DECEMBER 18, 2015

Registration Expires this date: DECEMBER 31, 2016

William L. Brown

Chief Building Official / Building Commissioner

This Registration is not transferable and is subject to revocation

Lima / Allen County Building Department

Contractor Registration

WAIBEL ENERGY SYSTEMS, INC.

No: 01444E Expires: 12/31/2016

William L. Brown

Chief Building Official / Building Commissioner

Registration No: C-0056

Issue Date: 12/21/2015

2016

Contractor Registration

BUSINESS NAME: Waibel Energy Systems Inc.
STREET ADDRESS: 815 Falls Creek Drive
CITY, STATE ZIP: Vandalia, OH 45377

PIQUA

PIQUA HEALTH DEPARTMENT
201 WEST WATER STREET
PIQUA, OH 45356

Gary A Huff, Health Commissioner

EXPIRES: 12/31/2016

Ohio | **Bureau of Workers' Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted

Policy number and employer

668101

WAIBEL ENERGY SYSTEMS IN
815 FALLS CREEK DR
VANDALIA, OH 45377-9695

Period specified below
07/01/2015 through
06/30/2016

www.bwc.ohio.gov
Issued by:

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | **Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation

Dave Crosley
General Manager
Waibel Energy Systems

Back Ground and Experience
I have been in the HVAC industry for over 30 years My technical experience is with large industrial chiller plants, building automation and energy management. Management experience of over 20 years in both sales and operations

We strive to be a company that makes a difference!
Making a difference for our customers and associates is our goal.

For our clients, it's making a difference in the way their buildings and facilities feel, look and operate more efficiently. Saving clients operational and energy dollars is the result we deliver.

For our associates it's being the best place to work. Waibel Energy has been voted one the Dayton areas best places to work four times, while being in the top 100 companies.

Specialties: Technical Product Development
Sales/Marketing
Refrigeration
Energy Management
Building Automation
Project Management
Team Building

Current Position: General Manager – Waibel Energy Systems
January 1994 - Present
Waibel Energy Systems is a technology driven company, developing and providing building solutions to it's customers and partner network. We are leading the industry in Intelligent Building and open protocol systems.

Waibel Trane is the commercial Trane sales office for the Dayton Ohio Trane territory. We are a proud provider of Trane Equipment and Services.

Position Held: Tobias Heating & Cooling Lead Service Engineer
May 1981- 1994
Supervisory position Responsible for Building Automation and Energy Management Systems

Education:
Dayton Christian High School
Sinclair Community College
ABC Apprenticeship
Certified Welder
Trane BAS/Equip Factory Training
Honeywell Building Automation
Refrigeration Certification
Continuous Professional Training

Certificates and credentials available on request

Click to edit company nameTobias Heating & Cooling
Click to edit position time period, followed by position location nameApril 1981 – July 1993 (12 years 4 months)

Dave Crosley
General Manager
WAIBEL
www.waibelenergysystems.com

815 Falls Creek Dr.
Vandalia, Ohio 45377
Office (937) 264-4343
Cell (937) 603-5962
email: djcrosley@BuildingLogiX.net

Alex Waibel: President
BuildingLogix

BuildingLogix is a national distributor of open control platforms and a developer of Intelligent Service software. We work with contractors and end user client customers across the United States and North America to provide enterprise and BAS integration options for customers looking to break free of proprietary systems. Our platform is built on the Niagara framework, specifically the Vykon brand. BuildingLogix represents dozens of other products in Building Automation, Lighting Control, Access Control, Cameras, DVR, NVR, and Metering that all meet one standard, open architecture at the BAS and or Enterprise level.

BuildingLogix and our partner network have been involved in both integration and intelligent service projects with 1,000's of buildings across the continent. Our goal is to create options for owners in the up front design process and throughout the lifetime of a facility. We have had success with both public and private facility owners connecting multiple BAS systems or playing the role of master integrator for multiple building systems.

Alex Waibel is the President of BuildingLogix and has been associated with integration, design, and education of Niagara for the last 8 years. He has been with BuildingLogix's parent company Waibel Energy Systems since 2002. He is a 1996 graduate of The Ohio State University.

Ashley Prichard

2475 Featherston Dr. ■ Miamisburg, OH 45342 ■ 937.414.2621 ■ Ashley.prichard@waibelenergysystems.com

Experience

Marketing Coordinator — **June, 2007-Present**
Waibel Energy Systems — *Vandalia, Ohio*
Provide exceptional customer service to internal and external customers by planning, organizing and maintaining the Corporate Marketing effort.

- Build a broader, more powerful brand by developing and implementing a marketing plan.
- Coordinate all customer investments and company sponsored events.
- Maintain tradeshow event calendar and coordinate shows.
- Develop and create all promotional materials.
- Determine ROI on all advertising and create campaigns.
- Maintain and develop company websites.
- Manage all company branded giveaways etc.
- Plan and execute internal and external training classes.
- Manage all corporate social media accounts.
- Budget/Plan/Execute all company events/conferences.

ABS Admin. Assistant — **June, 2005-June, 2007**
Waibel Energy Systems/Dayton Trane — *Vandalia, Ohio*

- Create job books with cut and spec sheets.
- Design and maintain intranet website.
- Manage uniforms.
- Organize department meeting on and off site.

Summer Intern — **June, 2004-June, 2005**
Waibel Energy Systems/Dayton Trane — *Vandalia, Ohio*

- Categorize and organize all existing and new blue prints.
- Create a digital record of all blue print pages.

Dining Room Busser — **2002-2003**
Sugar Valley Country Club — *Bellbrook, Ohio*

- Prepped dining room for dinner, clear and cleaned dining room.

Teacher Aide — **2000-2002**
Hope United Methodist Church — *Centerville, Ohio*

- Worked in preschool classroom, prepared lessons/games/activites.

Training

- Dale Carnegie Course
- Employee Selection, Training and Engagement – The Disney Institute
- Navigating Difficult Conversations – University of Dayton Center for Leadership
- Communication that Works– University of Dayton Center for Leadership
- The Science and Art of Receiving Feedback Well– University of Dayton Center for Leadership
- Creative Leadership for Managers, Supervisors and Team Leaders – Fred Pryor Seminars
- Speed Reading with Evelyn Wood Reading Dynamics – Fred Pryor Seminars
- Training the Trainer - Fred Pryor Seminars
- Facebook Marketing - Fred Pryor Seminars
- Sales & Marketing Conference - Fred Pryor Seminars
- The Adobe Photoshop Conference - Fred Pryor Seminars

Education

Bellbrook High School — 2005
Wright State University Bachelor of Science in Organization Leadership — 2009

Robert D. Parker, CMA

131 Reed Street
New Bremen, OH 45869
Residence: (419) 629-4313
Business: (937) 264-4320
E-Mail: bob.parker@waibelenergysystems.com

Professional Objective

Financial executive with twenty plus years of experience in the manufacturing and service industries. Seeking a challenging position commensurate with my experience in an innovative, team-oriented world-class organization committed to quality and growth.

Summary of Qualifications

- 20+ years of progressive Management/Administrative experience with increasing responsibility.
- Develop, Implement and monitor multi-year strategic planning.
- Significant expertise in Finance, Manufacturing and Corporate Accounting.
- Effective people manager with excellent oral and written communication skills.
- Authored and implemented operational and financial policies of internal control and procedures.
- Extremely diligent, well organized, efficient, innovative, team player.
- Extensive experience with computers, utilizing: Microsoft Office, Microsoft Dynamics, SAP.

Professional Experience

WAIBEL ENERGY SYSTEMS, INC., Vandalia, Ohio — 2006 - Present
CFO

Waibel Energy Systems is a franchise of the Trane Company, a manufacturer of heating and air conditioning equipment for both residential and commercial customers. With revenue of 20+ million per year consisting of new equipment sales, retro-fit and new construction installation of controls, service to all types of HVAC equipment and distribution of Trane OEM parts. The company's territory consists of 13 counties in Central and Southwest Ohio. Responsibilities include strategic planning, cash management ($2M Line of Credit), banking relationships, management information systems, risk management, human resources and all accounting functions including general ledger, cost accounting, A/P, A/R and payroll.

Significant Accomplishments:

- Established banking relationships with First Financial Bank, securing refinancing for the company with a revolving line of credit of $2.7M.
- Direct preparation of budgets of $7.6M per year and multi-year business projections.
- Implemented five year strategic plan, restructuring the organization to reflect business unit focus allowing us to track what sectors of the business were not profitable.
- Re-Implemented the ERP computer system providing the company with better tracking of service call profitability, and inventory tracking, insuring accurate financial reporting. This was necessitated by changing to a business unit focus.
- Realigned tasks and functions in the accounting and human resource groups, yielding annual savings of $100,000.
- Established inventory controls, reducing inventory shrinkage of $70,000 annually.
- Streamlined profitability analysis shortening the monthly cycle by one week.
- Revised and updated associate handbook to reflect the changes that were necessitated by the growth of the company and statutory changes.
- Implemented a new process to standardize associate reviews and ensure all employees are reviewed annually.
- Manage the Human Resource function and all Accounting personnel for a 100+ associate company.

AIDA-DAYTON TECHNOLOGIES CORP., Huber Heights, Ohio 2000 – 2006
Controller

Manufacturer of mechanical stamping presses serving primarily the automotive and beverage industry with revenue in excess of $70 million per year. Responsibilities included budget preparation, review federal, state and local tax returns, planned and coordinated activities within the finance department to support internal and external audits, balance sheet reviews, operating reviews and other special projects.

Significant Accomplishments:

- Implemented a new MRP system with SAP to support growth agenda
- Developed income, cash flow forecasting, and capacity evaluation tools to facilitate guidance and monitoring of growth from $50M to $70M in annual sales.
- Lease financing of multi-million dollar equipment.
- Supervise and develop accounting staff of two professionals and one clerk to enhance efficiency.

Johnson Controls, Inc., Georgetown, Kentucky 2000
Plant Controller

Transferred from Setex to Johnson Controls in Georgetown, Kentucky to assume responsibility in a larger plant. The Georgetown plant produced seats for the Toyota Camry and Toyota Sienna. Responsible for the full P&L, Balance Sheet and financial functions in a $280 million 360-associate facility.

Setex, Inc., St. Mary's, Ohio 1995 – 2000
(A joint venture between Johnson Controls and Tachi-S Engineering)
Treasurer / Controller

Manufacturer of seats for Honda Accord and Honda Civic produced in Marysville, Ohio. Responsible for all financial functions in a $200+M manufacturing facility and annually presenting the results to Board of Directors in Japan and U.S..

Valeo Engine Cooling, Inc., Greensburg, Indiana 1993 – 1995
Cost Accounting Supervisor

Manufacturer of condensers and radiators for Chrysler cars and trucks for assembly plants in Tri-State area. Responsible for costing processes for several different product lines in multi-line plant. Went back to work for old supervisor at Medalist Apparel who had moved on to Valeo Engine Cooling as Controller.

Setex, Inc., St. Mary's, Ohio 1992 – 1993
Financial Accountant

Medalist Apparel, Piqua, Ohio 1990 – 1992
Cost Accountant

Manufacturer of long underwear and turtlenecks for retailers such as Lands End and L.L. Bean. Responsible for costing all manufacturing processes on a standard cost system and converting to an activity based system in 1992. Plant went out of business in 1993 due to foreign competition.

Education

Sinclair Community College, Dayton, Ohio – Paramedic Certification (2005)
Indiana Wesleyan University, Marion, Indiana – M.B.A. (1996)
University of Dayton, Dayton, Ohio – B.S., Accounting (1990)

Activities & Interests

- Volunteer with New Bremen Emergency Squad
- Councilman on New Bremen Village Council

Tab 5 – Products and Services

Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories on the following classifications of product:

- **HVAC Refrigeration**
  - Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption) All
  - Cooling medium (e.g., air, water) All
  - Brand Name(s) Trane, Motivair, Napps, Thermax, Multiaqua
  - Capacity Range (tons) 3-4,000
  - Standard Warranty (Parts & Labor) 1 year
  - Optional Warranty (components covered & Labor) Up to 10 year available on most models
  - Estimated Lead/Delivery Time As little as 2 weeks up to 14 weeks
  - Location of Manufacturing (City, State or Country) All over the world
  - Range of Efficiencies (KW/Ton) Wide range
  - Estimated Market Share (North America) 50%
  - Provide example data on each type of product provided www.trane.com/engineer
  - Detail Features & Benefits www.trane.com/engineer
  -

- **Indoor Air Quality Products and Devices**

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.) All including PCO
- Brand Name(s) Genesis Air, AAF, Dynamic
- Capacity Range All
- Standard Warranty (Parts & Labor) 1 year
- Optional Warranty (components covered & Labor) Upon request
- Estimated Lead/Delivery Time As little as a couple of days up to 6 weeks
- Location of Manufacturing (City, State or Country) All over the world
- Range of Efficiencies Wide range
- Estimated Market Share (North America) 25%
- Provide example data on each type of product provided Internet search brands listed
- Detail Features & Benefits Internet search brands listed

- **Unitary**

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits) All
- Brand Name(s) Trane, Annexair

- Capacity Range 0.75 tons up to 150+ tons
- Heating Medium (Electric, Gas, Steam, Hot Water) All
- Cooling Medium (DX, Chilled Water) All
- Standard Warranty (Parts & Labor) 1 year
- Optional Warranty (components covered & Labor) Up to 5 years
- Estimated Lead/Delivery Time As little as 2 weeks up to 14 weeks
- Location of Manufacturing (City, State or Country) All over the world
- Range of Efficiencies (EER, SEER, COP) Wide range
- Estimated Market Share (North America) 40%
- Provide example data on each type of product provided www.trane.com/engineer
- Detail Features & Benefits www.trane.com/engineer

- **Air handling**

  - Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections) All
  - Brand Name(s) Trane, Annexair
  - Fan Types (e.g. Backward incline, Forward curve, airfoil) All
  - Capacity Range (CFM) 400 – 60,000
  - Heating Medium (Electric, Gas, Steam, Hot Water) All
  - Cooling Medium (DX, Chilled Water) All
  - Standard Warranty (Parts & Labor) 1 year
  - Optional Warranty (components covered & Labor) Up to 5 years
  - Estimated Lead/Delivery Time As little as 6 weeks up to 14 weeks
  - Location of Manufacturing (City, State or Country) All over the world
  - Estimated Market Share (North America) 40%
  - Provide example data on each type of product provided www.trane.com/engineer
  - Detail Features & Benefits www.trane.com/engineer

- **Air Terminal Devices and Heating Products**

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors) All
- Brand Name(s) Trane, Tempspec
- Capacity Range (CFM) 50-2500
- Heating Medium (Electric, Gas, Steam, Hot Water) All
- Cooling Medium (DX, Chilled Water) All
- Standard Warranty (Parts & Labor) 1 year
- Optional Warranty (components covered & Labor) Up to 5 years
- Estimated Lead/Delivery Time As little as 4 weeks up to 8 weeks
- Location of Manufacturing (City, State or Country) All over the world
- Estimated Market Share (North America) 25%
- Provide example data on each type of product provided www.trane.com/engineer

- Detail Features & Benefits www.trane.com/engineer

- **DDC Controls**
  - Type (core components, end devices, lighting, panels)Brand Name(s)
    - Front End
      - Tridium
    - Equipment Controllers
      - Wes has the ability to integrate into most manufactures open controls. (Honeywell, Trane, Siemens, JCI, Andover, Etc)
      - Installation of controllers is a base of Honeywell and Trane controllers. We also can use multiple vendors depending on what the need is for the specific job.
      - Ability to purchase,integrate, and install all major control brands.

  - System Protocol (BACnet, LonWorks, Proprietary or Combo)
    - BACnet is the current standard. The devices we utilize are open protocol controllers that are able to be programmed through the head end. This enables the owner to have fully open systems.
      - Our systems and integrators are fluent in most other vendors as well.
      - If required multiple brands can be used to achieve design goals.
  - LAN Communication Structure (Peer-to-peer, Polling)
    - WES uses industry standards for installation and security of installed systems. Depending on the systems this could be a complete LAN solution or an isolated BACnet communicated system using a LAN interface to the front end (Web Supervisor).

  - Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
    - Dell computers with Windows Platforms. (IE Windows Server, 7, 8.1 Etc)
    - Mobile device support is standard in our installations.
    - Any device utilizing standard web broswers.

  - Third party interface (Drivers and Gateways)
    - We have a wide array of third party drivers developed in house as well as through the Tridium channels and channel partners.
    - Major Drivers JCI, Trane, Honeywell, and other legacy devices.
  - Remote alarm and message capabilities
    - Alarming can be accomplished through multiple levels of security access.
      - Different users receive different alarms.
    - Alarm console visual and audible indicators.
    - Email and SMS alarms.
  - Standard Warranty (Parts & Labor)
    - 1st Year parts and labor on all installed material.
    - Manufacturer's warranty of installed equipment.

  - Optional Warranty (components covered & Labor)
    - Most systems and warranties can be extended for an additional cost.

- Estimated Lead/Delivery Time
  - Control components typically are either in stock or readily available through standard or expedited shipping.
  - WES has a distribution division.
    - Stocking and coordination of most major control components.

