SUBJECT: PIGGYBACK RFP 17-20 MASTER AGREEMENT CONTRACT 02-93 - HVAC EQUIPMENT, INSTALLATION, SERVICE & RELATED PRODUCTS

BID #: PSC-0142-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022 WITH THREE (3) ONE (1) YEAR RENEWAL OPTION

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 bid RFP 17-20 (Master Agreement Contract 02-93) with Brooks Building Solutions, Inc. the designated partner and regional vendor for Waibel Energy Systems for HVAC Equipment, Installation, Service and Related Products for the Department of Public Works, on an as needed basis. Period of Service will be from September 1, 2021, through August 31, 2022, with three (3) one (1) year renewal options. Total award amount not-to-exceed $1,000,000.00.

This award will be funded by various account (s) and executed by formal contract through Office of General Counsel and processed via Purchase Order Release(s).

Attachments: Recommendation Memo, Vendor Letter, Bid RFP 17-20, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
for MARILYN LAIDLER
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 _____

PSr - 0142 21

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

July 26, 2021

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 17-20 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-93 with Waibel Energy Systems for HVAC Equipment, Installation, Service, & Related Products made available and administered by the National Cooperative Purchasing Alliance (NCPA).

On August 24, 2020, Waibel Energy Systems was awarded competitively solicited RFP 17-20 for HVAC Equipment, Installation, Service, & Related Products and subsequent Master Agreement Contract Number 02-93 for use on an as needed basis. The RFP 17-20 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 is from August 24, 2020 through August 31, 2021 with four (4) 1-year renewal options for a possible total Contract Term of five (5) years. The first renewal period (Year 2) from September 1, 2021 ending August 31, 2022 has already been awarded.

Waibel Energy Systems has partnered with Brooks Building Solutions, Inc. (as identified in their RFP 17-20 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 17-20 and Master Agreement Contract Number 02-93 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 One Million Dollars ($1,000,000.00).

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 City's agreement will be from September 1, 2021 through August 31, 2022 with the option to renew for three (3) 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.

Attachments:

1. Brooks Building Solutions Letter of Invitation to Piggyback
2. Waibel Energy Systems Letter of Invitation to Piggyback
3. Region 14 ESC Letter of Invitation to Piggyback
4. National Cooperative Purchasing Alliance (NCPA) Letter of Invitation to Piggyback
5. Exhibit A: RFP 17-20 (Response by Waibel Energy Systems includes Master Agreement 02-93).
6. Exhibit B: Indemnification *
7. Exhibit C: Insurance Requirements *
8. Exhibit D: RFP 17-20 Tab 9 Required Documents (Brooks Building Solutions)
9. Region 14 ESC - Notice of Initial Award (08/24/2020 thru 08/31/2021)
10. Region 14 ESC - Notice of 1st Renewal (09/01/2021 thru 08/31/2022)
11. Brooks Building Solutions Bond Letter
12. Brooks Building Solutions Certificate of Insurance (Approved by Risk Management)

* Exhibits B and C were provided by Risk Management on 07/13/2021 and will be made part of the City's contract.

cc: Steve Schlessinger, Public Works Contracts & Finance Manager
Marilyn Laidler, Assistant Manager of Purchasing Services
Jim Lange, Contract Administration Coordinator

Brooks
Building Solutions

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

July 9, 2021

RE: Invitation to piggyback on competitively solicited RFP # 17-20 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-93 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 02-93 in connection with RFP # 17-20 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 02-93 available to all participating agencies in the United States.

As indicated in the RFP # 17-20 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

Tom McGuire

Sales Manager

Cell – 904.228-3433

WAIBEL
ENERGY SYSTEMS

Date: July 9, 2021

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 # 17-20 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-93 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 02-93 in connection with RFP # 17-20 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 02-93 available to all participating agencies in the United States.

As indicated in our RFP # 17-20 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

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

RE: Renewal to piggyback on competitively solicited RFP # 17-20 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-93 made available and administered by the National Cooperative Purchasing Alliance (NCPA) between Region 14 ESC and Waibel Energy Systems for HVAC Equipment, Installation, Service, and Related Products (Supplement) for the period September 1, 2021 through August 31, 2022.

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 02-93 in connection with RFP # 17-20 for HVAC Equipment, Installation, Service & Related Products awarded to Waibel Energy Systems on 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 2-93 available to all participating agencies in the United States.

As indicated in the RFP # 17-20 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 Jeffcy
Chief Financial Officer
Region 14 Education Service Center
(325) 675-7003

NCPA

National Cooperative Purchasing Alliance

July 19, 2021

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

RE: Invitation to piggyback competitively solicited RFP # 17-20 by Region 14 Education Service Center (Region 14 ESC) and Master Agreement Contract Number 02-93 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 for the period August 24, 2020 through August 31, 2022.

Dear Mr. Lange,

Region 14 Education Service Center (Region 14 ESC) awarded Waibel Energy Systems for a two year of a possible total five year term beginning August 24, 2020 through August 31, 2022 under the current terms and conditions.

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 02-93 available to all participating agencies in the United States.

The National Cooperative Purchasing Alliance will continue to administer the aforementioned agreement and hereby extends the opportunity to the City of Jacksonville to continue piggybacking on said agreement for the above referenced time period.

As indicated in the RFP # 17-20 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

National Cooperative Purchasing Alliance
P.O. Box 701273, Houston, TX 77270 | 888.543.6515 | info@ncpa.us

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

EXHIBIT A
WAIBEL ENERGY SYSTEMS
BID RESPONSE (RFP 17-20)

Solicitation Number: 17-20

Publication Date: Tuesday, June 9th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, July 23d, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 16th, 2020. 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 electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

Competitive Solicitation by

Region 14 Education Service Center

For

HVAC Equipment, Installation, Service, & Related Products

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 17-20

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, Region 14 ESC 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-Western USA, 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 responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - 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 electronically via our online Bonfire portal. 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. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in the Portable Document Format (PDF). Please note pricing can be submitted separately in a alternative format (e.g. xlsx, xls, csv).

- Binder Tabs
  - Tab 1 – Master Agreement / 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

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.

- 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 may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously 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.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with 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

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

- 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.
- 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.

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 award 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.

