



ATTACHMENT A: TECHNICAL PROPOSAL REQUIREMENTS & SPECIFICATIONS COG-2124 for HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services in Ohio

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of **Attachment A** structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
This is a sample question. Do not provide a response.	

For sections of **Attachment A** structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement.

1.1.2.	Installation. Is installation available as a part of your proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

1.2. Use of Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to **Section 2.2.1.**, the following electronic file name would be appropriate: ***Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf***.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

2.1.1.	Company Name & Address.	
Company Name:	Waibel Energy Systems	
Headquarters Street Address:	815 Falls Creek Drive	
City, State & Zip Code:	Vandalia, OH 45377	
Main Telephone Number:	(937) 264-4343	
Website:	www.gowaibel.com	
2.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
<p>In 1989 Dave Waibel purchased Patterson Trane a Trane franchise which had been in Dayton, OH since the mid-1950s. He operated the company as Dayton Trane. The company was the Dayton commercial sales and service office for the Trane Company, the world's largest manufacturer of commercial and residential HVAC equipment. The company moved its location to Vandalia, OH in 1994. In 1998, the company expanded to include contracting and a heavier focus on controls retrofits in existing buildings. The company continued to expand its offerings beyond Trane equipment and service and eventually in 2005 changed its name to Waibel Energy Systems and began rebranding to become a full-service design build contractor. Also in 2005, Waibel launched its own web based control product known as BuildingLogiX. In 2012, Waibel added card access and surveillance as a service offering. In 2020, Waibel changed ownership from Dave Waibel to Dave Crosley (President), Alex Waibel (President of BuildingLogiX), and Andy Waibel (Vice President). In 2020, Waibel quickly geared up its Healthy Building Services to assist clients with their COVID-19 related needs. In April of 2021, Waibel became an independent corporation no longer tied to Trane as a franchise.</p>		
2.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Ohio S-Corporation
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.

<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.
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2.2. Financial Strength & Legal Considerations

2.2.1.	<p>Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. <i>Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</i></p>	
<p>Waibel is an accredited business with the Better Business Bureau with a rating of A+. In 2021, Waibel earned the BBB Eclipse Integrity Award which honors the ethics, honesty, and integrity of businesses and nonprofits in the market.</p> <p>Waibel’s DUNS number is 6170715 and has a bond rating of A.</p> <p>A letter from our CFO Steve Stanforth has been attached for your review.</p>		
2.2.2.	<p>Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	
None		
2.2.3.	<p>Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	
None		
2.2.4.	<p>Mandatory Contract Performance Disclosure. Pursuant to RFP Section 3.13, disclose whether the your company’s performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder’s proposal. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.</p>	
None		

2.2.5.	<p>Mandatory Disclosure of Governmental Investigations. Pursuant to RFP Section 3.14, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.</p>
None	

2.3. Industry Qualifications

2.3.1.	<p>Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>
Value Added Reseller and Service Provider	
2.3.1.1.	<p>Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP.</p>
<p>Waibel is a value added reseller of brands including American Air Filter (complete line of HVAC filters and dust collection systems), Axis Communications (security cameras and software), AIPHONE (full line of video intercom equipment and emergency towers), Belimo (complete line of actuators, valves, sensors, and system and retrofit solutions), Cochrane Supply (a full line of building automation solutions, HVAC control components, networking and system integration equipment, electrical controls and VFDs, burner combustion controls, pneumatic controls, and security parts), Hanwha Techwin America (security cameras and software), Milestone (security software solution for security cameras), Vykon Tridium (complete line of building automation, energy and security products), and IPVIDEO's HALO Smart Sensor (device to detect vaping, glass breakage, gun shots, key word detection, and much more).</p>	
2.3.1.2.	<p>Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your dealer network independent or company owned?</p>
<p>Waibel is an independent service provider. We work with all major manufacturers to provide HVAC equipment, BAS, security, and plumbing for our clients. We can install and service this equipment with our own technicians. We have an extensive list of equipment and parts to choose from to provide a solution to client needs. We utilize major companies like Cochrane Supply, Belimo, RLE Technologies, Dent Instruments, Windy City Wire, Onicon, Senva, and others to ensure we have numerous brands and multiple lines to choose from. Our main subcontractor is White Facility Services who</p>	

provides our electrical needs for a project. Other than this, our subcontractors are based on the type of project and often times which contractor an entity has previously used and feels comfortable with while also providing competitive pricing and high-quality workmanship (for instance a roofing contractor or engineering firm).