- Location of Manufacturing (City, State or Country)
  - 815 Fallscreek Drive
    Vandalia Ohio 45377
    United States

- Estimated Market Share (North America)?
- Detail Features & Benefits
  - Wes utilizes open protocol system to enhance owner flexibility.
    - Owner owns the entire system on completion.
  - In house development and distribution groups.
    - Offers flexibility in going to market with the best available products and services.
  - Direct to market support for all installed devices.
  - Direct to manufacturer design and support.
  - Electrical, Integration, and installation crews managed in house,

- **Cooling Towers**

- Type (e.g., open, closed, evaporative, other) All
- Brand Name(s) Evapco
- Capacity Range (tons) No limit
- Standard Warranty (Parts & Labor) 1 year
- Optional Warranty (components covered & Labor) Up to 5 years
- Estimated Lead/Delivery Time As little as 4 weeks up to 8 weeks
- Location of Manufacturing (City, State or Country) All over the world
- Range of Efficiencies N/A
- Estimated Market Share (North America) 33%
- Provide example data on each type of product provided http://www.evapco.com/
- Detail Features & Benefits http://www.evapco.com/

- **Pumps**

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
  - Base Mounted Standard 175 PSI or 300 PSI

- B&G 1510 Base Mounted End Suction (Flows to 4000 GPM / Max Head 500' / ½ to 150 HP)
- B&G Close coupled Cast iron centrifugal (Flows to 2300 GPM / Max Head 400' / ¼ to 50 HP)
- B&G & Goulds Stainless close coupled Centrifugal (Flows to 1100 GPM / Max Head 490' / ½ to 100 HP)

- Double Suction (Flows to 25,000 GPM / Max Head 530' / 5 to 3,000 HP) Applies to all three models below
  - B&G VSX-VSC-Vertical Suction & Discharge
  - B&G VSX-VSCS – Side Suction & Vertical Discharge
  - B&G VSX-VSH – Traditional Side Suction & Side Discharge

- Inline B&G
  - Series 60 Vertical (Flows to 200 GPM / Max Head 55' / ¼ to 3 HP) Available in all bronze or cast iron.
  - Series e90 Horizontal (Flows to 200 GPM / Max Head 225' / ¼ to 3 HP) Available in all bronze or cast iron.
  - Series e80 Horizontal (Flows to 2500 / Max Head 380' / ¼ to 50 HP) Cast iron with Stainless impeller. Working Pressures-175, 250, and 300 PSI
  - Series e80-SC Horizontal (Flows to 8500 GPM / Max Head 202' / 1 to 300 HP) Split Coupled Cast Iron w/ stainless impeller. Working Pressure 250 PSI

- Line Shaft Turbines B&G (Flows to 10,000 GPM / Max Head 150' per stage

- B&G Circulators for Potable and heating water
  - Ecocirc (ECM motors / Flows to 14 GPM / Max Head 19' / single phase
  - Ecocirc-XL (ECM motors with variable frequency Drives / Flows to 150 GPM Single Phase / Near Future Flows to 300 GPM Three Phase)
  - Standard Circulators Available in cast Iron, SS, all Bronze (Flows to 133 GPM / 52' Max Head / fractional HPs

- Goulds eSV & Berkeley Vertical Multi-Stage (Flows to 725 GPM / Max Head 1,200' / 75 Max HP)

- Brand Name(s) B&G, Goulds Pumps, Berkeley, Vertiflo
- Capacity Range (GPM) see above per model
- Standard Warranty (Parts & Labor) 1 year or 18 months from date code parts
- Optional Warranty (components covered & Labor) varies per type of pump at additional cost

- Estimated Lead/Delivery Time stock on small pumps, standard 2-4 weeks on most, 8-12 weeks on larger double suction and some turbine pumps
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies 25 to 85% depending on style and selection
- Estimated Market Share (North America) 25-60 depending on manufacturer and type of pump
- Provide example data on each type of product provided
- Detail Features & Benefits

- **Invertors**

  - **Brand Name(s)- ABB Drives Inc**
  - **Capacity Range (HP)- 1-1600 HP**
  - **Standard Warranty (Parts & Labor)- 2 year parts and labor with certified startup**
  - **Optional Warranty (components covered & Labor)- up to 5 year**
  - **Estimated Lead/Delivery Time - local stock to 6 weeks**
  - **Location of Manufacturing (City, State or Country) - Milwaukee, WI**
  - **Estimated Market Share (North America)- +40%**
  - **Provide example data on each type of product provided- Full product submittals available upon request**
  - Detail Features & Benefits- Largest Global VFD manufacturer

- **Boilers & Water Heaters**

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other) All, except diesel, fuel oil, and gasoline powered
- Brand Name(s) Camus Hydronics
- Heating Medium (Electric, Gas, Steam, Hot Water) NG or propane burner supply, hot water medium
- Capacity Range (MBH) 60 MBH up to 6,000 MBH
- Standard Warranty (Parts & Labor) 1 year
- Optional Warranty (components covered & Labor) Up to 5 years
- Estimated Lead/Delivery Time As little as 2 weeks up to 6 weeks
- Location of Manufacturing (City, State or Country) All over the world
- Range of Efficiencies 80% up to 99%
- Estimated Market Share (North America) 25%
- Provide example data on each type of product provided http://www.camus-hydronics.com/
- Detail Features & Benefits http://www.camus-hydronics.com/

- **HVAC Specialty Products**
- Type (e.g., modular, outside/inside, Steam &Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal) All

- Brand Name(s) Trane, Annexair, Semco, Calmac, Poolpak, Systecon, Johnson Air Rotation
- Heating Medium (Electric, Gas, Steam, Hot Water) All
- Cooling Medium (DX, Chilled Water) All
- Capacity Range (CFM and/or MBH) Wide range
- Standard Warranty (Parts & Labor) 1 year
- Optional Warranty (components covered & Labor) Up to 5 years
- Estimated Lead/Delivery Time As little as 6 weeks up to 14 weeks
- Location of Manufacturing (City, State or Country) All over the world
- Range of Efficiencies Wide range
- Estimated Market Share (North America) 33%
- Provide example data on each type of product provided Internet search brands listed
- Detail Features & Benefits Internet search brands listed

- **Equipment Parts and Supplies**

  - Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other) Waibel Trane Parts is the Miami Valleys Commercial Trane Parts and Supplies location providing all Trane OEM Warranty and replacement parts for owners and contractors. In addition to a vast warehouse of OEM replacement parts, we stock several aftermarket HVAC replacement part and Consumable supply brands.
  - Brand Name(s) stocked Trane, Service First, Airguard Filters, Belimo, Ameristar, Alco Controls, Bussman, Copeland, Danfoss, Diversitech, Dynamic, Eaton Cutler-Hammer, Emerson, Fasco, Fieldpiece, Fluke, Goodway, Honeywell, ICM, Ingersoll Rand, Loctite, Lucas Milhaupt, MovinCool, Mueller, Nu-Calgon, Rectorseal, Reftec, RIB, Sporlan, US Motors, White Rodgers, Yellowjacket, ASCO, Panasonic, Camus, Inficon, Bacharach, Windy City Wire, SF, Nexia, AAB, Century, Evapco, Aegis, Amprobe, RGF, Baldor
  - Location of stocking parts Parts are stocked in our Warehouse located in Vandalia, Ohio, and are viewable in our showroom.
  - Standard Warranty (Parts & Labor) Standard Warranties on Trane Parts are 1 year, and certain compressors carry a 3-year standard parts only warranty. Other manufacturers parts/supplies warranties are deferred to the specific manufacturers warranty.
  - Optional Warranty (components covered & Labor) Trane offers extended warranties that may be purchased at the time of sale for labor, parts, and refrigerant.
  - Estimated Lead/Delivery Time Leadtimes and Delivery can fluctuate based on the priority of the customer, and parts availability from the factory for items out of stock. Typical leadtime is 3-5 days.
  - Percentage of locally stocked parts to delivered parts Locally stocked to delivered parts is 75%.

- Detail Features & Benefits Waibel Trane Parts six dedicated associates have over 100 years of HVAC Service, Sales, and Supply experience. Coupled with our direct Trane Factory Support the benefits to the customers are immense and assist our customers in solving problems quickly for their customers.

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

- **Startup & Commissioning Services**
  - Define process for validation of system or equipment operation to design **Startups are performed by Factory Authorized/Factory Trained Technicians equipped with the required software and tools utilized to perform factory startup based on the recommended startup procedures located in the startup guides provided to each technician.**
  - Type **Factory Equipment Startups, Commissioning Services, Retro-Commissioning, Energy Audits, Facility Audits, Obsolescence Planning etc.**
  - List key personnel **Client Services Group/Energy Engineers 15 Journeyman, 5 MES, 6 Controls Service, & 5 Apprentice- All Technicians are Factory Trained in Startup and Commissioning Procedures**
  - References (public sector only) **See Attached**
  - Case studies describing benefits of services **See Attached**

- **Service & Maintenance**
  - Type **Preventive Maintenance, Full Maintenance, Facility Services, National Accounts, Energy Services, Remote Monitoring/Troubleshooting, Refrigerant Oil Analysis, Eddy Current Testing, Select Maintenance, , Vibration Analysis.**
  - Define processes for each type of service and/or maintenance of the system or the equipment **Scope & Inspection Process Varies By Agreement Type, All Equipment is Logged and Inspected Based on Equipment Manufacturers Recommended Specifications for Preventive Maintenance**
  - List key personnel (factory, sub-contract, other)**15 Journeyman, 5 MES, 6 Controls Service, & 5 Apprentice- All Technicians are Factory Trained on All Equipment Serviced**
  - References (public sector only) **See Attached**
  - Case studies describing benefits of services **See Attached**

- **Installation and Turnkey Contracting**

  - Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
    - WES offers a wide range of installation services.
      - Control retrofit.
      - New construction controls.

- Energy analysis and Retrofits.
- Design Build
- Equipment Installation and modifications.

➢ Define processes for each type install of the system or the equipment
- **Control retrofit.**
  - Analyze existing system.
  - Determine required systems needed for legacy controls interface.
  - Design correct setup to utilize existing infrastructure as much as possible.
    - Minimizes cost.
  - Installation of retrofit utilizing proven standards and control practices.
    - Electrical standards for a professional looking install.
    - Labeling systems and wires for future troubleshooting needs.
  - Installation verification.
    - Warranty handoff process in place for correct job installation and closeout.
    - Control Services team to handle all warranty repairs and future customer support.
- **New construction controls.**
  - In house estimation group to review pans and specs.
    - Estimate is prepared taking into about the standards that have been created.
  - Installation Team
    - Project Managers
      - Oversee project installation.
        - Insures job is installed in accordance with the plans and specifications.
    - Project Engineer
      - Performs design duties.
      - Submittals
      - RFI
      - Design control drawings for installation.
      - BOM following standards for device selection and material purchasing.
    - Project Admin
      - Handles all aspects of billing, AIA, Prevailing Wage, and all other job documentation and ordering.
    - Electrical Installation Team
      - Performs moderate to large installations.
      - Oversees sub-contractors to ensure installation best practices are followed.
      - Final terminations.
      - Point to Point Checkout of installed devices.
    - Systems Integrators

            - Field level programing and integration
            - Systems Sequence of operation verification.
            - Owner training
        - **Energy analysis and Retrofits.**
            - Energy Services Team.
                - Building utility analysis.
                - Development of ECM's
                - System commissioning for optimal energy operation.
                - Development of standard ECM programs to achieve maximum system potential.
                - Estimated energy and dollar savings estimating.
        - **Design Build**
            - Wes can provide the complete turnkey design build solutions.
            - We have been involved with many complete systems including but not limited to;
                - Building Design and Construction for mechanical systems and additions.
                - Mechanical and electrical design, rigging, and installations.
                - Controls design, programing, and installations.
                -
- Bonding and licensing capabilities
    - Electrical, Mechanical, and Contracting.
    - Max Bond amount 1.5 million single job and 3 million total uncompleted work.
- List key personnel (factory, sub-contract, other)
    - Waibel Energy Systems has a team of in house personnel that is able to perform most of the required functions of contracting and controls installations.
        - Mechanical. Electrical, Controls, Lighting, Energy Consultation and Design,
    - When in need we can pull from a group of partners to provide for the needs of any installation.
        - Engineering, Mechanical, Electrical, and Design firms.
- References (public sector only) See references.
- Case studies describing benefits of services: see case studies

- **Warranty Services**
    - Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
        - Standard on year warranty on all installed labor and material.
        - Extended warranties are available when specified or as a value add to an existing project on a quoted basis.
        - WES has the ability to provide Full Maintenance and warranties for the life of the installed product.
            - This pricing would depend on the age and complexity of the product or installation.
    - Define processes for each type of warranty
        - New construction and design build projects.

- Documented end of job warranty process.
- Requires multiple levels of verification before job is considered in warranty.
    - Client Services group edits the job from an owners prospective.
    - Any deficiencies are noted and sent back to the installation team for repair or clarifications.
        - Functional system.
        - All required documentation is in place.
        - Programs and sequences are archived for any future need.
    - All documentation of the installation is passed to this group through electronic distribution.
    - Hard copy of and electronic given to the owner for record.
- At the determination that the job meets the design criteria it is handed off to the Control Service group to administer the full warranty period.
    - Owner assistance.
    - Warranty Repairs.
    - Owner consultation.
    - Utilizing the Energy Services group monitor energy usage as compared to design.
    - Develop relationship as a trusted advisor to the owner.

➢ List key personnel (factory, sub-contract, other)

- WES has a process and dedicated team for warranty hand off and support.
    - Client Services
        - Control Technicians for remote inspections and troubleshooting.
        - Dispatch Customer Care Agent
    - Control Service
        - Team Leaders
        - System Integrators dedicated to warranty team.
    - Project Manager
        - Handoff and post job support.
    - Project Administrators
        - Documentation support.

➢ References (public sector only): see references tab 6

➢ Case studies describing benefits of services: see case studies

♦ Energy Services

➢ Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)

WES offers a wide variety of energy services including energy assessments and or audits, energy tracking and analysis, identification and implementation of energy conservation measures, control sequence review and optimization,

and full on performance service agreements. The typical process involves first qualifying a client, assessing their potential, and identifying opportunities for improvement. Second, we take a deeper look and prioritize opportunities that require no capital expenditures and can yield 10-15% savings. Once those savings have been realized, we can provide a superior energy service agreement that will help maintain and grow those savings. Our goal is to help our client reach levels of efficiency and operation they didn't know were possible. This process has been extremely successful with area school districts. By proving our effectiveness in reducing school's electric consumption Dayton Power & Light in conjunction with the Southwestern Ohio EPC afforded us an opportunity to provide a pilot program to 78 local schools. This pilot program first benchmarked those schools and second offered a no risk 1 year energy service agreement supported by guaranteed savings. After 1 year of working with WES, 32 school districts reduced their annual utility spend 1.36 million dollars, or roughly 10%. The next step is to transition those districts into a performance agreement which will maintain those savings and establish continuous improvement.

In the past the ESA has been a 1-3 year service agreement where we conduct activities that resemble a typical audit, but are much more valuable than a simple audit/report of possible energy conservation measures (ECMs):

The typical outline and tasks completed in a WES ESA look something like this:

Initial setup of the agreement and kickoff meeting with the owner/operator:

- Once the owner has be qualified as a good candidate for an ESA and signed an agreement we complete a kickoff meeting:
  - Complete any necessary utility releases so we can view the data
  - Verify contact info and who is available to work with so we can affect change
  - Provide some proven ways we and the staff have cut energy on similar system types
  - Discuss with IT personnel and setup remote access to their Building Automation System (BAS)
  - Obtain a schedule or calendar for each building for more accurate equipment runtime needed
  - Present baseline energy consumption and where we intend to take them
  - Record any energy saving ideas the district themselves have noted prior to the agreement

Project underway....throughout the project these are some recurring activities usually completed in parallel that ensure agreement success:

- Complete a night remote or site visit to ensure applicable HVAC equipment, interior/exterior lighting, and plug loads are shut down

- We try and do this in both the heating and cooling season

- Remotely connect to the BAS and check if the current system features and correctly executes the following minimum control schemes...
  - *Air Handler Static pressure rese*
  - *Air Handler Discharge temperature reset based on zone deviation*
  - *Chilled water reset based on chilled water valve position*
  - *Global zone setpoints*
  - *Etc.*

- Complete regularly scheduled remote building reviews to identify ECMs or operational inefficiencies
  - We check for system overrides, atypical schedules, atypical setpoints, and any failed controls/equipment
  - We also investigate if our ECMs implemented or changes made to the system have made a positive impact
  - *We also...*
  - *Ensure schedules match actual building occupancy and use, especially during holidays, closures, and summer/winter break*
  - *Ensure applied and unitary equipment are not cycling or staying on in night heat or cool*
  - *Ensure applied and unitary equipment are not cycling in dehumidification mode*

- Here are a few examples of the operational inefficiencies we have found in various buildings:
  - Found electric duct heaters with no differential between heating/cooling setpoints which led to an endless cycle of heating then cooling – similar to stepping on the accelerator then slamming on the brake to achieve an effective speed
  - Found Air Handling Units (AHUs) not following schedule because unitary unoccupied setpoints were greater than the AHU setpoint – this also led to the operation of pumps and heating/cooling equipment
  - Found 3 failed VAV boxes that would cause an AHU to run on nights in weekends in order to maintain space setpoint
  - AHU ventilation dampers were not programmed to stay closed if the unit enabled during unoccupied times – this brought in unnecessary outdoor air that had to be conditioned before it was delivered to the space
  - Originally some boiler and chiller plants were enabled based simply on an outdoor air setpoint without checking if any airside or unitary equipment were even occupied – this led to unnecessary hours of heating/cooling and pumping of water

- Additionally, these are some of the unique solutions we implemented at several schools:

- Implemented programming which allowed Boiler Plants including their pumps to stay off longer – boilers enable at 65F when building is occupied but not until 42F if the building is unoccupied, typically they would run anytime the OAT was less than 65F
- When applicable we created additional AHU zones with their own schedule which helped reduce the effective heating/cooling area if that zone was occupied while the others were not
- Some schools we implemented a summer mode where AHUs would only occupy if scheduled and the OAT was greater than 75F or the dewpoint greater than 60F

- Leverage real time energy meters available to improve load shedding during unoccupied periods (nights, weekends, holidays, snow days)
- We also use real time electric meters where available as feedback for control changes made to equipment with motors like fans, pumps, and compressors

- Track monthly utility bills to ensure we are on track to meet or exceed guaranteed savings amount
- We use a utility tracking software that weather normalizes the utility data in order to determine unbiased savings

- Complete monthly or semi-monthly meetings / site visits with district staff to either implement, monitor and or discuss changes we have made
- Help brainstorm and identify potential energy savings changes primarily related to HVAC equipment/controls, lighting, and plug loads.
- Demonstrate examples of how other buildings have reduced consumption without negatively impacting comfort
- Train building staff on their BAS and demonstrated impact of energy conservation measures like active schedule management, reducing equipment runtime, expanding room setpoints, preventive maintenance, and

  **Our presence and these discussions ultimately foster a greater sense of energy consciousness in most owner/operators which spreads to savings beyond WES BAS changes.