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 or any combination of time equally not more than 4 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- 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 $100 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	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@waibelenergysystems.com
Printed name	David Crosley
Position with company	President
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, 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 24, 2020, referenced as Contract Number 02-93, 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 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:

Agency Name	State	Zip Code	Date	PO Number	RQN Number	Sale Amount	Admin Fee (3%)
						Total _____	

  - Each month or quarter 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 five (5) 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, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - 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 J. Crosley
Title:	Director, Business Development	Title:	President
Address:	PO Box 701273	Address:	815 Falls Creek Drive
	Houston, TX 77270		Vandalia, Ohio 45377
Signature:		Signature:	
Date:	August 24, 2020	Date:	7/13/20

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 5 minutes.
- 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: 07/13/20

RFP Number: 17-20

Company Name: Waibel Energy Systems

Printed Name: David J. Crosley

Signature: David J Crosley

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 Vandalia, State of Ohio
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publicly 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
    - ☐ 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: 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: Rodney Rhoades
  Title: Sales Leader
  Company: Waibel Energy Systems
  Address: 815 Falls Creek Drive
  City: Vandalia State: Ohio Zip: 45377
  Phone: 937-264-4343
  Email: Rodney.Rhoades@waibelenergysystems.com

- 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

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 are in the mid 1950's. At that time we were known as Dayton Trane, as we are the Dayton Commercial Sales and Services 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 50 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 demand 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 at us to provide more than just the right equipment and mechanical services. 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 Dashboard/Monitoring and Conservation for Vanderbilt University. Locally, we have over 250 Control System installations including 25 School Systems, Honda of America, Miami Valley Hospital and others.

WES/BuildingLogiX Partners
Our Partners can provide the Scopes/Services using the same pricing structure.

- Brooks Building Solutions
  4501 Beverly Ave.
  Jacksonville, FL 32210
  - Neff Jenkins -Owner
    - NJenkins@brookssolutions.net
- Haynes Mechanical Systems
  5700 South Quebec Street, Suite 150
  Greenwood village, CO 80111
  - Terry Koenig – Principal
    - tkoenig@haynesmechsys.com
  - Kraig Haynes- President
    - khaynes@haynesmechsys.com
- Mechanical Resource Group
  750 Melrose Ave.
  Nashville, TN 37211
  - Jon Fruetel-President
    - jfruetel@mechanicalresource.com
- Storer Services
  504 W 67th St
  Shreveport, LA 71106
  - Aaron Storer – GM/VP
    - aaron.storer@storerservices.com
- Casto Technical
  540 Leon Sullivan Way
  Charleston, WV 25301
  - Tim Sneeringer -GM
    - tsneeringer@castotech.com
- Brady Services
  2025 16th Street
  Greensboro, NC 27405
  - Michael Carr – BAS Sales Manager
    - michael.carr@bradyservices.com
- Boland
  30 West Watkins Mill Road
  Gaithersburg, MD 20878
  - Julie Wolfington-Energy & Sustainability Leader
    - julie.wolfington@boland.com
- Dunbar Mechanical
  2806 N. Reynolds Road
  Toledo, Ohio 43615

- Rocco Donofrio- Sales Manager
    - rdonofrio@dunbarmechanical.com
- US Engineering
  3433 Roanoke Road
  Kansas City, MO 64111

    - Clay Daniels-VP Service
        - Clay.daniels@usengineering.com
    - Tom Poeling-Director of Sustainability
        - Tom.poeling@usengineering.com
- ProStar Energy
    - Mike Ware- Sales Manager
        - mware@prostarenergy.com
- TH Eifert
  3302 W. St. Joseph
  Lansing, MI 48917

    - Jeremy Harrison-GM
        - jharrison@theifert.com
- Masters Building Solutions
  908 Stewart Street
  Madison, WI 53713

    - Mike Pawelski -Presidnet
        - MPawelski@mastershvac.com
- Mechanical Systems LLC
  3965 Old Getwell Road
  Memphis, TN 38118

    - Lee Walker-Partner
        - 901-355-2390 (M) 901-369-9822 (O)
- Harrison Energy Partners
  1501 Westpark Drive, Suite 9
  Little Rock, AR 72204

    - Mike McClellan – President
        - MMcClellan@harrisonenergy.com
- Tozour Energy
  3606 Horizon Drive
  King of Prussia, PA 19406

    - Daeen Salam- Sales Leader
        - dsalam@tozourautomation.com

- Total Comfort Solutions
  346 Orchard Drive
  West Columbia, SC 29170

- Todd Hyneman- President/Partner
  - todd.hyneman@thelincgroup.com

- Trotter & Morton
  5711 1st Street S.E.
  Calgary, AB T2H 1H9
  Canada

  - Jeff Thibeau-Sales Manager
    - JThibeau@tmlgroup.com

- Envelop Group-OCS
  905 N. Capitol Ave., Suite 200
  Indianapolis, IN 46204

  - Travis Ihnen-Partner
    - travis@ocscontrols.com

- Vulcan
  532 Mineral Trace
  Birmingham, AL 35244

  - Jeff Williams-GM/VP
    - jwilliams@vulcanac.com

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:**	**12**
	Sales Support:	**8**
	Service Technicians:	**64**
	Engineering:	**12**
	Administration:	**14**

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, Waibel Energy Systems:
David J. Crosley
815 Fall Creek Drive
Vandalia, Ohio 45377
937-264-4343
Dave.Crosley@waibelenergysystems.com

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

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

HR/Marketing: **Ashley Prichard**

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

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 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 building across the continent. Our goal is to create options for owners in the upfront 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 12 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: President, BuildingLogix.
Email: Alex.Waibel@buidlinglogix.net
Office: (937)264-4343
Cell: (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.

c. Marketing

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

d. Financial Reporting

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

e. Executive Support

David J. Crosley
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Dave.Crosley@waibelenergysystems.com

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 ones
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/her 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 material 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 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.

Rodney Rhoades-Project Sales Manager
Nathan Lammers- Sr. Energy Engineer, Masters in Clean and Renewable Energy
Joe Zimmerman-Controls Operations Manager

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 then 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 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 out 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 Subcontract 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 Check for Saving Energy

First Posted: 4:15pm- March 3rd, 2016
By Alexandra Newman-anewman@sifneydailynews.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 Southwest 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 saving 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 $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 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 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 foe 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, and 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 and Energy Service 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.

West Carrollton City Schools

West Carrollton City School District and Waibel 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 tw0 State of Ohio programs to implement this project: Ohio House Bill 264 and The Ohio Energy Loan. The Stat 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 focusing on education.

The second program that West Carrollton Schools utilized to reduce the cost of the project was the Ohio Department of Developments "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 projects costs the local taxpayers 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 Movin-Cool line of products can be placed onsite in short time to provide temporary cooling unit a more permanent solution is found. We also have the capability of providing all size of Rental Chillers and RTU's, including setup and delivery.