2.3.2.	Industry Experience. How long has your company provided products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?
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Waibel has existed since 1989 and providing HVAC system installs and service including building automation controls. In 1998, Waibel expanded to include contracting and a heavier focus on controls retrofits in existing buildings. In 2005, Waibel launched its own web-based control product known as BuildingLogiX. In 2012, Waibel added card access and video surveillance services as well as facility maintenance services. In 2018, Waibel added plumbing services. In 2020, Waibel expanded its healthy building related services to include air purification devices.

100% of revenue in the last three calendar years came from our extensive product and service offerings.

2.3.3.	Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.
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Waibel mainly serves the Dayton, Cincinnati, and Columbus regions. However, we are able to service other areas in the state of Ohio. We also provide services in northern Kentucky, eastern Indiana, and southeast Michigan. We sell and service our BuildingLogiX brand throughout the country.

2.3.4.	Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
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The licenses required for Waibel to do business in the state of Ohio have been attached for your review. They have been maintained as required for our company to do business. They include:

HVAC Contractor's License

Certificate of Ohio Workers' Compensation

Certificate of Liability Insurance

W-9

Certified Backflow Tester

Registered and Bonded Plumbing Contractor Registration

At times, we find communities that have their own vendor requirements for licensure, and we ensure to follow the requirements. For instance, the City of Springfield requires a contractor license registration. We have included as an example.

Our electrical subcontractor has a state electrical license.

2.4. Public Sector Focus

2.4.1.	Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services similar to what is defined in the scope of this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?
<p>Southwestern Ohio Educational Purchasing Council (SW EPC) HVAC Filters contract since 2017. This contract is renewed yearly.</p> <p>2021 – \$151,713</p> <p>2020 – \$169,860</p> <p>2019 – \$41,491</p> <p>SW EPC - Disinfection as a Service contract since 2020. This contract is renewed yearly.</p> <p>2021 – \$832,497</p> <p>2020 – \$338,679</p> <p>2019 – did not have contract</p> <p>National Cooperative Purchasing Alliance since 2016. We renewed the agreement in August of 2020. This is a five-year contract and expires August 31, 2025.</p> <p>2021 – \$2,532, 062.56</p> <p>2020 – \$2,536,033.48</p> <p>2019 – \$2,718,301.81</p>	
2.4.2.	Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?
<p>Dollar amount – approximately \$8.5M</p> <p>Percentage of total annual revenue - 25%</p>	
2.4.3.	Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?
<p>Dollar amount – approximately \$5.1M</p> <p>Percentage of total annual revenue - 15%</p>	
2.4.4.	Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? <i>For clarity, the figures requested are to include revenue</i>

generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.

Waibel has been a large commercial HVAC service and controls provider for over 30 years and has served a service area covering 14 counties in southwest Ohio. In addition, we have supported and provided services to other high-profile clients outside of this area and many other states. We have a growth strategy plan to open offices in other major cities like Cincinnati and Columbus over the next two years. This strategy includes business development efforts in these markets, acquisitions of other providers, earning contract like this one to provide services to clients, growing our controls service business, improving and increasing our training of technicians on complex systems, continued investment in technology, and developing and extending our leadership talents among our associates. Waibel invests a lot of resources in technical and professional development training for our associates. Furthermore, we believe in our culture of doing what is right for our clients and associates. This is very important to us as an organization to ensure that this culture grows as our business grows. Waibel currently does business with over 40 school districts and 20 local government customers. With our experience and reputation, we see great opportunity to grow this segment of our business.

Revenue generated over the last three years in this segment is over \$30M. The percentage of total revenue over the last three years for the public clients is roughly 40% per year.