  Project Close...we complete a reconciliation report sharing the calculated energy savings based on utility bills, including the project financial impact to the owner/operator and return on investment.
- At this time we also discuss potential renewal options in order to maintain the improvements made and savings achieved
- We also highlight any controls related or capital projects that would lead to further improvement and could be paid for with savings from the ESA

Ultimately, the ESA is a continuous effort to identify opportunities for improvement and sustain any and all previous improvements throughout the life of the agreement.

These tasks are completed by our Energy Services Team. This team is part of the Client & Energy Services team of building professionals. Our team works closely with the other Service and Contracting Teams. We are currently made up of 2 energy engineers, 1 energy manager, 2 client support representatives, and a team leader – all of which have an energy or controls background. Various certifications are held by the team members, but the most common are CEM, LEED AP, Advanced Niagara AX, and Trane Trace 700.

Additional deliverables offered as part of our performance based service agreements can be found in the following matrix:

	Client Services (Warranty)	Scheduled	Select	High Performance
Client Services/System Support				
Alarm Notification Service (Client approved critical alarms)	Included	Included	Included	Included
After Hours Response (Notifications to designated contact)	Included	Optional	Included	Optional
Emergency On- site Response (if needed after client is notified)	Included	Optional	Included	Optional
System Reviews (including Graphics)	Included	Included	Included	Included
Sequence of Operation Verification (Remote)	Included	Included	Included	Included
Operator support/Coaching (Remote)	Included	Included	Included	Included
Operator Training (Remote/On-site)	Included	Optional	Optional	Included
On-site Repair & Replacement Labor & Materials	Included	N/A	Included	Optional
Client Services/Digital Inspections/Remote Maintenance				
Software Updates - Niagara with in same software Version	Optional	Optional	Included	Included
Control Sequence Review	Optional	Optional	Included	Included
Unitary Analysis Reports	Optional	Optional	Optional	Included
System Level Analysis Reports - Review	N/A	Optional	Optional	Included
Full System Backup Support (Niagara/BDX) Qrtly.	Optional	Optional	Optional	Included
Front End Software Upgrades (Full Version to the next Version)	Optional	Optional	Optional	Included
Client Services System Analysis - On site inspections				
Control Loop Tuning - On Site Verification	N/A	Optional	Optional	Included
Trend Analysis	N/A	Optional	Optional	Included
Sequence of Operation - On-site Verification	N/A	Optional	Optional	Included
Point to Point Verification	Optional	Optional	Optional	Included
On-site Inspections with Analytic Support	Optional	Optional	Optional	Included
System Level Controller Upgrades				
Sensor and Device Calibration (including Dampers and Valves)	Optional	Optional	Optional	Included
Energy Services Advanced Controls Strategies				
Energy Benchmark	N/A	Optional	Optional	Included
Advanced Optimization with Remote Support (ECM's)	N/A	Optional	Optional	Included
Building Performance Antalytics	N/A	Optional	Optional	Included
Energy - Active Analytics/Reporting/Intervention (Demand Response)	N/A	Optional	Optional	Included
Custom Reporting	N/A	Optional	Optional	Optional
Utility Rate Review-Support	N/A	Optional	Optional	Optional
Utility Rebate - Facilitation	N/A	Optional	Optional	Optional
Building Audits - Data Collection/Modeling	N/A	Optional	Optional	Optional

References and case studies from our historical efforts can be found in the attached folders.

- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

- **Equipment Rentals**
- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other) Waibel Energy Systems has direct access to virtually any HVAC rental equipment needs. From large commercial tonnage chillers, and rooftops, to small room air conditioners and heaters, by utilizing our exclusive access to Trane Rental Services Equipment Depots, our in-house stock of movin-cools, and our other partners.
- Brands available Trane, Evapco, GE, Movin-Cool
- Locations of rental fleet We utilize Trane Rental Services depots located in Columbus, OH, Chicago, IL, St Louis, MO, and Memphis, TN. We also have a fully stocked Movin-Cool Rental Fleet house in our Vandalia, OH warehouse.
- Process of accessing rental fleet during disaster event For large tonnage Chillers, Cooling Towers, Rooftop Units, or Air Handlers, Immediately contact Waibel Energy Systems at 937-264-4343 for the Service Department. They will be able to provide you in hours the costs, and make arrangements for installations that usually occur within 24-36 hours from the initial call. If for small room air conditioners or heaters contact Waibel Trane Parts at 937-264-4333 and they will immediately provide pricing and availability of the necessary rental equipment for you specific application.
- List key personnel (factory, sub-contract, other) Steve Bates – Waibel Energy Systems for Large Tonnage Rentals, Phil Riesenberg – Waibel Trane Parts for Small Tonnage Room Cooling/Heating equipment.
- References (public sector only) Good Samaritan Hospital Dayton, OH, Honda Manufacturing – Anna, OH, Wright-Patterson Air Force Base Dayton, OH,
- Case studies describing benefits of services: *see CASE-SLX160-EN.pdf at end of section.*

- **Financial Services**
  - Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
  - Describe type of each funding and availability
  - Funding Sources (internal and/or external)
  - List key personnel (internal and/or external)
  - References (public sector only)
  - Case studies describing benefits of services

    - We do not do discounts on pre-pay and financing
    - Our key personnel:

Key Personnel

President:	**L. David Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Dave.Waibel@waibelenergysystems.com**
Vice President:	**Alex Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Alex.Waibel@buildinglogix.net**
General Manager:	**David Crosley** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Dave.Crosley@buildinglogix.net**
CFO:	**Robert Parker** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Bob. Parker@waibelenergysystems.com**
Marketing:	**Ashley Prichard** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Ashley.Prichard@buildinglogix.net**
Sales	**Alex Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Alex.Waibel@buildinglogix.net**
Sales Support	**Alex Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Alex.Waibel@buildinglogix.net**

Marketing	**Ashley Prichard** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Ashley.Prichard@buildinglogix.net**
Financial Reporting:	**Robert Parker** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Bob. Parker@waibelenergysystems.com**
Executive Support	**David Crosley** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Dave.Crosley@buildinglogix.net**

- References are listed in tabs 3-4-5

- **Professional Services**
  - Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)
  - Describe type of each professional service and availability
  - See next section
  - Licensing and certification capabilities
    - Mechanical-Licensed
      - Internal Team small to medium installations.
      - Sub-Contractor Network available as needed
    - Electrical-Licensed
      - Internal Team small to medium installations.
      - Sub-Contractor Network available as needed
    - Engineering\Design
      - Dedicated Controls Engineering team.
      - Equipment specifications and selections team.
      - Sub-Contractor Network available as needed.
    - Certified Energy Managers
      - Dedicated energy managers utilized for design, analysis, and energy system implementation.
    - Project Managers
      - Internal team of project managers.
      - Dedicated to the installation of all WES
  - References (public sector only)PF
  - Case studies describing benefits of services

- **Site Surveys**

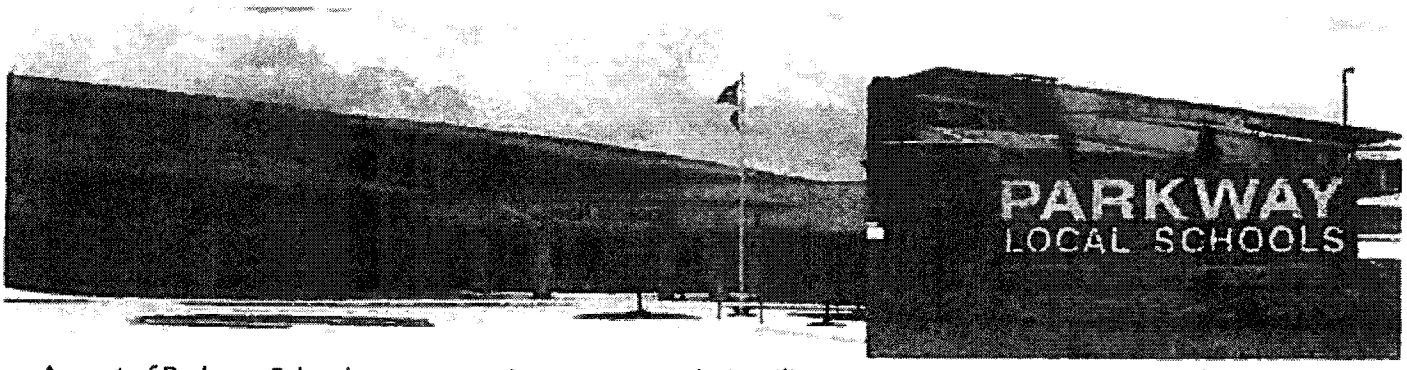
- Type (e.g., Equipment, system analysis, operational, architectural and other)
- Describe type of survey
- Licensing and certification capabilities
  - Mechanical-Licensed
    - Internal Team small to medium installations.
    - Sub-Contractor Network available as needed
  - Electrical-Licensed
    - Internal Team small to medium installations.
    - Sub-Contractor Network available as needed
  - Engineering\Design
    - Dedicated Controls Engineering team.
    - Equipment specifications and selections team.
    - Sub-Contractor Network available as needed.
  - Certified Energy Managers
    - Dedicated energy managers utilized for design, analysis, and energy system implementation.
  - Project Managers
    - Internal team of project managers.
    - Dedicated to the installation of all WES
  - Systems Controls and Integrators
    - Multiple control vendor certifications and capabilities
- Advanced technology uses for each type of survey
  - Wes designed analytics.
    - Trendview
    - Energy Logix
    - Report Card Analytics
  - Utility Review
  - Building Advice
    - Deployed sensors for CO2, Humidity, Temperature, and Occupancy
  - Infrared Camera
  - Building Logix
  - System Software for logging and trending HVAC equipment and controls
- List key personnel (internal and/or external)
  - Mechanical-Licensed
    - Internal Team small to medium installations.
    - Sub-Contractor Network available as needed
  - Electrical-Licensed
    - Internal Team small to medium installations.
    - Sub-Contractor Network available as needed
  - Engineering\Design
    - Dedicated Controls Engineering team.
    - Equipment specifications and selections team.
    - Sub-Contractor Network available as needed.
  - Certified Energy Managers
    - Dedicated energy managers utilized for design, analysis, and energy system implementation.
  - Energy Engineers

- References (public sector only)PF
- Case studies describing benefits of services

Bill Analysis Savings Case Study

Parkway Local Schools

Rockford, OH



As part of Parkway Schools energy service agreement their utility meters are monitored real time for conservation improvements. An additional service that Waibel provides is utility bill analysis. This is to verify that you are billed correctly and to be able to compare weather normalized usage as well as Utility billing and reading errors.

Waibel began an investigation and bill analysis upon receiving a copy of Parkways bill showing a high spike in natural gas usage. Utilizing the Waibel EnergyLogIX BDX real-time reporting tool and going back three months we were able to support the previous utility bill readings until the last bill. Gap Verification confirmed that all things were operational and the last reading was correctly read according to real-time measurement. However the real-time measurement data did not support the actual usage between the last two bill readings.

Waibel contacted the utility and was able to show evidence that something went wrong during the last reading. After the utility performed an internal audit they confirmed their data supported the real time data that was collected during the last three billings.

PARKWAY LOCAL SCHOOL

Account Number	Date Prepared	Next Meter Reading
[redacted]	November 10, 2015	11/19 - 11/23/2015

Balance from Last Bill	$1,762.48
Payment on Nov 9, 2015 - Thank You	1,762.48 CR
Cancel Billing	1,762.48 CR
Balance	$1,762.48 CR

A new reduced bill was re-issued showing credits of over $5,000!

The problem was an annual meter audit was performed a few days prior to the last bill reading and the technician did not reset the AMR reading after performing tests thus the meter reading used for billing was incorrect.

Waibel then contacted the gas supplier of the utility's reported usage error. Parkway's supplier contract usage had the potential of being outside their gas allotment and could have been charged a usage penalty. This one case could have gone unnoticed with an additional cost to Parkway of at least $4,600.00 dollars.

THANK YOU FOR YOUR BUSINESS!

Correction of original October invoice

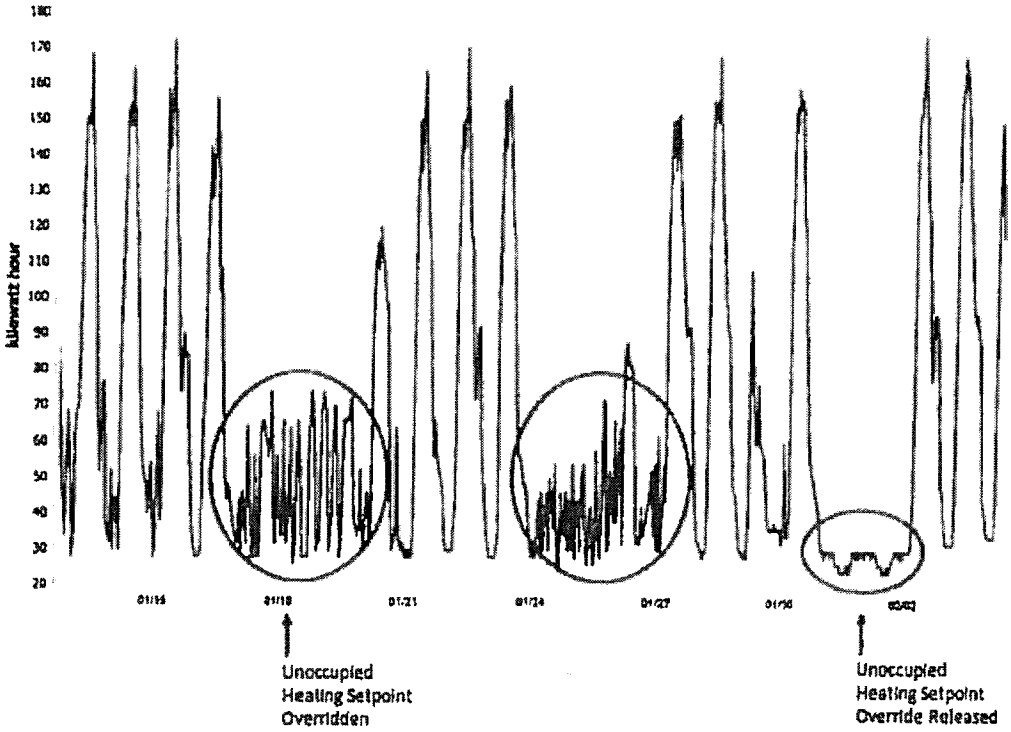
Account #	MCF Burner Tip Consumed	MCF City Gate Delivered	DTH Gas Consumed	Price Per DTH	
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]					[redacted]
TOTAL AMOUNT OF THE CREDIT MEMO:					[redacted]

Note: The original invoice [redacted] dated [redacted] included an inaccurate meter read for October

Waibel Energy Systems, 815 Falls Creek Dr, Vandalia OH 45377
937.264.4343 www.WeSaveEnergy.net

SITUATION Eaton Elementary was experiencing elevated levels of electrical consumption during unoccupied times. This was identified by reviewing the school's hourly consumption data through EnergyLogix.

OBJECTIVE Use TrendView to identify any primary energy consumers operating outside of normal schedule that would lead to elevated electrical consumption during unoccupied times.

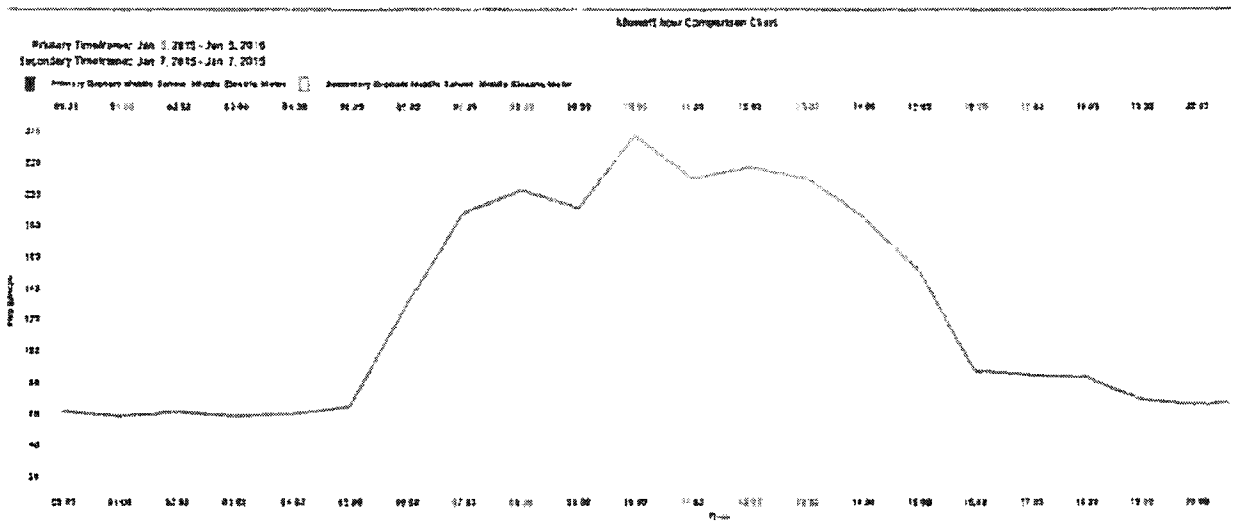


STRATEGY TrendView revealed 2 out 5 AHUs unoccupied heating setpoint was overridden to 63 F instead of their original 58 F. Both AHUs served several fan-powered VAVs (FP-VAVs) whose unoccupied setpoint was 60 F. Therefore, when these rooms space temperature dropped below 63 F the VAV fan was not engaging; rather the AHU was cycling to provide heat.