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

10Ms and Product Cut Sheets are among the support documents available. We have the latest Service Bulletins along with all Engineering data and OEM manuals.

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. If it is stock, it is put on the shelf, if for an order, a pick ticket prints out 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 are boxed and prepared for shipment when they are received. 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 an order is received, the customer is asked when they need the item and offered next day freight if it is 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 do not 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 with over $1.0M in inventory.

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 customer needs. We have a long history of 90% or better track record.

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

We have the capability for the BLX distribution side if the business through Zen Desk. Projects are tracked through our contracting Module in GP.

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 or less.

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 and controls, our service line is monitored 24/7 and emergency services are 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 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. On projects we can offer up to 3 Year Parts and Labor upon request. We also offer Full Maintenance Service Agreements.

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. We have offered and delivered our full breadth of warranties to these types of customers.

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. Or follow Manufactures warranties.

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. We also track all other warranties through our Service Contracts Module in GP.

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 7:30AM-5:00PM EST. We own one service center with 64 technicians and have a network of subcontractors. We also own and operate a Parts Center with over One Million Dollars of parts Inventory.

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, 5:30PM-7:30AM 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 emailed when a message is left. Our goal is to respond to the call within 30-90 minutes or 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 communications 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 tens of thousands of managed man hours per year. We rely on Field Point 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 the end users and clients thru any of our transactions. This provides us with timely feedback on our process, communication, and customer satisfaction. Voice of customers 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 preventative 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 preventative maintenance agreement. We also provide Asset Tagging and Management.

44. Describe your call center organization.

We have a main number for the basic business, which is answered 7:30AM to 5:00PM, M-F. Calls are directed to the appropriate departments, or services needed. Service and Parts departments have a number monitored 24/7, with technicians available for emergencies. We also provide a Client Service Help Desk for the most efficient service and support. One call gets you connected with Online remote support.

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 the normal call center hours, the call goes to a pager, and the call is returned promptly. 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.

The Service Operations Team is responsible for the steps from start to finish:

A. **Receiving the call**
B. **Determining the necessary response time for the service request**
C. **Scheduling the day and time of service and the technician(s) responsible, as well as describing what is needed to be done**
D. **Technician(s) arrive on the scene, aware of the scope of the problem, from the information that was provided.**
E. **Technician performs service work, and begins the invoicing process electronically on his tablet**
F. **Service Operations team assesses any further steps necessary.**
G. **We have dedicated estimators and parts professional to turn repair quotes around quickly and accurately.**

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. All time sheets are completed digitally as well as all equipment logs.

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. We have had Clients refer to us as the "Gold Standard".

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. We typically invoice Clients quarterly.

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. Including but not limited to:
   a. Equipment List with Model and Serial Numbers
   b. Scope of work including inspections with frequencies.
   c. Check in and out procedures with proper contacts.
   d. All safety requirements.
   e. Complete material lists.
   f. Special Customer needs and requirements.

B. The contract is delineated in the system according to the account manager's request, based on customer expectations and parameters.
C. The specific information, including items and expected calendar, is given to Service Operations, who note the scheduled work in the calendar.
D. The work is performed on schedule and invoiced according to the terms.
E. We also provide updated records that are available on our Client Portal.

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 Niagara Framework to act as a data acquisition tool. Niagara can connect with and pull data out of the 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 the 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 troubleshooting can occur without physically being in the building, the problems can be resolved in fewer trips, when required.

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

    Over 370.

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

    Trane, Niagara, 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. With unlimited trending and building analytics.

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 control's 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 investigate 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 back ups 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 hos can we prevent the 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 daily basis from 7:30AM to 5PM, 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. We have expanded this to Full Building HVAC and Energy Analytics with a heavy focus on large Chiller Plants.

61. Discuss your company's current computer systems architecture. How do 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 to keep billings timely, the Service Operations Department meets every Wednesday to discuss all open jobs and 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, 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 businesses 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.

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 consider 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 Microsoft Dynamics GP software with the Projects Module 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 management team with Project Administrators and Project Managers who coordinate and track all work, taking care of scheduling, material coordination. They also take care of Safety on the job site along with site supervisors.

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. This is coordinated by our Safety Director.

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

We have all OSHA certifications for all on-site personnel. We keep a gang box on site with all safety manuals and information. We store up to date PPE and first aid kits on site and vehicles. We self-perform onsite safety talks and inspections.

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 2019.

83. What reporting mechanism does your company provided 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:**
   - **NCPA and Region 14 ESC Logo**
   - **Link to NCPA and Region 14 ESC website**
   - **Summary of contract and services offered**
   - **Due Diligence Documents including; copy of solicitation, copy of contract and any**
   - **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.

Upon receipt of a contract award, the Waibel Energy Systems' Program Coordinator will initiate the following Implementation plan.

A. **The Program Coordinator will:**
   i. **Send email notification to applicable department Team Leaders of contract award within 5 business days. Included departments:**
      1. **IT**
      2. **Sales (Direct & Indirect)**
      3. **Marketing**
      4. **Parts**
      5. **Service Operations**
      6. **Contracting g. Accounting**
   ii. **Schedule meetings with department Team leaders to be held within 10 business days to review:**
      1. **Program goals and objectives**
      2. **Pricing structure**
      3. **Order tracking policies and procedures**
      4. **Reporting requirements and assignments**

5. Review terms and conditions

iii. Coordinate with Waibel Energy Systems IT team leader to Initiate purchase tracking and monthly reporting within 10 business days

iv. Ensure that Team leaders rollout to Associates within 15 business days to review and implement the following:

1. Program goals and objectives
2. Pricing structure
3. Order tracking policies and procedures
4. Reporting requirements and assignments
5. Review terms and conditions

v. Review monthly reports and submit to ESC as required

B. IT department will:

i. Purchases made via the contract shall be uniquely coded in business system. IT personnel will assign this code.

ii. Create ESC Sales Report Including month-to-date and year-to-date sales buy customer and aggregate.

1. Report fields to Include Entity Name (Customer), Zip Code, State, PO or Job #, Sale Amount, Registered Vendor Quotation I#

iii. Work with Program Coordinator to train WES personnel on coding orders and running report.