2.5. Customer References

2.5.1. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:

- Customer name and location;
- Customer contact person and their title, telephone number, and email address;
- A brief description of the products and services provided by your company;
- Customer relationship starting and ending dates; and,
- Notes or other pertinent information relating to the customer and/or the products and services your company provided.

Vandalia Butler Schools located in Vandalia, Ohio.

Marcus O'Brien – Business Manager – 937-409-8306 – marcus.obrien@vbcasd.com

We partnered with the Vandalia Schools to provide facilities services management and full maintenance for the HVAC systems and components. Site management included oversight of district maintenance and custodial personnel for three elementary schools, two middle schools, one high school, the Board of Education Offices, and the district maintenance and transportation facility. The district hired our employee who now serves as their Operations Director. We currently provide a Full Maintenance Agreement for their HVAC systems. This ensures costs are known from year to year: consider it an insurance policy for equipment.

Miamisburg City Schools located in Miamisburg, Ohio.

Scott Gilbert - Former Business Manager – 513-708-7863 – sgilbert@springboro.org

Rich Baker – Facility Supervisor – 937-605-1056 – rbaker@miamisburg.k12.oh.us

Waibel has worked with the district for over 10 years and continues the partnership today. We have provided a full maintenance agreement on all mechanical equipment. We provide on-site and remote support for controls. We provided controls integration for all buildings to the Niagara 4 platform including all graphics. We provide energy monitoring and energy savings measure recommendations and assist with implementation. We have installed mechanical equipment. We did a \$2M mechanical/controls retrofit in 2012.

Riverside Local Schools located in De Graff, Ohio.

Scott Mann – Superintendent – 937-585-5981 – smann@riverside.k12.oh.us

Waibel has provided the district with HVAC related services for over eighteen (18) years and continues to do so. During these years, Waibel has provided mechanical and control related services associated with one (1) Trane air cooled chiller, hot water boilers, variable frequency drives, air handlers, Trane controllers, VAV boxes and boilers. Waibel has implemented a HB 264 energy performance project exceeding savings expectations. Waibel has installed and programmed security cameras and door access controls. Recently, Waibel assisted the District with the installation of air handling applications that reduce the probability of COVID spread, having positive impacts on student and staff.

Milton-Union Exempted School District

Dr. Brad Ritchey – Superintendent – 937-884-7910 – ritcheyb@muschools.k12.oh.us

Waibel has been servicing the Milton-Union District for over 10 years and continues to do so. The District is described as “The Greenest School in the State”. Waibel worked early on with HEAPY Engineering to deliver a complete HVAC and Controls System. Energy Use Displays (flat screens) and Rainwater Reclamation are in place so the public can see the energy use and savings real time. The systems are monitored and controlled by Waibel. Applications include Trane and BuildingLogix controls. After construction, Waibel and the district entered into a service agreement that included the servicing of air-cooled chillers, pumps, air handlers, VAV boxes, hot water boilers, Trane controls and energy conservation applications associated with advanced BuildingLogiX software and hardware applications. A critical component of the service agreement has been monitoring HVAC alarms since the school was opened. With the assistance of Waibel, the district has optimized their advanced energy conservation applications installed during construction which included making of ice during non-peak hours to assist in cooling the school, rainwater for potable uses, solar panels, and a wind turbine. This has led to one of the most efficient K-12 schools in the state.

Miami County located in Troy, Ohio.

Chris Johnson – Director of Operations and Facilities – 937-440-5999 - CJohnson@miamicountyohio.gov

Waibel has been servicing Miami County for over 15 years and continues to provide services. Waibel provides preventative maintenance services on chillers, boilers, AHU/RTUs, and pumps. We provide mechanical repairs as needed. We provide building automation controls maintenance and monitoring. We utilize our BuildingLogiX software to provide analytics of their facilities. We set up a virtual server so staff can view all building automation remotely. We have provided BAS upgrades. We have replaced 3 chillers and multiple high efficiency boilers. We completed a large retrofit project consisting of 150 VAV boxes, RTUs, and a chiller/boiler plant upgrade while the building was occupied. We have provided plumbing repairs over the past several years including piping for equipment installs. We most recently provided a proposal for air purification for their sites. We provide air filters and parts directly for in-house staff to install.