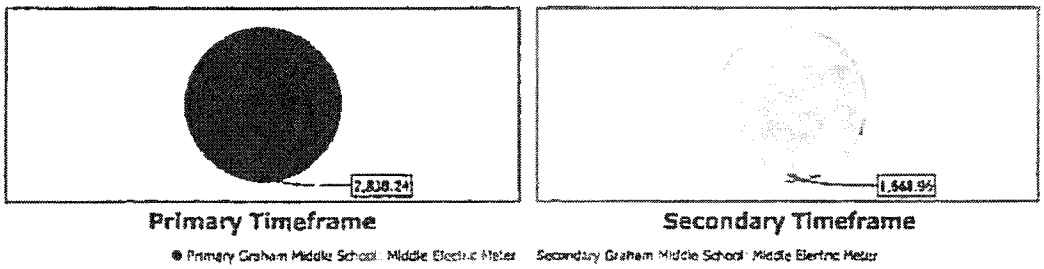
SOLUTION We released the override in Niagara AX and ensured the FP-VAV unoccupied heating setpoint was equal or greater than the AHU unoccupied heating setpoint.

RESULTS After these changes the AHUs stopped cycling during unoccupied times and only engaged if the FP-VAVs could not maintain the space unoccupied setpoint. As a result, electrical consumption during unoccupied times returned to normal levels.

Many times we are asked, "*How much is our school saving by un-occupying our building on a snow day or holiday?*" With EnergyLogix we are able to measure the savings by comparing a typical day to one in which the building was unoccupied. The following chart shows just that, a typical day compared to a snow day.



The primary timeframe highlights a typical daily electric curve for OAT < 20 F at Graham MS, approximately 100,000 sq. ft. facility. The secondary timeframe demonstrates a daily electric curve if a holiday schedule was engaged just before school start or 7:30am. For holidays such as Thanksgiving or President's Day the secondary timeframe curve would have been even more flat because the holiday schedule would have automatically engaged, preventing the small spike in consumption.



The daily electrical savings from engaging the holiday schedule when a snow day occurs was roughly $120 for this building or (2,838 kWh – 1,669 kWh) * $0.10/kWh. By engaging the holiday schedule for snow days (5 per year) and all major holidays (23 days) when school is out the district saves $3,360 per year or 28 * $120. These estimates may even be conservative for holidays during cooling season which can increase the daily electric curve significantly.

WAIBEL ENERGY SERVICES

BuildingLogiX

BuildingLogiX™ Reports

SITUATION Belmont Country Club has 2 air handling units and 16 variable air volume boxes which provide hot and cold air to their zones. BLX scorecards were implemented to more efficiently analyze their comfort, efficiency, and ventilation without manually examining each unit.

09/30/2014 12:00 AM to 10/01/2014 12:00 AM — All Vavs

	AHU	Overall	Comfort	Efficiency	Ventilation
VV_013	AHU1	5.6	7.7	[illegible]	[illegible]
VV_04	AHU1	5.1	[illegible]	7.2	[illegible]
VV_01_A	AHU1	3.4	[illegible]	7.1	[illegible]
VV_011	AHU1	7.0	9.5	5.9	[illegible]

OBJECTIVE Leverage BLX customer scorecard to identify poorly performing VAV boxes and determine the root cause.

STRATEGY VV_04 performed poorly "Overall" and worst in "Comfort". Next step: Utilize analysis scorecard to determine in which criteria the unit underperformed. Follow the link to TrendView and investigate the parameters used in scorecard analysis for causes of underperformance.

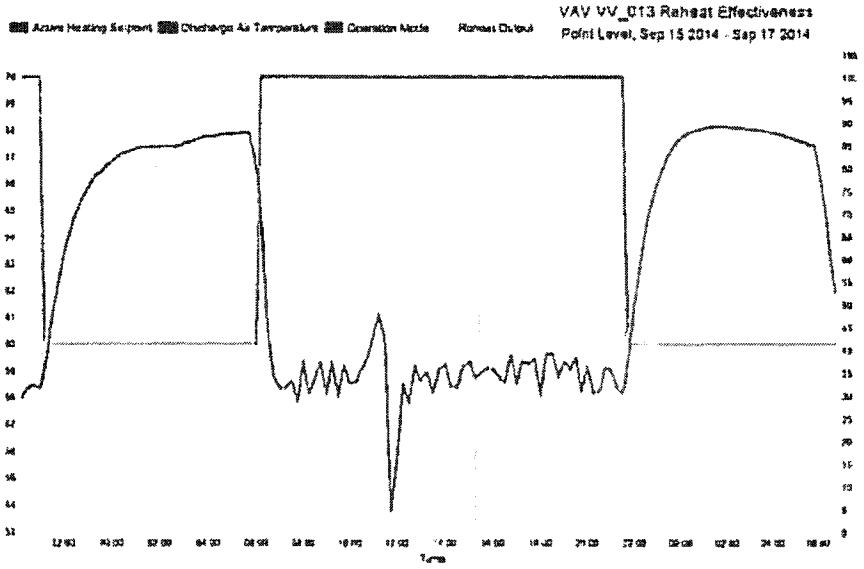
Criteria: Reheat Effectiveness — Score: 0.2

Pass Count	10
Fail Count	540
Ignore Count	2371
Average Heating Set Point	70.3
Average Discharge Air Temperature	59.7

Discharge temperature sensor error.
Stuck heating coil valve.
Undersized or foul heating coil.
Check supply water temp to coil.

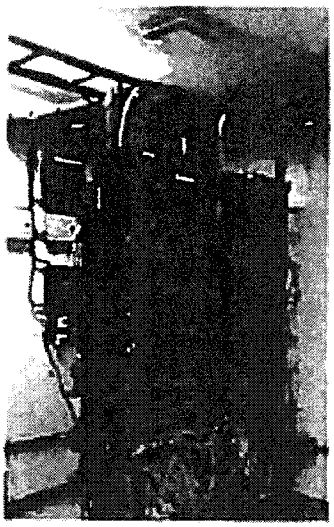
Discharge air temp never reaches setpoint

SOLUTION Analysis Scorecard revealed "Reheat Effectiveness" as the root cause for low performance value. TrendView showed discharge air temperature failed to rise even when the reheat valve was 100%. As a result, on-site investigation was required and found the reheat valve was disconnected.



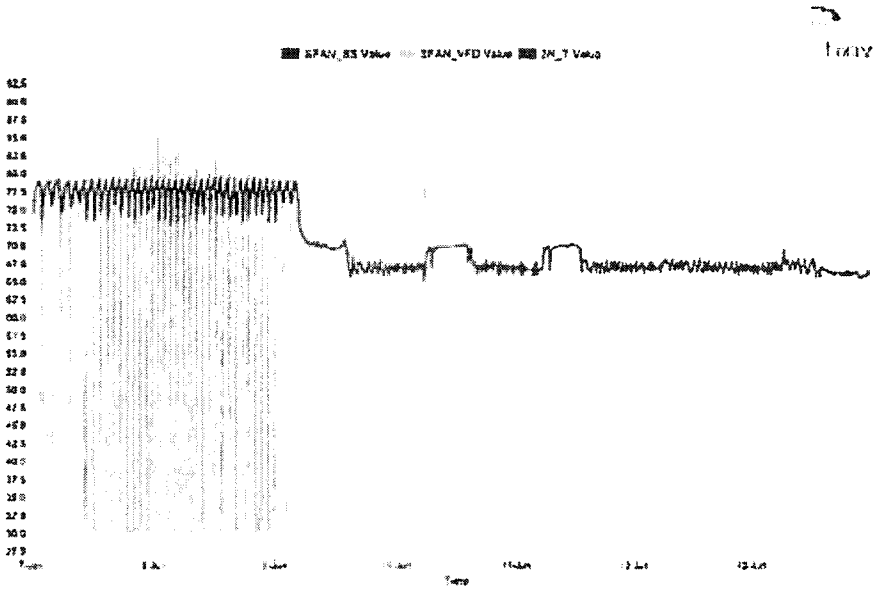
RESULTS Identified the worst performing VAVs and the root cause without stepping foot on the property. Improved space comfort after on-site verification of a malfunctioned reheat valve.

SITUATION A single IT room overheating as a result of 24/7 server operation led to nightly operation of a 100 HP air handler.

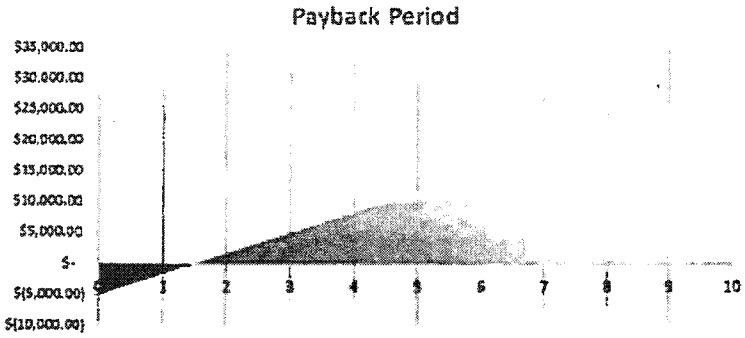


OBJECTIVE Verify nightly air handler operation as a result of IT rooms overheating during unoccupied hours. Determine the cooling load required by the space to prevent unoccupied cooling demands. Calculate energy and cost savings from implementing a split system to prevent unnecessary night and weekend operation of air handling units.

STRATEGY Deploy remote temperature sensors to measure space temperature and humidity over the course of a week. Build trends in TrendView from historical building data saved within BDX to verify air handler run time during unoccupied hours.



SOLUTION Size a split system unit capable of meeting the IT room's cooling demand and maintain comfort outside the air handler's nominal schedule. Demonstrate simple payback as a result of energy savings to the district as an economically favorable venture.



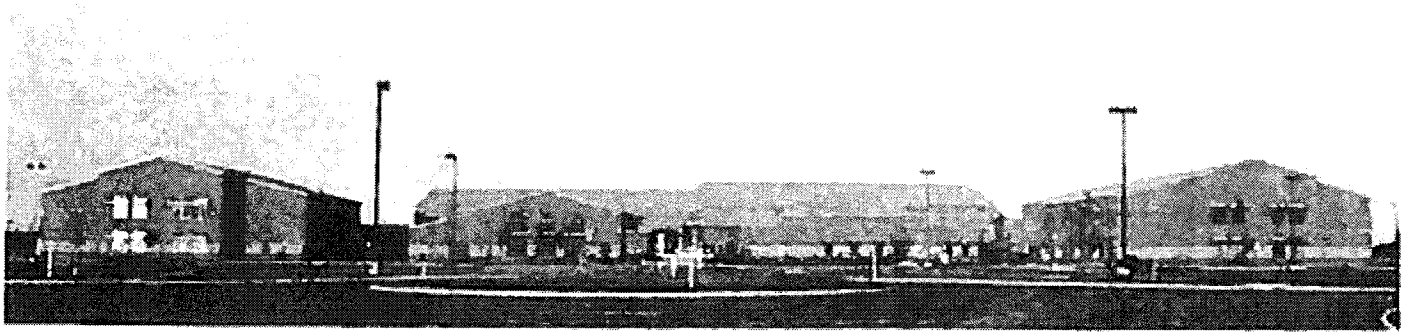
RESULTS District implemented solution at two school buildings and realized $3,400 in energy savings annually, less than a 2 year payback.

815 FALLS CREEK DR. VANDALIA, OH 45377 937-264-4343 WWW.WESAVEENERGY.NET

Client Services Case Study

Arcanum Local Schools

Arcanum, Ohio



Waibel Energy Systems makes a huge impact in reducing energy consumption by deploying BuildingLogiX technology and leveraging professional services that identify energy savings opportunities that make sense.

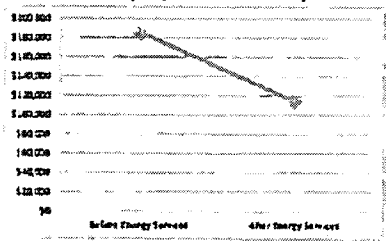
Arcanum Schools were spending $185,014 on utilities annually. WES implemented an Energy Services Agreement and reduced their annual utility cost by 38% in year one, saving Arcanum $69,852.

The BuildingLogiX suite of technology helped to identify opportunities around discharge air reset on air handlers, chilled water reset on chiller plant, and CO2 demand based ventilation resulting in a reduction of annual electric consumption by 33% from 1,547,256 kWh to 1,042,176 kWh.

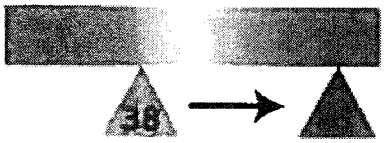
Additionally, WES reduced the hours HVAC equipment operated in dehumidification mode and minimized summer boiler operation reducing annual gas consumption by 56% from 7,424 mm Btu to 3,282 mm Btu.

As a result, the building's energy cost per square foot has been reduced from $1.22 to $0.76. Furthermore, the work done by the WES team increased the building's energy star score from an average of 38 to 85.

Utility Spend Annually



Energy Star Rating



Summary:

The actual annual savings for Arcanum's K-12 are:

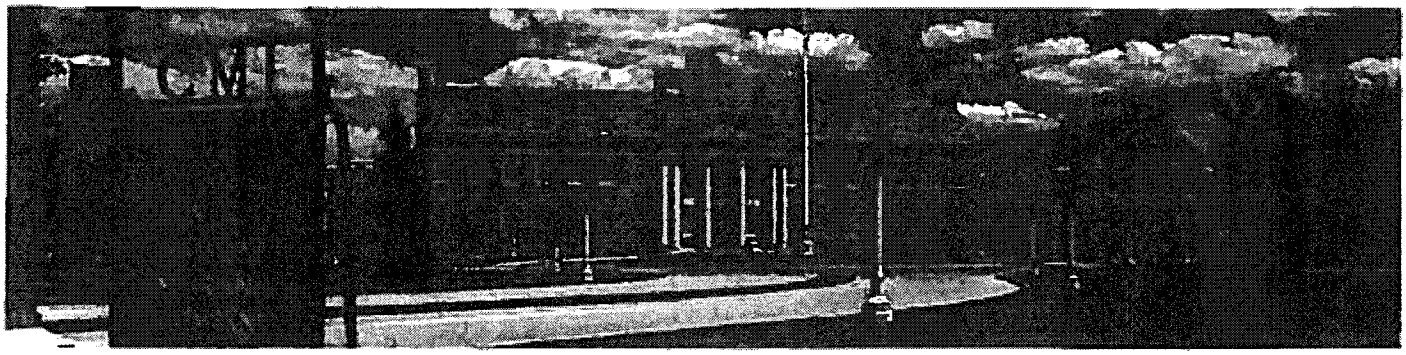
- Annual Utility Savings - $69,852
- Annual Electric Consumption Savings – 505,080 kWh
- Annual Gas Consumption Savings – 4,142 mm Btu
- Cost of energy per square foot improved from $1.22/b2 to $0.76

Waibel Energy Systems 819 Falls Creek Dr. Vandalia OH 45377
937 264 4343 www.WeSaveEnergy.net

Energy Services Case Study

Central Mutual Insurance

Van Wert, Ohio



Central Mutual's Headquarters went through a 175,000 square feet expansion in 2006 and looked to Waibel to help provide the design along with Trane Equipment and Controls. This consisted of 18 Air Handling Units, 2 Trane Water Chillers and Web Based Controls. The total project cost was approximately $4,000,000.

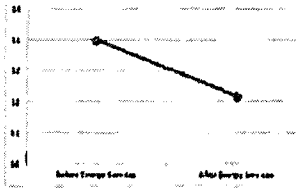
At the completion of the project, we were awarded the Preventative Maintenance on the new system. While working with the system, Waibel was able to engage the efforts of our Energy Services Team. Central Mutual had a long standing Energy Spend that exceed $ 2.00 per sq. ft. Through the efforts of our team we were able to work with the existing Control System to reduce the Energy Spend to around $1.10 per sq. ft. This savings totals nearly $250,000 per year.

We were recently instrumental in achieving an Energy Star recognition for the facility. Bill Purmort, President and Chairman of the Board at Central Mutual Insurance explained

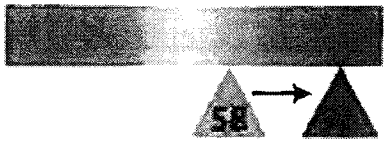
"it was surprising how quickly the energy conservations paid for themselves and all while making a positive impact on the environment"

Mr. Purmort expressed a strong interest in sustaining the EPA Energy Star rating of 93, looking at the possible installation of solar applications in the near future. In 2014 CMI celebrated $1,000,000 in energy savings.

Energy Spend per sq. ft.