C. Sales Associates will:

i. Thoroughly understand the program and benefits.

ii. Promote the program to customers and clients

iii. Ensure all sales write ups are properly identified as a part of the program

D. Marketing will:

i. Thoroughly understand the program and benefits.

ii. Create promotional materials in accordance with program guidelines

iii. Work to promote program at appropriate trade shows, symposiums and other marketing events that WES participates in

E. Parts will:

i. Thoroughly understand the program and benefits.

ii. Promote the program to customers and clients

iii. Ensure all sales write ups are properly identified as a part of the program

F. Service Operations will:

i. Thoroughly understand the program and benefits.

ii. Ensure service orders are properly coded

iii. Run ESC Sales Report monthly and annually and forward to Program Coordinator

G. Contracting will:

i. Thoroughly understand the program and benefits.

ii. Promote the program to customers and clients

iii. Ensure all sales write ups are properly identified as a part of the program

H. Accounting will:

i. Thoroughly understand the program and benefits.

ii. Work with the Program Coordinator reports are fair and accurate

iii. Work with the Program Coordinator to ensure 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 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** **Michaei.Gerbardt@amerinet·gpo.com** **(513) 502-2756**
EPC of South West Ohio	**Ken Swink** **303 Corporate Center Drive, Suite 208** **Vandalia, Ohio 45377** **Ken.swink@epcschools.org** **(937) 890-3725**
TCPN	**John Simko jsimko@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 bas 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 7 5% 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.

Ohio Department of Commerce

Division of Industrial Compliance
Bureau of Operations & Maintenance - Boilers
6606 Tussing Road PO Box 4009
Reynoldsburg, OH 43068-9009 U.S.A.
PHONE:614-644-2223 FAX:614-644-2428
www.com.ohio.gov

Mike DeWine
Governor

Sheryl Maxfield
Director

WAIBEL ENERGY SYSTEMS
815 FALLS CREEK DR
VANDALIA OH 45377

BCR

Date: Sep 27, 2019

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.

Mike DeWine
Governor

Sheryl Maxfield
Director

DEPARTMENT OF COMMERCE
DIVISION OF INDUSTRIAL COMPLIANCE
BOILER CONTRACTOR CERTIFICATE OF REGISTRATION

Contractor Number: C4392

Certificate Expiration Date: 09/30/2020

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.

Geoffrey D. Eaton
Superintendent

John Sharier
Chief Boiler Inspector

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
00668101

WAIBEL ENERGY SYSTEMS INC
815 FALLS CREEK DR
VANDALIA, OH 45377-9695

Period Specified Below
07/01/2019 to 07/01/2020

www.bwc.ohio.gov
Issued by: BWC

Stephanie B. McCloud
Administrator/CEO

You can reproduce this certificate as needed

Ohio Bureau of Workers' Compensation

Required Posting

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, marihuana 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, marihuana 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

Department of Commerce

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board O.C.I.L.B.

Mike DeWine, Governor
Sheryl Maxfield, Director

WAIBEL, DAVID L
815 Falls Creek Dr
Vandalia, OH 45377-9695

Mike DeWine
Governor

Sheryl Maxfield
Director

HVAC
CONTRACTOR'S LICENSE

Ohio License # 23713 Expiration Date: 09/30/2020

DAVID L WAIBEL
WAIBEL ENERGY SYSTEMS INC

OWNER

Carol A. Ross
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.

Mike DeWine
Governor

Sheryl Maxfield
Director

LICENSE MUST BE POSTED ON JOB SITE

LICENSE MUST BE POSTED ON JOB SITE

DAVID L WAIBEL
CONTRACTOR'S LICENSE
HVAC
WAIBEL ENERGY SYSTEMS INC

OWNER

Ohio License# **23713**

Expiration Date: **September 30, 2020**

Carol A. Ross
Board Secretary

Frank S. Alexander
Administrative Chairperson

DIC 3530 Rev 12/31/15

CITY OF DAYTON, OHIO
Mechanical Contractor Registration

This is to certify that the holder of this card, Reg #010034

DAVID L WAIBEL
DBA WAIBEL ENERGY SYSTEMS, INC

has registered and is qualified to engage in the business or occupation of Mechanical Contractor

12/31/20 — Expiration Date

Scott Adams — Chief Building Official

CITY OF DAYTON, OHIO
Mechanical Contractor Registration

This is to certify that the holder of this card, Reg #010034

DAVID L WAIBEL
DBA WAIBEL ENERGY SYSTEMS, INC

has registered and is qualified to engage in the business or occupation of Mechanical Contractor

12/31/20 — Expiration Date

Scott Adams — Chief Building Official

CITY OF DAYTON, OHIO
Mechanical Contractor Registration

This is to certify that the holder of this card, Reg #010034

DAVID L WAIBEL
DBA WAIBEL ENERGY SYSTEMS, INC

has registered and is qualified to engage in the business or occupation of Mechanical Contractor

12/31/20
Expiration Date

Scott Adams
Chief Building Official

The Lima / Allen County Building Department
50 Town Square, Lima, OH 45801

NUMBER: 00311M

Be it known that: WAIBEL ENERGY SYSTEMS INC

815 FALLS CREEK DR

VANDALIA, OH 45377

Having qualified as required by law is dully registered and hereby authorized by the Lima / Allen County Building Department as:

REGISTERED HVAC 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: 12/04/2019

Registration Expires this date: 12/31/2020

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: 00311M Expires: 12/31/2020

Chief Building Official / Building Commissioner

Champaign County
Building Regulations

No. 13038

This is to certify that

WAIBEL ENERGY SYSTEMS INC

has paid the required fee and registered to
carry on the business or occupation of

HVAC CONTRACTOR

In

CHAMPAIGN COUNTY

This registration expires on the last day of 12/31/2020

Department Administrator

Notice: This Certificate of Registration is issued on the basis of information provided by the holder to this department of coverage under workers' compensation and liability insurance for property damage and personal injury. By issuing this certificate the Champaign County Building Regulations Department does not guarantee the effectiveness of these coverage's and specifically disclaims any and all responsibility for the actions of the holder and the services the holder renders.

Dave Crosley: President Waibel Energy Systems

I have been with Waibel Energy Systems for over 26 years. I started as a Service Engineer in 1994 after leaving my former position as the Lead Service Engineer. Born and raised in Dayton Ohio; I graduated from Dayton Christian High School.

When I was getting ready to graduate high school, I took a job with a local HVAC Company. It was there as an apprentice that I started to develop a passion for my lifelong career thus far in the HVAC and Energy Management business. I started in the sheet metal shop making deliveries in the spring of 1982. By the time I left there in 1993 I was the Lead Service Engineer/Service Manager. I had the opportunity to go to work for Trane (Waibel Energy Systems) which had been a goal of mine.

My roles have changed in the company; I was given the opportunity to build a great controls team. That team is stronger than ever today and grew from a small team of 3 to over 25 associates. From there I began serving as the company's operations manager. In 2007 I became the General Manager with the goal to grow our service and overall operations to what it is today. Growing form 12 Million to 30 Million could not have been done without a great culture and highly talented and passionate team of associates.