Montgomery County located in Dayton, Ohio.

Julie Gourley – Managing Engineer – 937-479-7743 – gourleyj@mcOhio.org

Waibel has been servicing Montgomery County for over 15 and continues to provide services. Waibel provides preventative maintenance services on chillers, boilers, AHU/RTUs, and pumps. We provide mechanical repairs as

needed. We provide building automation controls maintenance and monitoring. We utilize our BuildingLogiX software to provide analytics of their facilities. We set up a virtual server so staff can view all building automation remotely. We have provided BAS upgrades. We have replaced 6 air cooled chillers. We completed a large controls upgrade while the building was occupied. We have provided plumbing repairs over the past several years including piping for equipment installs. We have provided air purification solutions for buildings and have proposed additional equipment for remaining buildings. We provide parts directly for in-house staff to install.

Section 3. Products and Services

3.1. Products & Services

3.1.1.	<p>Product & Services Description(s). Provide a detailed description of all products and services being offered as a part of your proposal.</p> <p>IMPORTANT: this description along with the products and services priced in the Attachment B – Cost Proposal will be utilized to define the overall scope of products and services available under a resulting contract.</p>
	<p>* Waibel provides all services as suggested in manufacturer’s recommended specifications for preventative maintenance on HVAC and building automation controls systems.</p> <p>*HVAC equipment install including brands such as Daiken, Trane, and Carrier</p> <p>*HVAC equipment repairs</p> <p>*HVAC maintenance agreements including scheduled service agreements, full maintenance agreements (think of this as an insurance policy for your equipment), or Performance Based Service Agreements with or without a Savings Guarantee</p> <p>*Specialized services for HVAC including but not limited to infrared scanning, pump laser alignment, coil cleaning, air balancing, tube brushing, safety inspections, strainer cleaning, warranty renewals, overhauls and intellipak refresh, air and water balancing, retrofits, air compressors, cooling tower rebuilds, fan balancing, and filter changes.</p> <p>*Specialized HVAC testing services to include but not limited to: Eddy Current testing, combustion analysis, refrigerant monitoring, glycol concentration testing, lithium bromide analysis, oil analysis, augery, pressure testing, vibration analysis, and water treatment.</p> <p>HVAC equipment install, service, repair</p> <p>*Building automation system install, upgrades, service, repair, alarm resolution, commissioning, recommissioning (process of testing the facility’s building automation system and HVAC equipment to ensure it is still functioning as designed and making the necessary adjustments to ensure it is), remote monitoring, onsite inspections, trending and building analytics. We can replace proprietary controls systems with an open Niagara system, or we can integrate a current system with a new Niagara front end allowing the reuse of most if not all of the controllers and sensors. This can all be provided as stand alone services or as a part of a Controls Service Agreement.</p> <p>*Healthy Building Services related to proper ventilation such as increasing the number of air changes, monitoring air changes, verifying proper building pressurization, verifying exhaust fan and damper operation, and confirming temperatures, humidity and CO2 levels. System disinfection of coils, ductwork, drain pans, equipment cabinet, and fan wheels. Air purification devices like UV-C (both active and passive technologies), bipolar ionization units, or portable HEPA/UV-C units. Water treatment to consist of water management plans, legionella detection and remediation, water</p>

treatment programs, system cleaning, potable piping disinfection, equipment install. A full line of filter solutions to meet a client's needs.

*BuildingLogiX (BDX) install and maintenance. Waibel has taken open systems to the next level by utilizing the BuildingLogiX system of products which have been developed over time by an in-house software development team. BDX raised the standard in open integration products. It provides full interoperability amidst many proprietary protocols. Integrations include legacy systems such as Honeywell, Trane, Andover, Johnson Controls, and many more. With the help of BDX, clients can bring legacy protocols to the web! We can create Equipment Report Cards to identify problems or inefficiencies with a device.