Energy Star Rating



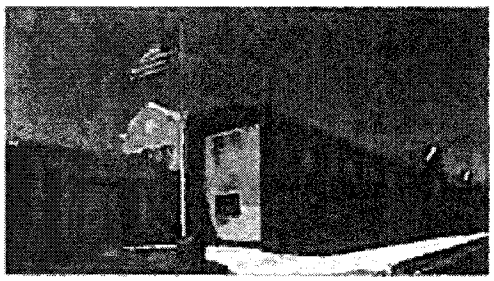
Waibel Energy Systems, 815 Falls Creek Dr. Vandalia OH 45377
937-264-4343 www.WaSavEnergy.net

On Board Energy Initiative 2014-2015

*ESA values of $10k, $15k, and $20k determined by capacity were initiated in 32 districts with 50% of costs covered by a DP&L Energy Service Rebate

Milton-Union Exempted Village Schools

- ESA Guarantee: $10,000
- School Buildings: 1
- Primary System Type: Chillers, AHUs, VAVs, TES
- Project Completion: 9 / 12 Months
- Current Electric Avoidance: 56,261 kWh
- Total Cost Avoidance YTD: $8,898



Energy Star Performance

Sep 2014

90

ENERGY STAR® Score[1]

Jun 2015

93

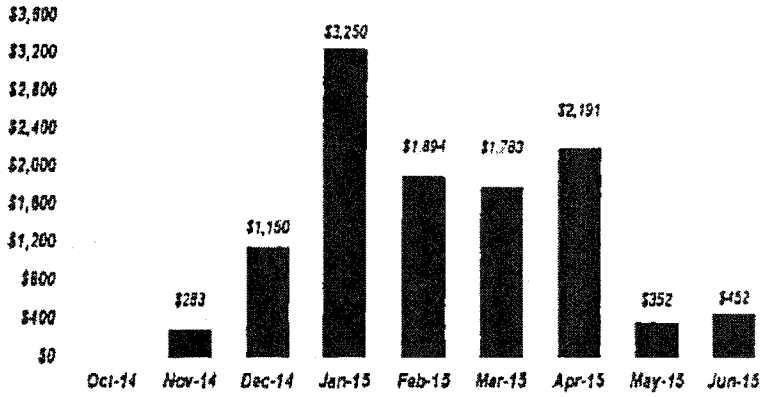
ENERGY STAR® Score[1]

Southwestern Ohio EPC Districts 2013-2014 Benchmark	$/ft²	Site kBtu/ft²
5th Percentile	$0.73	43
25th Percentile	$0.90	56
50th Percentile	$1.08	68
75th Percentile	$1.27	82
95th Percentile	$1.69	116

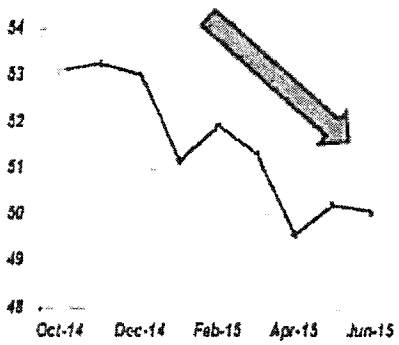
Metric	Baseline (Sep 2014)	Current (Jun 2015)	Target Score*	Energy Star Property*	Median Property*
ENERGY STAR score (1-100)	90	93	96	75	50
Source EUI (kBtu/ft²)	103.9	98.3	90.5	129.2	161.5
Site EUI (kBtu/ft²)	53.3	49.7	45.8	65.4	81.7
Source Energy Use (kBtu)	22,534,912	21,311,095	19,610,099	28,015,265	35,006,740
Site Energy Use (kBtu)	11,563,128	10,779,757	9,919,345	14,170,917	17,707,403
Energy Cost ($)	$186,125.65	$164,768.00	$143,296.76	$204,715.79	$255,804.50
Cost Intensity ($/ft²)	$0.86	$0.76	$0.66	$0.94	$1.18
Total GHG Emissions (Metric Tons CO2e)	1,349	1,279	1,177	1,682	2,101
# Passenger Vehicles GHG Emissions Equiv.	284	269	248	354	442

*To compute the metrics at the target and median levels of performance, we will use the fuel mix associated with your property's current energy use.

Monthly Cost Avoidance



Site kBtu/ft²



On Board Energy Initiative 2014-2015

*ESA values of $10k, $15k, and $20k determined by capacity were initiated in 32 districts with 50% of costs covered by a DP&L Energy Service Rebate

Standard ECMs implemented if applicable and not already in place:

- *Static pressure reset or critical zone reset*
- *Discharge air temperature reset based on zone deviation*
- *Chilled water reset based on chilled water valve position*
- *Hot water reset based on hot water valve position*
- *Hot water seasonal enable setpoints*
- *Ensure chillers, boilers, hot water and chilled water pumps are turning off when building is unoccupied*
- *Ensure schedules match actual building occupancy and use, especially during holidays, closures, and summer/winter break; break out schedules if necessary*
- *Global zone setpoints*
- *Ensure applied and unitary equipment are not cycling or staying on in night heat or cool*
- *Ensure applied and unitary equipment are not cycling in dehumidification mode*

Detailed Energy Conservation Measures and Services

School District: Milton-Union Exempted Village Schools

- *Implemented secondary chilled water pressure reset based on chilled water valve position. This enables the secondary pumps to reduce speed when AHU CWVs are more closed than open.*
- *In ice only mode, instead of varying hx capacity to maintain secondary setpoint, we fully open hx/ice valves and then vary pump speed to attain the required secondary temp. This minimizes bypass and reduces water flow to save pump energy.*
- *Implemented chilled water reset based on AHU chilled water valve position instead of OAT. This change enables the chilled water valves to remain more open and better matches chiller capacity to building load.*
- *Implemented programming to prevent ice build if ice level is > 80% and current or next day's forecast high is < 80F. This will prevent unnecessary starts and energy expended by chillers attempting to build ice during mild weather.*
- *3 CW primary pumps originally ran entire ice build period (9pm-430am) even though chillers can terminate ice build much earlier than 430am. Implemented programming that disables primary pumps when chiller mode switches out of ice build.*
- *Boilers were not disabling even though secondary pumps were off and plant was supposed to be disabled. Programming was added to ensure the boilers disable correctly.*
- *3 CW primary pumps would run if the building was occupied even though the OAT was below the enable setpoint. Programming was improved to require both occupancy and the OAT be greater than the enable setpoint for pump operation.*
- *Improved AHU 10 DAT and Min OA Flow Setpoint. Originally the unit would cycle between 55 F and 95 F DAT. Unit now follows a reasonable DAT and utilizes an OA Min Flow Reset Schedule to minimize OA.*
- *Implemented unoccupied HWV control for all AHUs to maintain MAT of 70F instead of automatically opening HWV 100% under freeze protection.*
- *Occupied and Unoccupied Boiler Enable Setpoints Implemented: Boiler plant enables if OAT less than 60 F and at least 1 AHU is occupied. Additionally, Boiler Plant enables if OAT less than 43 F for freeze protection.*

**Active Schedule Management (Joint Venture with District Staff) was successfully employed at this districts which helped ensure all major equipment was unoccupied for holidays, snow days, vacation periods, and all remaining unoccupied times.*

On Board Energy Initiative 2014-2015

*ESA values of $20k, $15k, and $20k determined by capacity were initiated in 32 districts with 50% of costs covered by a DP&L Energy Service Rebate

Standard ECMs implemented if applicable and not already in place:

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- *Discharge air temperature reset based on zone deviation*
- *Chilled water reset based on chilled water valve position*
- *Hot water reset based on hot water valve position*
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Administrative Service Center
621 Mount Vernon Road
Newark, OH 43055
740-670-7000
www.newarkcityschools.org

March 18, 2016

To Whom It May Concern:

As Supervisor of Maintenance, Buildings and Grounds for Newark City Schools, I started working with Waibel Energy Systems in the beginning of our 10 year District renovation project. This project included building 6 new buildings and the complete remodel of 6 existing buildings. Waibel was introduced to us through a bid process to install and maintain a Global, Web based, Tridium Platform for our District HVAC systems.

Throughout the process of this integration, Jason Day and his Waibel Energy crew proved to us their ability to do quality work, along with always working towards our best interest. Multiple times they helped us solve many of the integrating issues that were not necessarily Waibel's problems to deal with.

Because of Waibel's dedication in working with us, we have again contracted them to replace multiple HVAC controllers within several buildings. In doing so, it has significantly enhanced our building controls with more efficient boiler, chiller and air handler control, along with a significant operating cost savings.

Our decision to work with Waibel Energy has proved to be very beneficial to Newark City Schools. I appreciate their dedication, reliability and honesty and would highly recommend Waibel Energy for any similar needs. Their work has exceeded our expectations and has helped us maintain and improve our HVAC systems.

Sincerely,

Larry Williams
Supervisor of Maintenance, Buildings and Grounds
Newark City Schools

BEAVERCREEK CITY SCHOOLS

3040 Kemp Road, Beavercreek, OH 45431 • www.beavercreek.k12.oh.us • Phone: (937) 426-1522 • Fax: (937) 429-7517

March 1, 2016

To: Whom It May Concern

From: Dr. Bill McGlothlin, Superintendent

Re: Waibel Energy Systems Letter of Reference

Please accept this letter as my recommendation for Waibel Energy Systems, 815 Falls Creek Drive, Vandalia, Ohio 45377.

The Beavercreek City School District includes 12 school buildings, a transportation/maintenance service center and a district central office. The district has nearly 1.2m square feet of facilities. Of course, energy conservation is an ongoing concern.

The district contracted Waibel Energy Systems to monitor and assist with the regulation of the HVAC system at the high school, which is nearly 300,000 square feet in size and houses approximately 2,000 students and staff members. The results have exceeded our expectations and we are contracting additional energy conservation services for other district school buildings.

The district has experienced an initial cost savings of nearly $200,000 and we expect the savings to be maintained over time. In addition, Waibel has successfully addressed long standing humidity and comfort issues. The Waibel team members are professional, extremely knowledgeable, and easy to work with, regardless of the issue they are addressing.

It is without hesitation that I recommend Waibel Energy Systems for your energy conservation needs. If you have any questions, please contact me.

Letter of Recommendation: City of Springfield

CITY SERVICE CENTER
2100 Lagonda Avenue, Springfield, Ohio 45503
(937) 525-5800
FAX: (937) 324 - 7733

March 8, 2008

Dear Springfield City School Board,

I am writing this letter for the Springfield City School District as a recommendation to work with Waibel Energy Systems and Mr. Greg Smith.

The City of Springfield has worked with Waibel Energy Systems, formerly Dayton Trane, for the past 9 years. During this time period, we have implemented numerous capital projects and two major renovation projects that included significant energy conservation results (over $184,000 of annual savings) for the City of Springfield.

Waibel Energy Systems have continued to stand behind their products and workmanship during and after the completion of these projects. The difference between Waibel Energy Systems and their competitors is the dedicated associates and commitment to customer satisfaction.

I recommend Waibel Energy Systems and Mr. Greg Smith not only as the Director of facilities of the City of Springfield, but also as a resident and taxpaying citizen for the Springfield City School District.

Please feel free to contact me if you have any further questions.

Sincerely,

Mr. Steven Hazlett
Director of Facilities
City of Springfield

AN EQUAL OPPORTUNITY EMPLOYER

Letter of Recommendation: Miamisburg City Schools

Miamisburg City Schools
540 E. Park Avenue
Miamisburg, OH 45342
(937) 866 3281
Fax (937) 865 5230

Administrative Team

Hedjing Whitehead
Superintendent

Tammy Leach
Treasurer/CFO

Marcia Watts,
Asst.Superintendent/
Pupil Services

Scott Gilbert
Director of Business

Steve Herman, Director
Human Resources

Cheryl Smith, Director
Assessment and Support

Pat Wood, Director
Miamisburg Secondary
Academy

Xenia Community School District
578 East Market Street
Xenia, Ohio 45385

Xenia Community School District

The Miamisburg School District has worked with Walbel Energy Systems (formerly Dylane Trane) for some several years. During this time period, Walbel Energy Systems has successfully worked with the District in identifying and successfully implementing energy conservation project along with implementing a district mechanical service agreement for maintaining mechanical systems.

The mechanical upgrade projects were awarded to Walbel using a national purchasing cooperative agreement (TCPN) which competitively bids and awards contracts. Utilization of the TCPN is in compliance with meeting the state procurement procedures associated with awarding contracts to vendors.

The success of any project is overall in the quality of the equipment and installation but also in the overall relationship after the installation. Walbel Energy Systems has continued to work collectively with district personnel on training and Walbel Energy Systems continues to stand behind their products and workmanship. Walbel Energy Systems personnel has always been professional and been committed to working with the district to ensure quality is met.

It is my opinion Walbel Energy Systems has earned the respect of the Miamisburg City School district by continuing to be committed to ensuring excellence of operation and service for our district.

Should you have any questions regarding our professional relationship with Walbel Energy Systems please feel free to contact me.

Sincerely,

Scott Gilbert

Scott Gilbert
Director of Business
Work Phone: 937-247-0081
Cell: 513-708-7861

Cc:

Letter of Recommendation: Springfield City Schools

Springfield
CITY SCHOOLS
Every Student | Every Opportunity | Every Day

February 29, 2012

Several years ago I recognized the possibility that an excess amount of money was being spent on utilities in our district. I started talking to control companies about our new facilities and what could be done to close the gap on the amount of Kilowatt Hours and BTUs needed to run the buildings efficiently, versus what was actually being used.

I started conversations with three control companies and of the three, I found Walbel Trane to be the most open and sincere about what they could do.

Walbel Trane has continued through the process during the past several years, to do everything they said they would do. We use Walbel Trane to help control, monitor and pinpoint possible issues. With the continued assistance of Walbel Trane, we saved over $600,000.00 last year in utility costs.

Both projects were completed as part of HB 264 projects and all numbers have been verified by a third party.

Please feel free to contact me if you have any further questions.

Larry Heskins
Supervisor of Maintenance and Coordinator of Construction

Business Operations / 651 East Home Road / Springfield, Ohio 45503 / 937.505.2847 / fax 937.342.0197 / www.sps.k12.oh.us

Letter of Recommendation: West Carrollton School District

West Carrollton School District

430 East Pease Avenue, West Carrollton, Ohio 45449
Phone: 937-859-5121 ♦ FAX: 937-859-5250
www.westcarrollonschools.com

March 12, 2008

To Whom It May Concern:

West Carrollton Schools began working with Waibel Energy Systems - Dayton Trane in October, 2006, when they put together a H.B. 264 proposal and presented it to our Board of Education. The concept of being able to address needed facility upgrades and be able to pay for it from the energy savings was extremely enticing.

We have spent the last year and a half closely working with Waibel on a 2.8 million dollar project. We have the highest of respect and trust for the Waibel staff. While we are in the final stages of implementing the project, we have every confidence that Waibel will be able to deliver what they projected.

Currently, West Carrollton Schools has asked Waibel to do an in depth study of all district facilities to determine where other opportunities exist to utilize another H.B. 264 project. West Carrollton Schools would not hesitate to recommend Waibel Energy Systems - Dayton Trane. If you should have any questions, feel free to contact me at (937) 859-5121, ext. 1116.

Sincerely,

Dana L. Green

Dana L. Green
Business Manager
West Carrollton City Schools

Ohio Award for Excellence

Superintendent Rusty Gilford, Ph.D. ♦ Treasurer Ryan Stone
Assistant Superintendent Lawrence Campbell, Ph.D. ♦ Business Manager Dana Green
Special Education Director Melissa Thies ♦ Gifted Coordinator/Elementary Curriculum Director Suzette
Board of Education Members
Debbie Bobbitt ♦ Pamela Gillette ♦ Doug Jones ♦ Lucia Miller ♦ Tom Vest

On Board Energy Initiative 2014-2015

*ESA values of $10k, $15k, and $20k determined by capacity were initiated in 32 districts with 50% of costs covered by a DP&L Energy Service Rebate

Standard ECMs implemented if applicable and not already in place:

- *Static pressure reset or critical zone reset*
- *Discharge air temperature reset based on zone deviation*
- *Chilled water reset based on chilled water valve position*
- *Hot water reset based on hot water valve position*
- *Hot water seasonal enable setpoints*
- *Ensure chillers, boilers, hot water and chilled water pumps are turning off when building is unoccupied*
- *Ensure schedules match actual building occupancy and use, especially during holidays, closures, and summer/winter break; break out schedules if necessary*
- *Global zone setpoints*
- *Ensure applied and unitary equipment are not cycling or staying on in night heat or cool*
- *Ensure applied and unitary equipment are not cycling in dehumidification mode*

Detailed Energy Conservation Measures and Services

School District: Milton-Union Exempted Village Schools

- *Implemented secondary chilled water pressure reset based on chilled water valve position. This enables the secondary pumps to reduce speed when AHU CWVs are more closed than open*
- *In ice only mode, instead of varying hx capacity to maintain secondary setpoint, we fully open hx/ice valves and then vary pump speed to attain the required secondary temp. This minimizes bypass and reduces water flow to save pump energy.*
- *Implemented chilled water reset based on AHU chilled water valve position instead of OAT. This change enables the chilled water valves to remain more open and better matches chiller capacity to building load.*
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- *Occupied and Unoccupied Boiler Enable Setpoints Implemented. Boiler plant enables if OAT less than 60 F and at least 1 AHU is occupied. Additionally, Boiler Plant enables if OAT less than 43 F for freeze protection.*

**Active Schedule Management (Joint Venture with District Staff) was successfully employed at this districts which helped ensure all major equipment was unoccupied for holidays, snow days, vacation periods, and all remaining unoccupied times.*

WAIBEL
ENERGY SYSTEMS

Customer Highlights - Waibel Energy Systems

Waibel Energy Systems: With a Service Staff of 40 Technicians along with our in house Staff of Engineers and Energy Consultants, we have developed some notable projects in the Dayton area. These projects range in size and complexity and we are proud to be associated them!

Springfield City Schools - $2.5M Energy Savings Project

The Springfield City School District began working with Waibel Energy Systems HVAC maintenance department over 12 years ago. The relationship began after the successful installation of Trane equipment and controls were successfully installed in eight (8) of the district OSFC funded schools. The performance provided by the Waibel Energy Systems HVAC permitted the Waibel team of associates the opportunity to present an energy performance agreement to the Springfield School District in 2009. The first HB 264 contract included the installation of high efficient lighting, variable frequency drives, solar panels, real time metering of electric and gas, commissioning the existing mechanical and control systems, CO2 demand ventilation controls and boiler control along with integration and web based upgrades for the pre existing Trane and Johnson Control building automation systems. This HB 264 program included fourteen (14) schools and cost the district nearly 3 million dollars to be paid across a fifteen (15) year period. The program was so successful at meeting energy saving targets that three (3) more building were added, and an additional 1 million dollars was spent. To date the project has saved the district over $600,000 in electric and natural gas consumption over twelve (12) month period, we continue our relationship with a Waibel Energy Services mechanical service agreement district wide. We currently monitor and operate each of their 14 school buildings each day.

Contact: Larry Haskins, Facilities Manager 1-937-505-2846

Miamisburg City Schools - $1.6M HVAC and Energy Conservation Project

Our relationship with Miamisburg Schools began about 12 years ago. We began by providing basic HVAC Preventative Maintenance for them. Since that time nearly 500,000 square feet of new Schools have been built using our Trane and BuildingLogiX Control Systems. Miamisburg has come to depend on Waibel for their HVAC needs. We currently are in the middle of a complete HVAC System replacement at Bauer Elementary School. This is a sole source project utilizing the Texas Cooperative Purchasing Network as the procurement tool. This project is currently 1.6M.
In addition, we provide a Full Maintenance Agreement which assures the District that their costs for HVAC Systems Repair and Maintenance is firmly established with no additional surprises.