Now as the President of WES along with its 110 associates, we continue to build teams that can deliver the right solutions for our customers. Our goal is to continue our growth and run the best business, that is focused on making a difference. Hard work is no stranger in our company and we have made it an important part in our mission statement. The joy I have received from my work is only surpassed by the joy of raising my family along with my wife of 37 years in the same tradition and values I grew up with. We operate our business as a safe and nurturing environment, one that is full of challenges and opportunities. This culture was started by Dave Waibel, and we are proud to carry out his vision by maintaining and growing our business. We understand the importance of good people who we call associates. WES is very proud to have some of the finest and brightest talent in all areas of our organization.

Promoting community outreach through our WES "WE-care" program is how we support and give back to our community. We feel very strongly about pour company culture and supporting our communities that we service is a big part of that. It is through the "WE-care" program that our associates support this same spirit and attitude. Waibel sponsors many school districts in fundraising for a wide range of educational activities and programs. These include earth day events and sports boosters. Our associates also participate in classroom presentations on energy savings and green building initiatives that students can relate too. WES also support Dayton area business in their efforts to maintain the best in operating facilities at the lowest cost possible.

Driving sustainability by showing our customers real operational savings is how our Tag Line was born "Waibel, The Way Buildings Work Better". Making good on this promise takes a lot of commitment and passion for what we do. WES has invested in its people and in the technology that we have and will continue to be developed right here in the Miami Valley and beyond.

Today we offer a lot more than just great Traditional Mechanical Service and Building Automation. We offer Energy Services, Performance Contracting , Integration, Security, Plumbing, Healthy Building and Facility Management in addition to our traditional offerings.
We strive to be a company that makes a difference!
Making a difference for our clients, associates and our communities 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 in the area.
For our communities, it's giving back in service and support through local programs and charities.

Specialties:
Team Building
Technical Product Development
Sales/Marketing
Refrigeration
Energy Management
Building Automation
Project Management

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 shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

- **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**

  Waibel Energy Systems carries two product lines utilizing UV-C technology. WES offers both passive and active air purification options. Passive air purification need pollutants to pass through the unit for purification or filtration. Microbes, viruses and particulates are brought back to device at HVAC system to get treated and hopefully stay in close proximity to the device long enough to get inactivated. This is considered older technology. It has been used in medical facilities for year and has been proven effective. Active purification is when hydroperoxides and other friendly oxidizers created by the unit are carried into the conditioned space via blower to where people are occupying, breathing and sneezing killing airborne and surface bacteria and viruses, neutralizing odors, and reducing particulates (dust, dander and pollen). This is considered newer technology. WES uses UV Resources for passive technology and RGF Environmental Group, Inc for both passive and active technologies. RGF also provides hospital grade HEPA filtration units.

- UV Resources is located in Santa Clarita, CA and has been a leader in UV-C equipment and is an active member of ASHRAE and other organizations. Bulbs must be replaced yearly. A sample of the products we offer through UV Resources are:
- RLM Extreme – easy to install, 360-degree distribution which is the highest UV-C fluence available. Unlimited lamp configurations. This unit has a five-year fixture and one-year lamp warranty.
- DEF SO Series – these units are factory assembled and tested for UL criteria. They are designed for use in HVAC environments to provide surface irradiation of cooling coils to regain heat transfer, eliminate coil maintenance and improve indoor air quality. Fixtures have a three year and one-year lamp warranty.

- DEF HO Series – these units are similar to the DEF SO Series but put out up to two times the output to kill even the toughest airborne microorganisms and higher levels of irradiation in HVAC environments for surface irradiation. Fixtures have a three year and one-year lamp warranty.
- X Plus - The X-Plus combine's maximum UV-C performance with an affordably priced NEMA 4x rated, single-ended lamp fixture that can be used most anywhere. It features a UL Listed auto-matching, multi-volt input (120-277Vac) power supply that includes end-of-lamp-life protection. This unit is installed on the exterior of a unit. Fixtures have a three year and one-year lamp warranty.
- GLO Upper Air UV Fixture - According to the Centers for Disease Control (CDC): "studies have shown that a properly designed and maintained upper-room UVGI system may be effective in killing or inactivating TB bacteria". The GLO fixture exceeds the performance guidelines established by the U.S. Department of Health and Human Services and the Center for Disease Control and Prevention (CDC) for hospital and healthcare applications.

- RGF manufacturers over 500 environmental products. They are also a ISO 9001:2015 certified research and innovation company located in Port of Palm Beach, Florida.
- Depending on the unit, the warranty is typically one year. Some units have a two-year warranty. Almost all bulbs must be replaced yearly.
- A sample of the products we are offering to our customers are:
- **Commercial PHI Unit –** photohydroionization - Installed in the ductwork produces hydro-peroxides, ozonide ions, super oxide ions and hydroxide ions. All are friendly oxidizers meaning they revert back to oxygen and hydrogen after the oxidation of the pollutant. Size is based on CFM and tonnage of unit.
- **Magnetic Mount PHI Unit –** this is a tiny unit about 1 lb designed for package systems and size is based on CFM and tonnage
- **Rapid Recovery Air Purification and Odor Destruction** – PHI Cell with Odor Adsorbing Filter and you can add an attachment for ductwork
- **REME HALO –** Reflective Electro Magnetic Energy – mounted into air duct for residential or small commercial spaces up to 6500 CFM
- REME LED – utilizes patented PHI and REME® technologies providing superior indoor air purification. This unit has a warranty of 7 years for the ballast and 4 years for the LED bulb.
- **Microcon MAP400/800 –** high capacity mobile HEPA air scrubber – FDA 510K compliant meets CDC requirements for HEPA filtration and exceeds guidelines for recommended room air changes within one hour.
- **Microcon AS –** HEPA unit is used to create negative pressure designed for use during construction or disaster restoration projects.
- **Guardian Ice –** uses the PHI cell technology to push the ions into the ice machine bin and head. Provides a 24/7/365 sanitation. Can be used with most ice machines.
- **Microcon WallMAP** – wall or ceiling mounted and portable air purification FDA 510K compliant. HEPA filter used when floor space cannot be taken or smaller exam rooms or consult rooms require high volumes of air changes
- **Microcon ExC7 –** self-contained, FDA 510k compliant, ceiling mounted HEPA filter module used for negative (exhaust) or positive (supply) pressure isolation rooms. There is an option to include 4 UVC lights for viral irradiation of airborne infections. There is a built-in pressure gauge to monitor the unit's performance.