Contact: Scott Gilbert, Business Manager (937-866-3381)

West Carrolton City Schools - 4.5M HVAC Equipment, Controls and Energy Savings

Like many Schools, West Carrolton was facing aging equipment and increasing Energy Costs. Waibel was consulted to evaluate the Schools and make a recommendation. We were able to bundle new Trane Equipment along with our Trane and BuildingLogiX control products to deliver a complete turn key solution. We also organized an Energy Savings Celebration on Earth Day with the students. We were able to work with local contractors and Home Depot to plant some flowers and create mulch beds outside the facilities. Our effort shave resulted in $ 500,000.00 per year annual energy savings.

Contact. Jack Haag, Facility Manager (937-859-5121), ext. 8901

Centerville City Schools – 1.0M New System Installation, Preventative Maintenance

We have provided a significant amount of Trane Equipment and Controls to Centerville City Schools. We currently provide Preventative Maintenance Services on their Equipment and Controls. We have had a long term relationship with them.

Contact: Bob Yux, Business Manager (937-438-6030)

New Knoxville Local Schools – Maintenance Contract

Waibel Energy Systems has been providing HVAC related service to this district located in West Central Ohio for nearly 10 years. The district consists of one school housing grades K-12, the Waibel Energy Services relationship began as a mechanical service agreement than grew into a proactive heating and air condition monitoring service with alarms being generated set from the district to the Waibel Energy System on call pager. These services were approved by the school district upon the successful completion of the OSFC project, which included Trane equipment and building automation with BuildingLogiX web based applications in 2009.

Contact: Kim Waterman, Superintendent (419-753-2431)

Fort Recovery Local Schools – Preventative Maintenance

Fort Recovery Local School has been a service agreement customer for nearly 13 years. Waibel Energy Systems involvement began with a mechanical service agreement at the high school and than was expanded when Waibel Energy Systems was awarded the OSFC project to sell Trane mechanical equipment and Trane building automation systems to the K-8 school. It was because of Waibel Energy Systems service performance that allowed our participation in the energy conservation project recently completed by the district. Waibel Energy Systems role in this successfully completed project included completing upgrades to the Trane controls at the middle school to Waibel Energy Systems BuildingLogiX web based application, commissioning mechanical and control systems at both the high school and middle school and lastly making needed repairs on hot and chilled water pumps at the K-8 school.

Contact: Kurt Wendel (419-375-4139)

Central Mutual Insurance – 4.0M Equipment, Energy Savings and Maintenance

Central Mutual's Headquarters went through a 175,000 square feet expansion in 2006 and looked to Waibel to help provide the design along with Trane Equipment and Controls. This consisted of 18 Air Handling Units, 2 Trane Water Chillers and Web Based Controls. The total project cost was approximately 4,000,000.00.At the completion of the project, we were awarded the Preventative Maintenance on the new system. While working with the system, Waibel was able to engage the efforts of our Energy Services Team. Central Mutual had a long standing Energy Spend that exceed $ 2.00 per sq ft. Through the efforts of our team we were able to work with the existing Control System to reduce the Energy Spend to around $1.10 per sq.ft. This savings totals nearly $ 250,000.00 per year. We were recently instrumental in achieving an Energy Star recognition for the facility. Bill Purmort, President and Chairman of the Board at Central Mutual Insurance explained "it was surprising how quickly the energy conservation paid for themselves and all while making a positive impact made on the environment" Mr. Purmort expressed a strong interest in sustaining the EPA Energy Star rating of 93, looking at the possible installation of solar applications in the near future. In 2014 CMI celebrated energy savings of $1,000,000.

Contact: Dan Cramer, Maintenance Manager (419-238-5551)

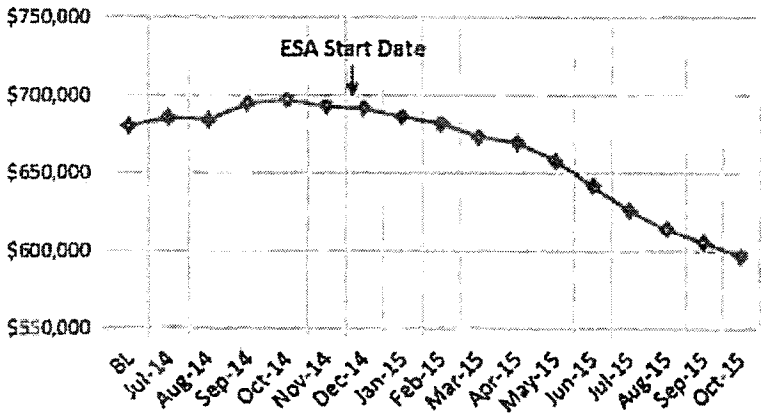
On Board Energy Initiative 2014-2015

School District: Tecumseh Local Schools

- *ESA Guarantee: $20,000*
- *ESA Cost: $10,000 *after DP&L rebate*
- *School Buildings: 6*
- *Primary HVAC System Type: Chillers, Boilers, AHUs, VAVs*
- *Baseline Period: Jul'13 – Jun'14*
- *Project Period: Dec'14 – Nov'15*
- *BL Elec. Consumption: 5,585,107 kWh*
- *BL NG Consumption: 28,177 mmBtu*
- *Current Elec. Savings: 575,434 kWh*
- *Current NG Savings: 5,496 mmBtu*
- *Total Utility Cost Savings: $83,215*
- *Potential DP&L Elec. Rebate: $15,000*

**Applies only to New Carlisle & Park Layne*

Tecumseh Weather Normalized Annual Utility Cost

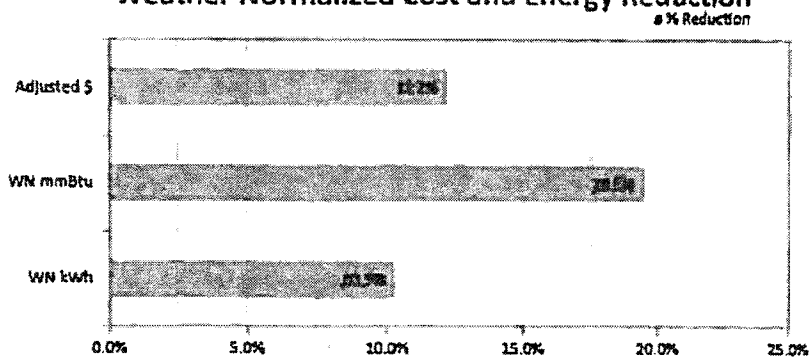


"On Board" was a program developed in an effort to help school districts affiliated with the Southwestern Ohio EPC reduce a major contributor of their operating costs—energy. The initiative is a collaborative project developed by Southwestern Ohio EPC, Waibel Energy Systems or WES, and Dayton Power and Light or DP&L.

The first phase of "On Board" was a study aimed to provide schools with a perspective on their energy performance and how they compared to their peers. In that phase, 78 school districts with DP&L electric service were targeted for an energy study. Over 300 buildings were benchmarked, representing over 27 million dollars in annual utility costs. Based on phase 1 results, several districts were identified that would benefit from an Energy Services Agreement (ESA). These agreements are a cooperative effort between WES and the district to reduce energy costs within a calendar year. 32 ESAs were established and represent the second phase of the "On Board" program. DP&L incentivized phase 2 by offering a rebate for half of the cost of the agreement. As a result, DP&L paid over $300,000 in rebates to school districts participating in phase 2.

Tecumseh schools signed up for an ESA guaranteeing a reduction in utility cost of $20,000. WES and Tecumseh Schools worked together throughout 2015 to implement several energy conservation measures (ECMs) that reduced both electric and gas consumption without impacting comfort. A significant source of energy use in Tecumseh Schools is Air Handling Units (AHUs). WES implemented programming which enabled these AHUs to better match airflow demands and as a result slow their fan speed.

Weather Normalized Cost and Energy Reduction



Additionally, WES implemented programming for the AHUs that prevented simultaneous heating and cooling – a significant inefficiency.

With these measures and additional low cost changes, the district has been able to reduce their typical annual energy cost 12% or by roughly $80,000. Additionally, DP&L is offering a rebate of 10 cents per kilowatt-hour saved for New Carlisle and Park Layne Elementary. The projected rebate is upwards of $15,000. In total, the district will have secured $95,000 by investing $10,000 in an ESA with Waibel Energy Systems.

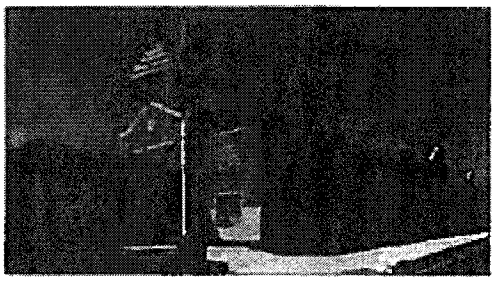
WAIBEL ENERGY SERVICES

On Board Energy Initiative 2014-2015

*ESA values of $10k, $15k, and $20k determined by capacity were initiated in 32 districts with 50% of costs covered by a DP&L Energy Service Rebate

Milton-Union Exempted Village Schools

- ESA Guarantee: $10,000
- School Buildings: 1
- Primary System Type: Chillers, AHUs, VAVs, TES
- Project Completion: 9 / 12 Months
- Current Electric Avoidance: 56,261 kWh
- Total Cost Avoidance YTD: $8,898

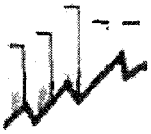


Energy Star Performance

Sep 2014

90

ENERGY STAR® Score[1]



Jun 2015

93

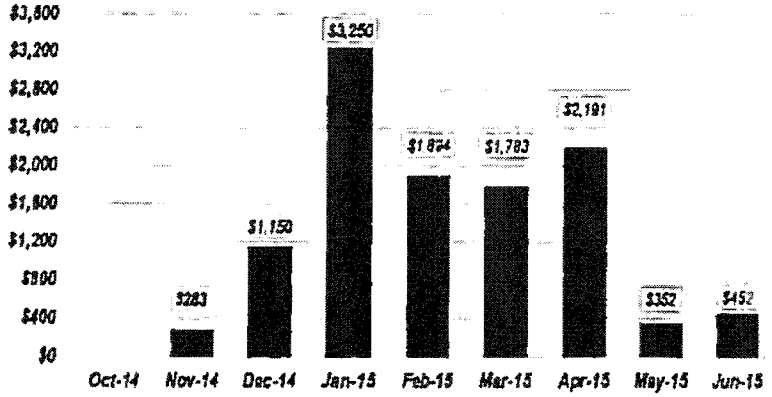
ENERGY STAR® Score[1]

Southwestern Ohio EPC Districts 2013-2014 Benchmark	$/ft²	Site kBtu/ft²
5th Percentile	$0.73	43
25th Percentile	$0.90	56
50th Percentile	$1.08	68
75th Percentile	$1.27	82
95th Percentile	$1.69	116

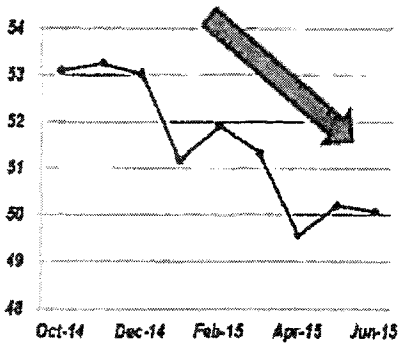
Metric	Baseline (Sep 2014)	Current (Jun 2015)	Target Score*	Energy Star Property*	Median Property*
ENERGY STAR score (1-100)	90	93	96	75	50
Source EUI (kBtu/ft²)	103.9	98.3	90.5	129.2	161.5
Site EUI (kBtu/ft²)	53.3	49.7	45.8	65.4	81.7
Source Energy Use (kBtu)	22,534,912	21,311,095	19,610,099	28,015,265	35,006,740
Site Energy Use (kBtu)	11,563,128	10,779,757	9,919,345	14,170,917	17,707,403
Energy Cost ($)	$186,125.65	$164,768.00	$143,296.76	$204,715.79	$255,804.50
Cost Intensity ($/ft²)	$0.86	$0.76	$0.66	$0.94	$1.18
Total GHG Emissions (Metric Tons CO2e)	1,349	1,279	1,177	1,682	2,101
# Passenger Vehicles GHG Emissions Equiv.	284	269	248	354	442

*To compute the metrics at the target and median levels of performance, we will use the fuel mix associated with your property's current energy use.

Monthly Cost Avoidance



Site kBtu/ft²



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Detailed Energy Conservation Measures and Services

School District: Milton-Union Exempted Village Schools

- *Implemented secondary chilled water pressure reset based on chilled water valve position. This enables the secondary pumps to reduce speed when AHU CWVs are more closed than open.*
- *In ice only mode, instead of varying hx capacity to maintain secondary setpoint, we fully open hx/ice valves and then vary pump speed to attain the required secondary temp. This minimizes bypass and reduces water flow to save pump energy.*
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**Active Schedule Management (Joint Venture with District Staff) was successfully employed at this districts which helped ensure all major equipment was unoccupied for holidays, snow days, vacation periods, and all remaining unoccupied times.*

MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC
409 E. Monument Ave., Suite 400
Dayton, OH 45402
Mailing: P.O. Box 37, Dayton, OH 45401
937 228 4135 | 1 800 949 1167
Fax 937 228 9108
www.browerinsurance.com

March 17, 2016

Re: Waibel Energy Systems, Inc.
815 Falls Creek Drive
Vandalia, Ohio 45377

Ladies and Gentlemen:

Waibel Energy Systems, Inc., a client of ours for many years, has been prequalified by their surety to bond single projects up to $1.5 million with a $3 million total uncompleted work program.

All of their public and some private contracts require corporate surety bonding which is underwritten by the The Cincinnati Insurance Company of Cincinnati, Ohio. Waibel Energy Systems, Inc. has consistently performed trade obligations to subcontractors, suppliers, material men and labor in an exemplary manner. We highly recommend them to you.

Naturally, the execution of any final bonds is always subject to underwriting review, such review to include the approval of the specific terms, conditions and bond wording by the surety and our client, as well as evidence of satisfactory financing arrangements by the owner.

If we can provide any further assurances or assistance, please do not hesitate to contact me at 937-285-8262.

Sincerely,

MARSH & MCLENNAN AGENCY LLC

Katherine J. Scarberry, AFSB, CRIS
Bond Account Manager

BROWER
a Marsh & McLennan Agency LLC Company

A Sweet Solution

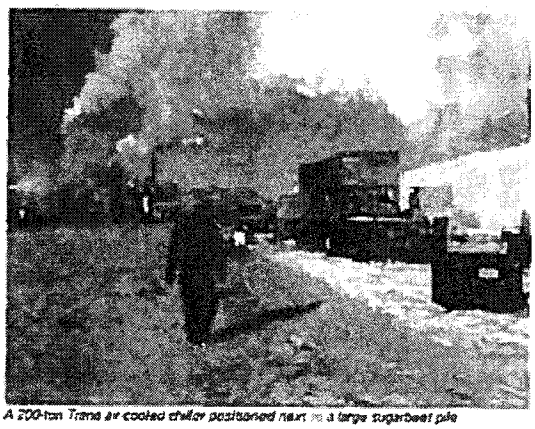
American Crystal Sugar Company (ACSC)has improved profitability and prevented spoilage of thousands of tons of sugarbeets through the use of Trane chillers and Calmac ice mats.

Challenge

Each year ACSC refines millions of tons of sugarbeets (10 million tons in 2007) into sugar. The sugarbeets are harvested each fall and placed in huge outdoor piles 880-feet long by 225-feet wide and 32-feet high. Each pile is worth approximately $5 million. The sugarbeets stay frozen throughout the sub-freezing North Dakota winter and ACSC processes these piles from September through May to refine the sugarbeets into sugar until all the piles are completed. A major factor in preserving the quality of each year sugarbeet crop is cold winter weather. However, faced with warm spring weather ACSC was concerned about a large crop and significant spoilage as sugarbeets thawed before they could be processed.

Solution

Borrowing from hockey and ice arena technology, the sugarbeets are covered with Calmac ice mats through which 10-degree glycol solution is pumped. The freezing solution is generated by ten 200- and 300-ton air-cooled chillers from Trane Rental Services. This keeps the



A 200-ton Trane air cooled chiller positioned next to a large sugarbeet pile

Building Specifications

Application
Food Processing

Project Team
- American Crystal Sugar Company
- Trane Fargo
- Trane Rental Services

TRANE

AMERICAN CRYSTAL SUGAR COMPANY

Trane Rental Services • Hillsboro, North Dakota

"We were very happy with Trane's service support and response" Dan Bernhardson, Director of Agriculture, American Crystal Sugar Company

sugarbeets frozen until ready for processing.

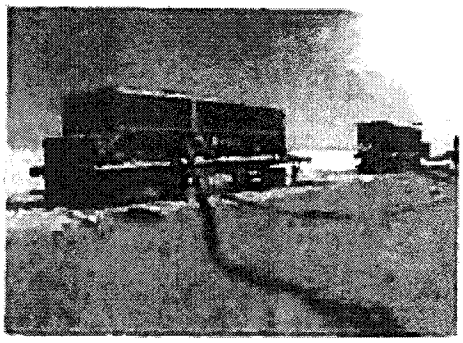
Results

Thanks to Trane rental chillers, ACSC eliminated significant spoilage and saved approximately $1 million worth of sugarbeets during the 2007 season. By working with Trane Rental Services, ACSC rents only the cooling capacity required and does not need to spend capital on permanent facilities and equipment. Dan Bernhardson, Director of Agriculture Operations for ACSC, said, "As a sugarbeet cooperative one of our biggest challenges is maintaining the sugarbeets that are in storage. The 2006 crop was the largest ever in terms of storage. Trane delivered the rental chillers on time in March, 2007,and set them up in less than optimal conditions – temperatures in North Dakota were still below zero. We finished processing the 2006 crop by the beginning of June, 2007. The savings in reduced sugarbeet spoilage were significant."

Bernhardson added, "The biggest thing is to have a good chiller technician on hand. These chillers need to be running 24 hours a day, seven days a week. After we completed the sugarbeet processing we held a debriefing meeting and Trane was already considering ways to improve their performance with next season' crop."

For more on Trane solutions, visit us at ***www.trane.com*** *and* ***www.trane.com/rentalservices***

Systems installed



Ten 200- and 300-ton air-cooled chillers from Trane Rental Services. All 10 chillers were provided with pumps, flex hose, and electrical cable.

Trane Rental Services provides temporary HVAC solutions for a variety of applications, including emergency and planned situations. As an HVAC industry leader, Trane is equipped to supply fast, reliable solutions for any occasion. Trane's modern fleet of rental air- and water-cooled chillers, air conditioners, generators and accessories are prepped and ready to ship at a moment's notice. Trane rental chillers with capacities of from a one-half ton portable cooler to thousands of tons of chilled water, are available from stocking locations in major cities across the United States, Canada, Mexico and Puerto Rico. For more information on Trane Rental Services, please call 800-755-5115 or visit www.trane.com/rentalservices

About American Crystal Sugar Company

American Crystal Sugar Company is an agricultural cooperative involved in growing and processing of sugar beets and is owned by nearly 2,900 shareholder entities in the Red River Valley of Northwestern Minnesota and eastern North Dakota. ACSC employs about 1,700 full and part time employees and is the largest beet sugar producer in the United States. ACSC operates sugar factories at Crookston, East Grand Forks, and Moorhead, Minn., Drayton and Hillsboro, N.D., and Sidney, Mont., under the name Sidney Sugars Incorporated. ACSC corporate headquarters and technical services facilities are located in Moorhead, Minnesota.

Two 300 ton Trane air-cooled rental chillers piped and ready

TRANE

Trane
A business of American Standard Companies
www.trane.com

For more information, contact your local Trane office or e-mail us at comfort@trane.com

Literature Order Number	CASE-SLX150-EN
Date	September 2007
Supersedes	New
Stocking Location	Electronic Only

Trane has a policy of continuous product and product data improvement and reserves the right to change design and specifications without notice.

© 2007 American Standard All rights reserved

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Executive Summary

- Describe the product and/or service in an outline format
- Describe the value to participating agencies
- Describe the value to TCPN
- Describe how your company would market this product and/or service through this contract
- Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- Where is the product manufactured?
- Any certifications provided?
- Where is the service performed?
- Who performs the service and what is their expertise?
- Is this a proprietary product and, if not, who is your competition?
- Provide references
- Provide case studies
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

BUILDINGLOGIX

As a Value Add, Waibel Energy Services will provide the following partners to be part of this RFP response to represent the products and services provided by Waibel Energy Services in those territories represented by these partners.

Partner Name	Address	City	State	Zip	Phone
ACCO	6265 SAN FERNANDO RD.	GLENDALE	CA	91201	(818) 244-6571
BRADY SERVICES, INC	1915 NORTH CHURCH ST.	GREENSBORO	NC	27405	(336) 378-0670
BROOKS BUILDING SOLUTIONS	4501 BEVERLY AVENUE	JACKSONVILLE	FL	32210	(904) 642-5303
CONTROL INSTALLATIONS OF IOWA, INC	6200 THORNTON AVE SUITE 190	DES MOINES	IA	50321	(515) 558-9300
CONVERGENTZ	10555 WESTPARK DR.	HOUSTON	TX	77042	(713) 266-3900
DAMUTH TRANE	1100 CAVALIERBLVD.	CHESAPEAKE	VA	23323	(757) 558-0200
DUNBAR MECHANICAL, INC.	2806 N REYNOLDS RD	TOLEDO	OH	43635-2350	(419) 537-1900
GARDINER TRANE CO	31200 BAINBRIDGE RD	SOLON	OH	44139	(440) 248-3400
GERSTER SALES & SERVICE ABSP	45 EARHART DR, STE 103	BUFFALO	NY	14221	(716) 626-1260
HARRISON ENERGY PARTNERS	1501 WESTPARK DR.	LITTLE ROCK	AR	72204	(501) 661-0621
HAYNES MECHANICAL SYSTEMS, INC	5654 GREENWOOD PLAZA BLVD.	GREENWOOD VILLAGE	CO	80111	(303) 779-0781
HUNTON TRANE SERVICES	5622 LUCE ST.	HOUSTON	TX	77087	(713) 643-8336
MASTERS BUILDING SOLUTIONS	908 STEWART ST	MADISON	WI	53713	(608) 275-7001
MECHANICAL RESOURCES GROUP	750 MELROSE AVE.	NASHVILLE	TN	37211	(615) 690-3600
OPEN CONTROL SYSTEMS	905 N CAPITOL, SUITE 200	INDIANAPOLIS	IN	46204	(317) 259-7604
SEIBERLICH TRANE	66 SOUTHGATE BLVD.	NEW CASTLE	DE	19720	(302) 395-0200
STORER EQUIPMENT CO.	504 W 67TH ST.	SHREVEPORT	LA	71106	(800) 844-4822
SUNBELT CONTROLS	6265 SAN FERNANDO ROAD	GLENDALE	CA	91201	(818) 244-6571
T.H.EIFERT MECHANICAL CONTRACTORS	3302 W. ST. JOSEPH ST.	LANSING	MI	48917	(517) 484-9944
TOTAL COMFORT SOLUTIONS, INC	346 ORCHARD DRIVE	WEST COLUMBIA	SC	29170	(803) 772-4495
TOZOUR ENERGY SYSTEMS, INC.	3606 HORIZON DRIVE	KING OF PRUSSIA	PA		(610) 962-1652
TROTTER & MORTON FACILITIES SERVICE	5799 3 ST. SE	CALGARY, AB	CANADA	t2h 1h9	(403) 255-7535

BUILDINGLOGIX

US ENGINEERING	3433 ROANOKE RD.	KANSAS CITY	MO	64111	(816) 753-6969
VULCAN HEATING & AIR COND. SER, INC.	532 MINERAL TRACE	BIRMINGHAM	AL	35224	(205) 444-9671

815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343

The EasyEnergy Program

Delivering an immediate connection to meter, environment and system data.

Identify the buildings and characteristics you want to capture data on. Connect all associated hardware. Implement a services strategy to drive the desired outcome.

EasyEnergy Enterprise Metering delivers real time energy visibility, M&V reporting and demand response high limit alarming.

EasyEnergy Environment Monitoring delivers real time comfort and environment monitoring, compliance reporting, M&V reporting, and high/low limit alarming.

EasyEnergy Commissioning Unit – RTU / AHU delivers real time system performance diagnostics, analysis, M&V reporting, and high/low limit alarming.

EasyEnergy Program Benefits:

- Easy to install
- BDX Applications hosted in BLX hosted environment
- Eliminates set up risk
- Immediate results
- Aggregation of Energy Data from multiple buildings in multiple locations on a single platform

Market Size: Any facility interested in seeing real time energy use looking to drive energy efficiencies and smart decisions on operating costs. Ideal for K-12 schools, County Buildings, Admin Facilities, Court Houses, and large public office, education, and administration buildings.

EasyEnergy WILL:

- Identify scheduling improvements
- Simplify compliance reporting
- Provide Measurement & Verification data
- Validate system optimization strategies
- Validate demand limiting strategies
- Deliver 24/7 access to real time data
- Be hosted in a secure BLX Cloud environment
- Streamline implementation and consistency in reporting

EasyEnergy Details

EasyEnergy is made up of products and technology manufactured in the United States. There are multiple components ranging from a utility meter, router, temperature and humidity sensors depending on the configuration and application it is applied. The data storage is managed by Waibel Energy Systems and BuildingLogix using either Amazon Cloud Storage or RackSpace.

There are no certifications required however thru the use of this tool the facility can track their energy star score and improve it thru smart decisions and recommendations made by Waibel or one of our partner offices.

The data collected thru the EasyEnergy device can be viewed by either the end user, Waibel Energy, a BuildingLogix partner or any combination of those three. The data review and recommendations would be done by Waibel Energy at our corporate offices in Vandalia, Ohio. Those reviews are done by certified energy manager (CEM) on our staff as well as mechanical and service system level technicians.

The software used has a copy write help by BuildingLogix and Waibel Energy Systems. The meters and other hardware devices to move the data from the building to the hosted environment is not proprietary.

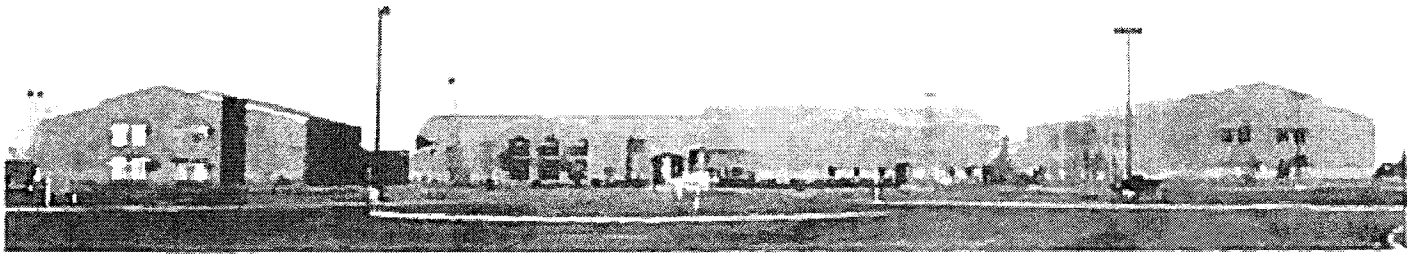
Easy Energy will be marketed thru our website communication, email introduction after award of contract, and in conjunction with our national partner network to your members.

Case Studies attached.

Client Services Case Study

Arcanum Local Schools

Arcanum, Ohio



Waibel Energy Systems makes a huge impact in reducing energy consumption by deploying BuildingLogiX technology and leveraging professional services that identify energy savings opportunities that make sense.

Arcanum Schools were spending $185,014 on utilities annually. WES implemented an Energy Services Agreement and reduced their annual utility cost by 38% in year one, saving Arcanum $69,852.

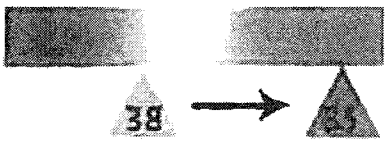
The BuildingLogiX suite of technology helped to identify opportunities around discharge air reset on air handlers, chilled water reset on chiller plant, and CO2 demand based ventilation resulting in a reduction of annual electric consumption by 33% from 1,547,256 kWh to 1,042,176 kWh.

Utility Spend Annually

Additionally, WES reduced the hours HVAC equipment operated in dehumidification mode and minimized summer boiler operation reducing annual gas consumption by 56% from 7,424 mm Btu to 3,282 mm Btu.

As a result, the building's energy cost per square foot has been reduced from $1.22 to $0.76. Furthermore, the work done by the WES team increased the building's energy star score from an average of 38 to 85.

Energy Star Rating



Summary:

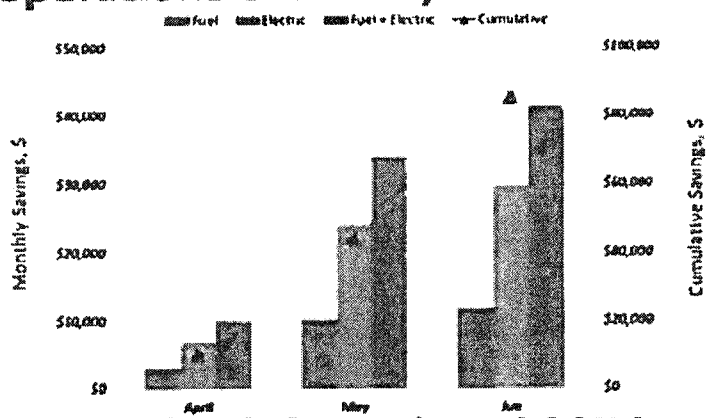
The actual annual savings for Arcanum's K-12 are:

- Annual Utility Savings - $69,852
- Annual Electric Consumption Savings – 505,080 kWh
- Annual Gas Consumption Savings – 4,142 mm Btu
- Cost of energy per square foot improved from $1.22/b2 to $0.76

BuildingLogiX 815 Falls Creek Dr. Vandalia OH 45377
937 264-4444 www.buildinglogix.net

Beavercreek Schools

- WES ESA in place
- Severe Humidity Problem
- BOS – Discovered issues collecting real data
- Modified operations of AHU's, Chillers and Boilers



Humidity issue Resolved & produced 90K in real Energy Savings

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Walbel Energy Systems
Print Name	Walbel Energy Systems
Address	815 Falls Creek Drive
City, Sate, Zip	Vandalia, Ohio 45377
Authorized signature	
Date	March 29, 2016

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date March 11, 2016

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Waibel Energy Systems
Address	815 Falls Creek Drive
City/State/Zip	Vandalia, Ohio 45377
Telephone No.	937-264-4343
Fax No.	937-264-4347
Email address	djcrosley@reane.com
Printed name	David J. Crosley
Position with company	General Manager
Authorized signature	

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect

construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by

Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

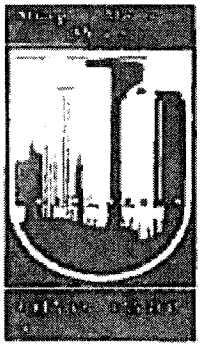
Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CITY OF DAYTON, OHIO

HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 506, Dayton OH 45422-1417

(937) 333-4[illegible] • FAX 222-1580



June 3, 2014

Dear Business Person:

Enclosed please find the City of Dayton's Affirmative Action Assurance Form. In accordance with the City of Dayton Revised Code of General Ordinances, you must file this form annually with the Dayton Human Relations Council.

After your form is reviewed, if approved, your company will remain on the Approved Bidder's List. This will enable you to do business with the City of Dayton, Dayton Public Schools and the Regional Transit Authority.

Please complete and return this form to the Human Relations Council as soon as possible. If not returned and approved, your company will be removed from the Approved Bidder's List.

If you have any questions or need additional information, please contact me at (937) 333-1430.

Sincerely,

Vicki Krupl

Vicki Krupl
Field Representative

CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL
371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc

Catherine H. Crosby
Executive Director

Board of Directors

Patricia Rickman
Chair

Amaha Selassie
Vice-Chair

Dr. Olatokunbo Awoshakin
Scotty Didier
Rev. Darryl Fairchild
Rev. Dr. Sherry Gale
Dwayne Johnson
David Larson
Kiya Patrick
Gabriela Pickett-Mosier

July 7, 2015

Waibel Energy Systems, Inc.
Mr. Robert Parker
815 Falls Creek Drive
Vandalia, OH 45377

Dear Mr. Parker:

We have received your Affirmative Action Assurance Form and determined the following:

X It is approved for one year and will expire

on June 30, 2016.

If you have any questions, please contact me at (937)333-1413.

Sincerely,

Vicki Krapf

Vicki Krapf
Senior Contract
Compliance Officer

NOTE: The above noted approval places your company on The City of Dayton's Approved Bidder's List. This does not certify your company as a Minority, Female or Small Disadvantaged Business

CITY OF DAYTON, OHIO
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Scotty Didier
Rev. Darryl Fairchild
Dwayne Johnson
Michelle Kaye
Kiya Patrick
Michael White

June 17, 2016

Waibel Energy Systems, Inc.
Mr. Robert Parker
815 Falls Creek Drive
Vandalia, OH 45377

Dear Mr. Parker:

We have received your Affirmative Action Assurance Form and determined the following:

_X_ It is approved for one year and will expire

on June 30, 2017

If you have any questions, please contact me at (937)333-1430.

Sincerely,

Vicki Krapf

Vicki Krapf
Senior Contract Compliance Officer

NOTE: The above noted approval places your company on The City of Dayton's Approved Bidder's List. This does not certify your company as a Minority, Female or Small Disadvantaged Business

CITY OF DAYTON
HUMAN RELATIONS COUNCIL
AFFIRMATIVE ACTION ASSURANCE (AAA) FORM

The City of Dayton requires an Affirmative Action Assurance form approved by the Human Relations Council for all entities that may be awarded contracts involving any expenditure or cumulative expenditures in a calendar year requiring City Commission approval. Please complete both pages of the form.

Last approved on: Month | Year

Section 1 Company Contact Information
Please type or print legibly. FEDERAL ID # 31-1258152

Sole Proprietor with no other employees? ☒ No ☐ Yes (if yes, complete Section 1 and Section 4 ONLY)

Firm Name Waibel Energy Systems

Street Address 815 Falls Creek Drive

City Vandalia State Ohio Zip 45377

Telephone Number 937-264-4343 Fax Number 937-264-4347

E-mail Address tom.brunner@waibelenergysystems.com Web Site www.waibelenergysystems.com

Commodity Codes: See Commodity Code(s) from list located online at http://www.daytonohio.gov/departments/cs/purchasing/Documents/Vendor%20Application%20Commodity%20List.pdf and enter as many codes as needed separated by commas (i.e. 22222, 33333, 44444)

03103, 03199

Section 2 Company Profile

1.	Does your firm have a written affirmative action policy?	☒ Yes (attach a copy)	☐ No
2.	If not, would you accept the attached sample as your policy?	☐ Yes (see sample)	☐ No
3.	Is your firm 51% or more owned by minority persons?	☐ Yes	☒ No
4.	Is your firm 51% or more owned by female persons?	☐ Yes	☒ No

Section 3 Company Workforce Size
Number of employees (Check one) ☐ 2-49 ☒ 50+

Section 4 Authorized Signature
The undersigned authorized representative of the company hereby agrees that a program of affirmative action will be maintained to implement its nondiscrimination policy in doing business with the City of Dayton as described in the City of Dayton Revised Code of General Ordinances (RCGO) Sections 35.14, 35.15 and 35.16 and that the information contained herein is true and correct.