- 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 browsers.**

- 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.**
    - **We have a wide array of third-party drivers developed In house as well as through the Tridium channels and channel partners.**

- 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 Falls Creek 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' I/ ½ to 100 HP)**

    - **Double Suction (Flows to 25,000 GPM I Max Head 530' I 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 supply1 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 manufacturer's 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:

  Lead times and Delivery can fluctuate based on the priority of the customer, and parts availability from the factory for items out of stock. Typical lead time 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 (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)

Factory Equipment Startups, Commissioning Services, Retro Commissioning, Energy Audits, Facility Audits, Obsolescence Planning etc.

- List key personnel (factory, sub-contract, other)

  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 (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)

    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)

    o **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.**
      - **Ensures 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.**
        - **o 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 references.**

- **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 owner's 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.**
        - **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 1-5 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 I 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 HV AC equipment,

interior 1 exterior lighting, and plug loads are shut down

- o 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 ...

  - o Air Handler Static pressure rese o Air Handler Discharge temperature reset based on zone deviation
  - o Chilled water reset based on chilled water valve position
  - o Global zone setpoints
  - o Etc.

- Complete regularly scheduled remote building reviews to identify ECMs or operational inefficiencies

  - o We check for system overrides, atypical schedules, atypical setpoints, and any failed controls/equipment
  - o We also investigate if our ECMs implemented or changes made to the system have made a positive impact
  - o 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:

  - o 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
  - o 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
  - o Found 3 failed VAV boxes that would cause an AHU to run on nights in weekends in order to maintain space setpoint
  - o 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
  - o 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 I 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 (Dynamic Management)	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

- **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 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 your 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.pdfat 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 of Waibel Energy Systems:	**Dave J. Crosley** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Dave.Crosley@waibelenergysystems.com**
President of BuildingLogix:	**Alex Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377** **937-264-4343** **Alex.Waibel@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@waibelenergysystems.com**
Sales:	**Rodney Rhoades** **815 Falls Creek Drive Vandalia,** **Ohio 45377** **937-264-4343** **Rodney.Rhoades.@waibelenergysystems.com**
Sales Support:	**Alex Waibel** **815 Falls Creek Drive** **Vandalia, Ohio 45377**

937-264-4343
Alex.Waibel@buildinglogix.net

Financial Reporting:

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

Executive Support:

David J. Crosley
815 Falls Creek Drive
Vandalia, Ohio 45377
937-264-4343
Dave.Crosley@waibelenergysystems.com

- **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
  - Licensing and certification capabilities

    o Mechanical-Licensed
    - **Internal Team small to medium installations.**
    - **Sub-Contractor Network available as needed**

    o Electrical-Licensed
    - **Internal Team small to medium installations.**
    - **Sub-Contractor Network available as needed**

    o Engineering\Design
    - **Dedicated Controls Engineering team.**
    - **Equipment specifications and selections team.**
    - **Sub-Contractor Network available as needed.**

    o Certified Energy Managers
    - **Dedicated energy managers utilized for design, analysis, and energy system implementation.**

    o Project Managers
    - **Internal team of project managers.**
    - **Dedicated to the installation of all WES**

  - List key personnel (internal and/or external)
  - 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

  o Mechanical-Licensed
    - **Internal Team small to medium installations.**
    - **Sub-Contractor Network available as needed**

  o Electrical-Licensed
    - **Internal Team small to medium installations.**
    - **Sub-Contractor Network available as needed**

  o Engineering\Design
    - **Dedicated Controls Engineering team.**
    - **Equipment specifications and selections team.**
    - **Sub-Contractor Network available as needed.**

  o Certified Energy Managers
    - **Dedicated energy managers utilized for design, analysis, and energy system Implementation.**

  o Project Managers
    - **Internal team of project managers.**
    - **Dedicated to the installation of all WES**

  o Systems Controls and Integrators
    - **Multiple control vendor certifications and capabilities**

- Advanced technology uses for each type of survey

  o WES designed analytics.
    - **Trendview**
    - **Energy Logix**
    - **Report Card Analytics**

  o Utility Review

  o Building Advice
    - **Deployed sensors for C02, Humidity, Temperature, and Occupancy**

  o Infrared Camera

  o Building Logix

  o System Software for logging and trending HVAC equipment and controls

- List key personnel (internal and/or external)

  o Mechanical-Licensed
    - **Internal Team small to medium installations.**
    - **Sub-Contractor Network available as needed**

  o Electrical-Licensed
    - **Internal Team small to medium installations.**
    - **Sub-Contractor Network available as needed**

  o Engineering\Design
    - **Dedicated Controls Engineering team.**
    - **Equipment specifications and selections team.**
    - **Sub-Contractor Network available as needed**

  o Certified Energy Managers

• Dedicated energy managers utilized for design, analysis, and energy system implementation.
o Energy Engineers

- References (public sector only)PF
- Case studies describing benefits of services

Tab 7 – Pricing

Please see Waibel Energy Systems Pricing.xlxs

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.

xecutive 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

etail 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 CAVALIER BLVD.	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) 661-0521
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) 690-3800
OPEN CONTROL SYSTEMS	905 N CAPITOL, SUITE 200	INDIANAPOLIS	IN	46204	(317) 259-7804
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.

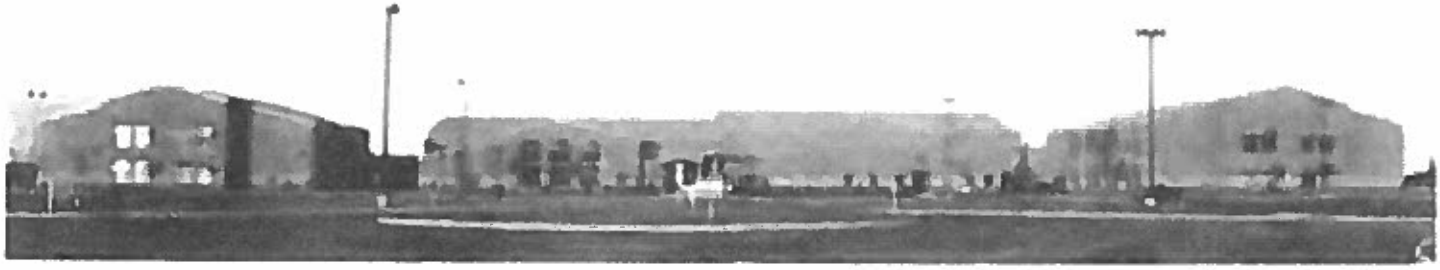
Easy Energy will be marketed thru our website communication, email introduction after award of contract, and in conjunction with our national partner network to your members.