Robert Parker — PRINTED NAME
06/12/2015 — DATE
SIGNATURE
CFO — TITLE (Authorized Person Only)

DO NOT WRITE BELOW THIS LINE

APPROVED ☐ DISAPPROVED ☐

COMMENTS:

DATE (Print and Sign Your Name For) HUMAN RELATIONS COUNCIL

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Waibel Energy Systems

Street: 815 Falls Creek Drive

City, State, Zip Code: Vandalia, Ohio 45377

Complete as appropriate:

I L. D. Waibel, certify that I am the sole owner of Waibel Energy Systems, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.
OR:

I L. D. Waibel, a partner in Waibel Energy Systems, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.
OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
NONE (No other partners with 10% or more)		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3-23-16
Date

L D Waibel
Authorized Signature and Title

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2016 by and between National Cooperative Purchasing Alliance ("NCPA") and Waibel Energy Systems ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2016, referenced as Contract Number 02-45, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HVAC Equipment, Installation, Service, & Related Products (Supplement)

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's

obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at facilities.reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the

responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount	Registered Vendor Quotation #
					Total

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and

accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	Waibel Energy Systems
Name:	Matthew Mackel	Name:	Dave Crosley
Title:	Director, Business Development	Title:	General Manager
Address:	PO Box 701273 Houston, TX 77270	Address:	815 Falls Creek Drive Vandalia, Ohio 45377
Signature:		Signature:	
Date:	October 1, 2016	Date:	March 29, 2016

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is http://www.ncpa.us/Facilities/Register)

***Click on NCPA Logo in center of page and a form will pop up.**
*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date:	March 29, 2016
RFP Number:	05-16
Company Name:	Waibel Energy Systems
Printed Name:	David Crosley
Signature:	

Tab 1 – Master Agreement General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is

conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.

- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

- Best Price Guarantee
  - The awarded vendor agrees to provide pricing to Region 14 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
  - The awarded vendor agrees to lower the cost of any product purchased through NCPA following a reduction in the manufacturer or publisher's direct cost.
  - The awarded vendor agrees all prices, terms, warranties, and benefits granted by the vendor to Members through this contract are comparable to or better than the equivalent terms offered by vendor to any present customer meeting the same qualifications or requirements.
- Warranty
  - Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
  - Administrative Fee

  - All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.

  - The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

- Audit rights
  - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of

three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Licenses and Duty to keep current licenses
  - Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service

requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the

other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage

  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Miscellaneous

  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Cancellation for Non-Performance or Contractor Deficiency

  - Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.

- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

  - Providing material that does not meet the specifications of the contract;
  - Providing work and/or material that was not awarded under the contract;
  - Failing to adequately perform the services set forth in the scope of work and specifications;
  - Failing to complete required work or furnish required materials within a reasonable amount of time;
  - Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;

- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

- Cancellation for Conflict of Interest

  - Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

- Registered Sex Offender Restriction

  - Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

- Contract's Employment Eligibility

  - By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the awarded vendor.

- Terrorism Country Divestments

  - Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

- Fingerprint Checks

  - If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

- Indemnification

  - Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the

respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions

- Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14ESC.

- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $2,500,000+ dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and

restocking policies and applicable fees, average Fill Rate, shipping charges and other)

- Competitive Level of Pricing for vendor's available products and services
- Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
- Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
- Other factors relevant to this section as submitted by the responder(s)

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer

- References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector

- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Waibel Energy Systems
Address	815 Falls Creek Drive
City/State/Zip	Vandalia, Ohio 45377
Telephone No.	937-264-4343
Fax No.	937-264-4347
Email address	Dave.Crosley@buildinglogix.net
Printed name	David Crosley
Position with company	General Manager
Authorized signature	

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 1st, 2016

Waibel Energy Systems
ATTN: David Crosley
815 Falls Creek Drive
Vandalia, OH 45377

Dear David:

Region XIV Education Service Center is happy to announce that Waibel Energy Systems has been awarded an annual contract for HVAC Equipment, Installation, Service & Related Products (Supplement) based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31st, 2017. The contract can then be renewed annually for an additional four years, if mutually agreed on by Region XIV ESC and Waibel Energy Systems

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid
Region XIV, Executive Director

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Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, July 10th, 2017

Waibel Energy Systems
ATTN: David Crosley
815 Falls Creek Drive
Vandalia, OH 45377

Re: Annual Renewal of NCPA contract #02-45

Dear David:

Region XIV Education Service Center is happy to announce that Waibel Energy Systems has been awarded an annual contract renewal for HVAC Equipment, Installation, Service, & Related Products (Supplemental) based on the proposal submitted to Region XIV ESC.

The contract will expire on August 31st, 2018, completing the second year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid

Ronnie Kincaid
Region XIV, Executive Director

(9)

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Friday, June 1st, 2018

Waibel Energy Systems
ATTN: David Crosley
815 Falls Creek Drive
Vandalia, OH 45377

Re: Annual Renewal of NCPA contract #02-45

Dear David:

Region XIV Education Service Center is happy to announce that Waibel Energy Systems has been awarded an annual contract renewal for HVAC Equipment, Installation, Service, & Related Products (Supplemental) based on the proposal submitted to Region XIV ESC.

The contract will expire on August 31st, 2019, completing the third year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid

Ronnie Kincaid
Region XIV, Executive Director

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Brooks Building Solutions, Inc
Print Name	Hugh N. Jenkins
Address	4501 Beverly Avenue
City, Sate, Zip	Jacksonville, Florida 32210
Authorized signature	
Date	November 1, 2016

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date November 1, 2016

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Brooks Building Solutions, Inc
Address	4501 Beverly Avenue
City/State/Zip	Jacksonville/Florida/32210
Telephone No.	904-642-5303
Fax No.	904-641-8722
Email address	njenkins@brookssolutions.net
Printed name	Hugh N. Jenkins
Position with company	President
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

April 24, 2019

Re: **Brooks Building Solutions, Inc.**

To Whom This May Concern,

It is the intent of Nielson, Wojtowicz, Neu and Associates, as agent and United States Surety Company, as Surety Company, to provide bid and/or 100% performance and payment bonds on behalf of Brooks Building Solutions, Inc. for various projects.

They currently have a bond program into the $4,000,000 single project / $8,000,000 aggregate range, and we would certainly entertain higher limits if the need ever arose.

We hope the above demonstrates our utmost confidence in Brooks Building Solutions, Inc. We hold them in the highest regards with respects to both character and expertise.

As always, United States Surety Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, SBA Guarantee, and project financing. We assume no liability to any Obligee, Brooks Building Solutions, Inc. or their affiliates if for any reason we do not execute such bonds.

United States Surety Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A++ XV by A.M. Best Company.

Very truly yours,
Nielson, Wojtowicz, Neu & Associates

Jessica P. Reno
Producer

SMARTLY UNCOMPROMISING TIMELY EFFECTIVE NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE

ST. PETERSBURG
1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
P: 727.209.1803 F: 727.209.1335
ASHEVILLE
66 Elizabeth Place, Asheville, NC 28801
P: 828.505.7431
www.nielsonhoover.com

(1a)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2019

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

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

PRODUCER
Hub International Florida
10739 Deerwood Park Blvd Ste 200
Jacksonville FL 32256

CONTACT NAME: Jessica Rainey, AINS
PHONE (A/C, No, Ext): 904-446-3138 FAX (A/C, No): 904-396-7432
E-MAIL ADDRESS: Jessica Rainey@Hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Companies	24112
INSURER B : FFVA Mutual Insurance Company	10385
INSURER C : Old Dominion Insurance Company	40231
INSURER D : St. Paul Fire & Marine Insurance Company	24767
INSURER E :	
INSURER F :	

INSURED BROOK-1
Brooks Building Solutions, Inc.
Brooks Air Systems, Inc.
4501 Beverly Ave.
Jacksonville FL 32210

COVERAGES **CERTIFICATE NUMBER:** 1826761126 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	TRA4677509	9/11/2018	9/11/2019	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	POLICY X PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	Y	Y	B2T5905S	9/11/2018	9/11/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB / X OCCUR			ZUP61M2311016NF	9/11/2018	9/11/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC8400020891201 8A	9/11/2018	9/11/2019	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Jacksonville, it members, officials, officers, employees and agents are named as additional insured on General Liability and Automobile Liability on a Primary & Non-Contributory basis. Waiver of Subrogation in favor of City of Jacksonville, it members, officials, officers, employees and agents applies to General Liability, Automobile Liability and Workers Compensation. 30 Day Notice of Cancellation to the City of Jacksonville applies to all policies.

APPROVED
By Ann Willis at 8:58 am, Apr 24, 2019

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval Street
Suite 335
Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

EXHIBIT A
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

NCPA Compliance Review Program

We want to thank you, our valued agency member, in exploring the use of our many facilities contracts with NCPA. As a NCPA member, you now have an opportunity to use NCPA's Compliance Review Program to enhance your ability to confirm pricing, scope of work and compliance to the NCPA contract terms and conditions with our NCPA facilities vendors.

We are well aware of the challenges purchasing professionals face when determining contract compliance for complex labor solutions provided by our valued facilities solutions vendors.

NCPA has assembled an experienced team of professionals with strong backgrounds in compliance reviews for labor solutions to assist you in providing the necessary transparency to validate that the purchase of applied products and labor solutions meet or exceed the cooperative contract by the vendor of your choosing. We encourage you to review our team's resumes included within this Handbook.

NCPA's Compliance Review Program provides:

- ✓ the ability to confirm a vendor's proposal utilizing a valid contract.
- ✓ an established program with repeatable, verifiable procedures to track proposals.
- ✓ unprecedented contracting expertise.
- ✓ the ability to perform Pricing Verifications and Audits for contract pricing.
- ✓ expertise in labor solutions, construction & the facility industry to support the Pricing Verification and Audit processes.
- ✓ The ability to confirm all work performed has been properly reported.

These characteristics are the cornerstone of an effective Compliance Program capable of minimizing risk to you and your agency. We believe this program will meet and exceed your expectations regarding compliance in your position as a Procurement Professional. We encourage you to review this Handbook and to reach out to us with any specific questions or needs.

Process for a Compliant Facilities Transaction for NCPA Members

1. Identify an applied product(s) and/or labor solution(s) need within your organization and identify a NCPA Facilities contract category that addresses this need.

2. Select one vendor from the pool of qualified vendors under the NCPA Facilities contract and request a proposal from the selected vendor. A complete list of NCPA facilities vendors can be found at the NCPA web site at www.ncpa.us.
3. When you have received the vendor's proposal, please make sure that the Vendor's Request for Quote Number (RQN) is prominently displayed on their proposal to you. The RQN is an important control that verifies the transaction has been reported to NCPA. Additionally, the RQN is a source of accountability for the vendor and peace of mind for you, our members.
4. Review the proposal. You may request a price verification to assist in your review of a proposal.
   a. What is the Compliance Review Process?

      NCPA will provide a Pricing Verification as an optional service offered to its members. NCPA will compare the prices on a proposal to the vendor's RFP response in the Pricing section in the applicable NCPA Facilities contract to verify the pricing on the proposal is consistent with the pricing in the Facilities contract. Price verifications are performed at random or at the request of a member. The price verification process works in conjunction with the RQN process to help ensure facilities transactions remain compliant throughout the term of the vendor's contract.

   b. When should you use the Compliance Review Process?

      The use of cooperative purchasing for applied product and labor solutions enhances the idea of developing trust with your vendor and continuing a long term beneficial relationship. The NCPA Compliance Review Program uses the price verification process when you want to verify that trust. NCPA will also conduct random price checks to ensure compliance and we will let members know of the vendor's success or failure in meeting the contract compliance.

   c. Is there a cost associated with the Compliance Review Process?

      It is a no cost service provided by NCPA to its participating agencies except when the agency requests a comprehensive detailed third party estimate. These should be a rare occurrence and NCPA and the vendor will advise you before any potential costs are determined.

   d. What happens if the Compliance Review Process reveals a discrepancy between the proposal pricing and the contract pricing?

      If a pricing discrepancy is discovered or if the contract terms and conditions are not met, NCPA will advise the agency of these

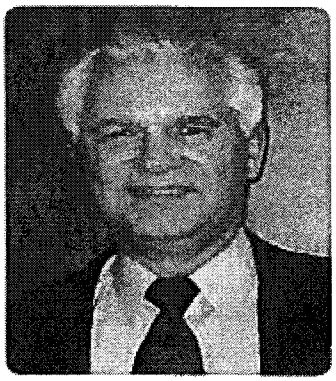
discrepancies. The agency can then decide whether to alter their purchasing or allow the vendor to correct these discrepancies.

e. What does NCPA deliver to the agency on the Compliance Review Process?

If the agency requires a simple verification of compliance (Tier 1 Verification), the NCPA Facilities Team will confirm the vendor's compliance with an email response.

If the agency requires a further verification and a Certified Letter (Tier 2 Verification), then the NCPA Facilities Team will provide the following:

- A specific spreadsheet of the items priced per the vendor's scope and as outlined in the vendor's RQN proposal to verify compliance with the actual pricing provided on the vendor's quote.
- A Certified letter, documenting the outcome of the price verification, determining the vendor's scope of work is consistent with the pricing and commenting on any and all NCPA'S findings on the compliance of the contract terms and conditions, is provided.
- The Certified letter will also recommend acceptance or non-acceptance of the vendor's proposal and/or pricing.



JON SYMKO
FACILITIES SOLUTIONS CONTRACT CONSULTANT

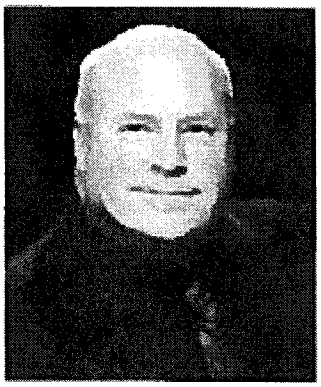
- 43 years of experience in HVAC business with experience in sales of controls, equipment, performance contracting and energy analysis, engineering design, consulting and turnkey business
- 16 years developing best practices for facilities purchasing and vendor management of cooperative purchasing through the Trane HVAC contract, TCPN and NCPA
- Past President of ASHRAE Houston Chapter
- Assistant Regional Chair Region VIII ASHRAE
- Society Nominations Committee ASHRAE
- Currently a Regional Members Council Representative Region VIII ASHRAE
- Current Member of Center for Job Order Contracting Excellence (CJE)
- 1971 - Graduate – Graduate Training Program in HVAC –Trane Company
- 2000 - Graduate – Asset Management Course
- 2001 - Graduate – National Accounts Course

Graduated with a BSME from Bradley University with a minor in Business

LARRY ERP
FACILITIES SOLUTIONS CONTRACT CONSULTANT

- 35 plus years' experience in the public and private sectors of Education and Healthcare in service, sales, construction, operations, energy conservation and public facilities management.
- Business Development Manager of HVAC OEM cooperative contract with Arizona's State School Facilities Board.
- Arizona Association of School Business Officials (AASBO).
- Southwest Chapter of the Center for Job Order Contracting Excellence (CJE).
- The Association for Construction Excellence (ACE).

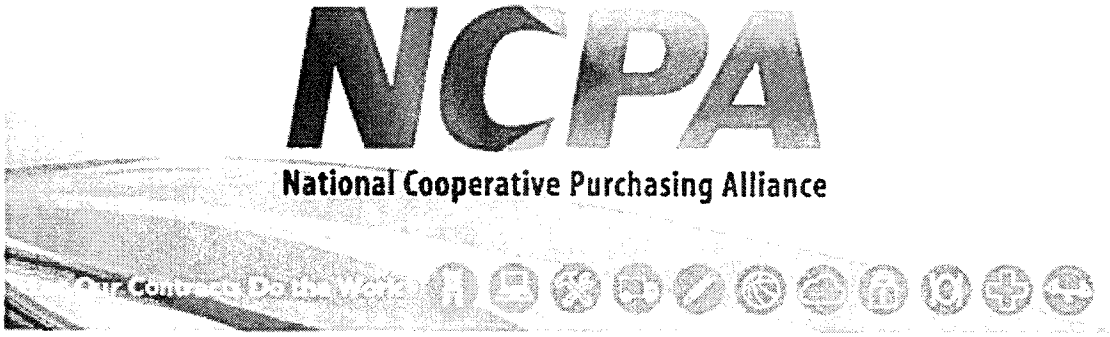
BAS Civil Engineering/Construction Management Cincinnati State



MARK POWELL
THIRD PARTY COMPLIANCE REVIEW CONSULTANT

- 20 years involved in Job Order Contract (JOC) Estimating and Preconstruction Services with extensive knowledge of the top 3 UPB's and JOC estimating software in the United States.
- Expertise with a variety of computer software's & web-based applications for estimating, scheduling, project management, accounting and administrative efficiencies.
- LEED Accredited Professional and holds memberships with the United States Green Building Council (USGBC), Alliance for Construction Excellence (ACE), Center for Job Order Contractor Excellence (CJE) National Member at Large Board Member & Southwest Region member, The Society of American Military Engineers (SAME), and The Association for the Advancement of Cost Engineering (AACE).
- Mark Powell is President and Founder of The Job Order Contract Group. The JOC Group specializes in Job Order Contract Estimating Services, Independent Government Estimating, Job Order Contract Estimate Auditing Services, and JOC Coefficient Development Services.
- Teaches JOC Estimating, JOC Coefficient Development, and JOC Project Management for the Alliance for Construction Excellence (ACE) & Arizona State University (ASU) Job Order Certificate Program along with their various workshops. He also provides JOC estimating and coefficient development training throughout the United States for various companies and government agencies.

Served in the United States Navy aboard the USS Enterprise in the mid 1970's



NCPA RQN Proposal #: 2016-1058040925

Dear NCPA Agency,

We want to thank you for considering using a NCPA-awarded contract. On our Request for Proposal process, we have each respondent agree in writing to register their quotation to you prior to providing you a written proposal. The NCPA Registered Quotation Number (RQN) must be prominently displayed on every Facility Vendor's proposal to you. In this way, you will be assured that the proposal will be priced according to the terms and conditions of the vendor's contract with NCPA.

In addition, this new system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to your organization. Please see our website at www.ncpa.us to contact our team members in serving your needs.

Thank you for your potential business and remember to only accept proposals with a NCPA Registered Quotation Number.

Sincerely,

The NCPA Facilities Management Team
facilities@ncpa.us