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.

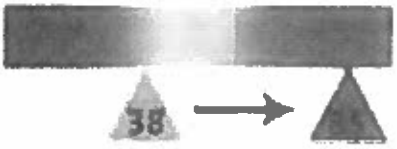
The BuildingLogiX suite of technology helped to identify opportunities around discharge air reset on air handlers, chilled water reset on chiller plant, and CO2 demand based ventilation resulting in a reduction of annual electric consumption by 33% from 1,547,256 kWh to 1,042,176 kWh.

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:

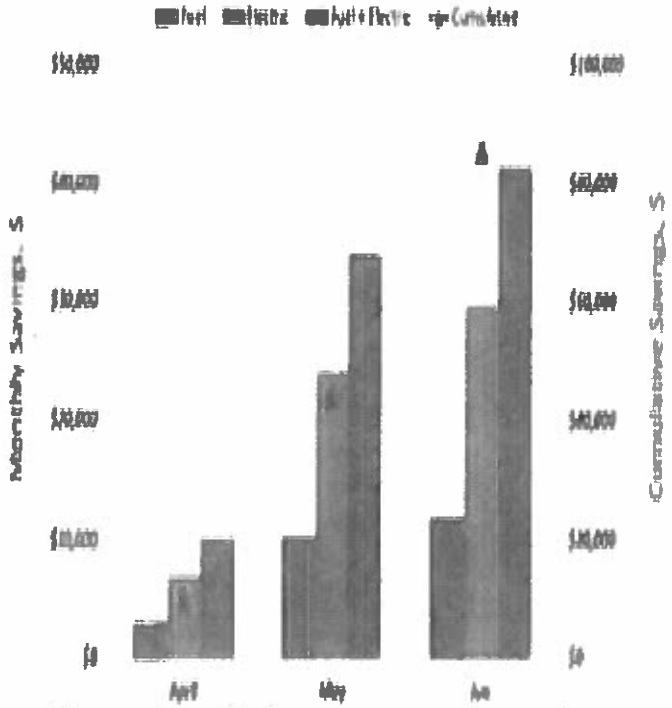
The actual annual savings for Arcanum's K-12 are:

- 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
937-263-4343 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

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

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	Waibel Energy Systems
Print Name	Waibel Energy Systems
Address	815 Falls Creek Drive
City, Sate, Zip	Vandalia, Ohio 45377
Authorized signature	
Date	7/13/20

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 David Cholby

Date 7/13/20

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.	937-264-4360
Email address	Dave.Crosley@waibelenergysystems.com
Printed name	David Crosley
Position with company	President
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract

or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties

debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html

Sunday, July 28, 2019

Waibel Energy Systems Inc

Thank you for completing the City of Dayton's online Affirmative Action Assurance (AAA) form. We have reviewed your application and determined the following:

- **It is approved for 1 year and will expire on 7/28/2020.**

Please note that AAA certification is separate from certification in the City's Procurement Enhancement Program (PEP). You can learn more about the City's business certification programs at our website: Dayton Business and Technical Assistance.

We appreciate your interest in doing business with the City of Dayton, and in taking affirmative steps to ensure equal employment opportunity at your workplace.

If you have any questions about your AAA status, please feel free to contact the HRC's Business & Technical Assistance team at bta@daytonohio.gov or (937) 333-1403.

Sincerely,

Human Relations Council | City of Dayton
371 W. Second St. Ste. 100 | Dayton, Ohio 45402

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Replies to this email are not monitored; reply to named contact instead.

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OWNERSHIP DISCLOSURE FORM
(N.J. § 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, Inc.

Street: 815 Falls Creek Drive

City, State, Zip Code: Vandalia, Ohio 45377

I, David J. Crosley, an authorized representative of Waibel Energy Systems, Inc., 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.

Name	Address	Interest
David J. Crosley	2674 River Bend Drive Spring Valley, Ohio 45370	33%
Alex D. Waibel	1200 Thornapple Way Troy, Ohio 45373	33.5%
Andrew R. Waibel	4300 Palmarito Street Coral Gables, Florida	33.5%

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

7/13/20
Date

David J. Crosley, President

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EXHIBIT B
INDEMNIFICATION

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's 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 provided under this **Contract** (the "**Service(s)**"), 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 Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Contract**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its 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 Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

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 C
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 **Contract** 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. Certificates of Insurance. Contractor shall deliver the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and & statement as provided below. 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.

B. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. 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 their respective members, officers, officials, employees and agents

D. 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.

E. Contractor 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 Duval County Clerk of the Circuit and County Courts and the City of Jacksonville and their respective members, officers, officials, employees and agents

F. 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 their respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.

G. Contract 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 of Jacksonville and their respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor failure to disapprove the insurance furnished by Ontario Systems shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City of Jacksonville 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 Ontario Systems, as applicable, 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 Agreement 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 of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and their respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, Contractor shall present this Contract and insurance requirements 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 Contract.

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- Required Clauses for Federal Funds Certifications
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

EXHIBIT D to RFP 17-20
Brooks Building Solutions

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	July 22, 2021

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 July 22, 2021

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 Soltuions, 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	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 24th, 2020

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 based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31st, 2021. 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,

Shane Fields
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, May 3rd, 2021

Waibel Energy Systems
ATTN: David Crosley
815 Falls Creek Drive
Vandalia, OH 45377

Re: Annual Renewal of NCPA contract #02-93

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 based on the proposal submitted to Region XIV ESC.

The contract will expire on August 31st, 2022, 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,

Shane Fields
Region XIV, Executive Director

NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

July 26, 2021

Re: **Brooks Building Solutions, Inc.**

To Whom It May Concern:

This is to advise you that Nielson, Wojtowicz, Neu and Associates provides bid, performance, and payment bonds for **Brooks Building Solutions, Inc.** The name of their surety is **American Contractors Indemnity Company**, which carries an A.M. Best Rating of **A++ XV,** and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **American Contractors Indemnity Company** should be in a position to provide **Brooks Building Solutions, Inc.** Performance and Payment Bonds for single projects in the amount of **$4,000,000** and aggregate support in the amount of **$8,000,000**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Brooks Building Solutions, Inc. is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We assume no liability to the Obligee, or its affiliates if for any reason we do not execute such bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Jessica Reno
Surety Bond Specialist

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
www.nielsonbonds.com

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2021

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

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

PRODUCER
Hub International Florida
10739 Deerwood Park Blvd Ste 200
Jacksonville FL 32256

CONTACT NAME: Rachel Spiro
PHONE (A/C, No, Ext): 904-446-3141 FAX (A/C, No): 904-396-7432
E-MAIL ADDRESS: Rachel.Spiro@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 : Markel American Insurance Company	28932
INSURER F : Certain Underwriters at Lloyds	

INSURED BROOK-1
Brooks Building Solutions, Inc.
Brooks Air Systems, Inc.
4501 Beverly Ave.
Jacksonville FL 32210

APPROVED
By WVerdejo at 10:23 am, Jul 21, 2021

COVERAGES CERTIFICATE NUMBER: 1313149240 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	TRA4677509	9/11/2020	9/11/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	B2T5905S	9/11/2020	9/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			ZUP-71M64901-20	9/11/2020	9/11/2021	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	WC840-0020891-2020A	9/11/2020	9/11/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/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
E F	BR/ Installation Floater Pollution/Professional Liab			MKLM3IM0052611 ENP000620401	9/11/2020 7/15/2021	9/11/2021 7/15/2022	Any Single Location Each Occurrence Aggregate	200,000 $1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP 17-20
City of Jacksonville, its member, officials, officers, employees and agents are named as additional insured on General Liability and Automobile Liability on a Primary & Non-Contributory basis when required by written contract. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Automobile Liability and Workers Compensation when required by written contract. 30 Days Notice of cancellation to the City of Jacksonville applies to all policies when required by written contract.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary:

(a) That is an "insured" under any other automobile policy or

(b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership, joint venture or limited liability company,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph **A.1. - WHO IS AN INSURED – of SECTION II - LIABILITY COVERAGE** is amended to add:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph **A.1 - WHO IS AN INSURED of Section II - LIABILITY COVERAGE** is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

2. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to **A.1 WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE**:

Any person or organization for whom you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the **WHO IS AN INSURED** provision contained in **SECTION II** of the coverage form.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess

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over any other valid and collectible insurance available to the additional insured.

3. **AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

(1) $50,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of $75 per day and a maximum limit of $2,250.

6. **EXTRA EXPENSE – BROADENED COVERAGE**

Under paragraph **A. of SECTION III – PHYSICAL DAMAGE COVERAGE**, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph **C. Limit of Insurance**.

7. **LEASE GAP COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, we will pay in the event of a total "loss" your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

8. **AIRBAG COVERAGE**

Under Paragraph **B. Exclusions of SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

9. **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in **2.a of A. Loss Conditions, 2. Duties in the Event Of Accident, Claim, Suit or Loss of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership; or

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(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

10. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

11. WAIVER OF SUBROGATION

Transfer Of Rights Of Recovery Against Others To Us of SECTION IV – BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

12. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by any person, including mental anguish or death resulting from any of these.

13. NOTICE OF CANCELLATION TO THIRD PARTY

The following is added to **A.2., Cancellation** of **COMMON POLICY CONDITIONS**

If we initiate a cancellation or non-renewal for any reason, other than non-payment of premium, we will mail notice of cancellation to the person or organization scheduled on the policy as an additional insured 30 days before the effective date of cancellation. We will mail such notice to the address of the Additional Insured scheduled on the policy and in at least 30 days before the effective date of the cancellation or non-renewal.

If the Insured initiates the cancellation or in case of non-payment of premium, we will not mail advance notice but, a final cancellation notice will be sent to the person or organization scheduled on the policy as an additional insured. We will mail such notice to the additional insured address upon final cancellation of the policy.

14. Vehicle wrap coverage

Paragraph **A. Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to include the following additional paragraph:

Vehicle Wrap

In the event of a "loss" to a covered "auto", we will provide the following coverage if such "loss" is caused by:

A. Other than collision only if the Declarations indicates that comprehensive Coverage is provided for the covered "auto";

B. Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for the covered "auto"; or

C. Collision only if the Declarations indicates that Collision Coverage is provided for the covered "auto".

We will pay for "loss" to a "vehicle wrap" that is installed on the covered "auto". The most we will pay for "loss" is $5,000 per policy period.

We will not pay for "loss" due to and confined to wear and tear; or damage to paint or the vehicle caused by faulty installation of a "vehicle wrap".

The "vehicle wrap" is subject to the Comprehensive deductible for the covered "auto", except in the event of a "loss" to a covered "auto" for which such vehicle is involved in a collision and there is both:

(1) Collision damage to the vehicle; and

(2) Damage to the "vehicle wrap"

Then the collision deductible will apply.

If the "vehicle wrap" is damaged in a collision the lesser of replacement cost or original purchase cost of the "vehicle wrap" will apply.

SECTION V. DEFINITIONS is amended to include the following additional definition.

"Vehicle Wrap" means self-adhesive vinyl decals or sheets applied to the exterior body or window of a covered "auto". Signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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15. GARAGEKEEPERS

The most current version of endorsement CA 99 37 that is approved in your state is added to the policy on an Excess insurance basis with a maximum limit of $10,000 and a $500 deductible for each Customer's Auto for all perils. The limit is applicable on a blanket basis to all Insured owned locations.

16. ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, Paragraph 1. Is amended to include:

However, if the covered "auto" has less than 36,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

17. FIRE DEPARTMENT SERVICE CHARGE

Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,500 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance

No deductible applies to this additional coverage.

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COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 60 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.2(a)** is replaced with the following:

(a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. **PERSONAL AND ADVERTISING INJURY**

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item **2. Exclusions**:

q. **Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. **Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. **ADDITIONAL INSUREDS - AUTOMATIC STATUS**

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **a.** through **g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. **State or Governmental Agency or Subdivision or Political Subdivisions**

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. **Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. **Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. **Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. **Other Insurance**

b. **Excess Insurance**

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. **WHO IS AN INSURED BROADENED**

Under **SECTION II - WHO IS AN INSURED** the following is added to item **1:**

f. **Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

   a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

   b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in **3.** above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) An "executive officer" or insurance manager, if you are a corporation; or

   (4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) An "executive officer" or insurance manager, if you are a corporation; or

   (4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and non-contributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I** - Coverage **A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS,** item **3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS,** item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured s rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS,** item **14.** the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

FFVA Mutual Insurance Co.

WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

Endorsement No.
Endorsement Effective 09/11/2020

NCCI Co. No 31321

FFVA Mutual Insurance Co.
(NAME OF INSURANCE COMPANY)

Policy Number WC840-0020891-2020A
Insured Brooks Building Solutions, Inc.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Issue Date 09/10/2020

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