*Design Build Services – Waibel is a service specialist beginning every project with a vision of serviceability and maintenance. Our team begins with the final product in mind and the system will function while in operation five years down the road. The system must make sense from schematic design through construction documents and into construction. We can provide planning, scheduling, engineering, piping systems, ductwork systems, electrical, plumbing, equipment procurement, building controls systems, warranty service, and building monitoring turnkey solutions from design to installation. Waibel can also provide capital projects like roofing, paving, lighting installs or upgrades, remodels, windows, etc. through its extensive network of direct suppliers, partners, and manufacturing relationships. We can provide a total turn-key project eliminating additional layers of mark-up due to our relationships. We will self-perform any part of the project that we normally offer and project manage any other work to ensure it meets the same high quality standards we have for our services.

*Waibel will provide a comprehensive line of products to meet building access control, security management, and video surveillance needs. We can provide equipment, install, and repairs.

*Waibel can provide a variety of commercial plumbing services to include but not limited to new construction install, repairs, backflow prevention device testing and certification, HVAC equipment piping, plumbing maintenance, water heater maintenance and replacement, water fountain (with or without bottle filler) install or retrofit. We have the ability to freeze pipes to avoid draining water lines, sprinkler systems, or hot water systems before cutting a pipe for repair. We also have a specialized tool to provide flameless press technology to eliminate sweating, brazing, and grooving.

* Energy Management System Monitoring – We utilize the power of the Niagara Framework to act as a data acquisition tool. Niagara can connect with and pull data out of most existing BAS and EMS systems. Our business has invested over \$25 million over the last 12 years to develop the data normalization, data organization, and data visualization tools to help manage, measure, and improve building performance through BAS and mechanical systems. Our solution can be housed at a customer site, on a cloud infrastructure, or a combination of both. This allows for flexibility in terms of choice by the client and also manage network security and data management.

*Energy Audits and Benchmarking – from a free energy audit and benchmarking study to more involved energy audits for grant funding, we can do it all. We typically start with determining the energy spend for gas and electric going back 12 months. We install temporary wireless sensors to record temperatures, CO2 levels, humidity, and light levels. This is helpful to determine if the building is performing as expected. A detailed analysis of the data collected will be completed, and a thorough report will be generated. An Energy Star benchmark will be provided to compare the facility against similar facilities. A baseline cost per square foot will be generated. If a client needs more detailed information or a full list of energy savings measures, Waibel can also perform ASHRAE Level 1, 2, or 3 Energy Audits.

*HVAC filters and duct collection systems

*Commercial HVAC equipment and parts – items can be bought directly through us. Due to our buying power, we can provide pricing less than direct to customer for many suppliers.

*Sheet metal and plumbing fabrication

*Customer training

*Leak detection solutions

*Temporary cooling lines of products

*Rental chillers, RTUs, boilers including setup and delivery

*Financing options – Waibel works with its clients to help spread costs of projects overtime while also ensuring that new investments are being properly maintained. Financing can be offered on projects with no additional fees added.

*Facility maintenance and custodial services

3.1.2.	Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.
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As part of Waibel’s Design Build qualifications, we can provide capital projects like roofing, paving, lighting installs or upgrades, remodels, windows/doors, etc. through our extensive network of direct suppliers, partners, and manufacturing relationships. We can provide a total turn-key project eliminating additional layers of mark-up due to our relationships. We will self-perform any part of the project that we normally offer and project manage any other work to ensure it meets the same high quality standards we have for our services.

3.1.3.	Customized Offering. Describe how you are able to customize the program offering to Equalis Group Members.
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Waibel has standard offerings like any other mechanical contractor but one of the things Waibel does best is provide customized solutions to meet the demands of each client. We immediately assign an Account Manager to an interested new client allowing for the Account Manager to meet and listen thoroughly to the needs or specific requirements of the client. Some clients have a vendor we might need to utilize as a subcontractor to do a portion of the work and we have no issue working with a client to do so. Each client has a unique set of needs, and our job is to determine a solution no matter what. Because we offer almost our entire line of services in-house, we have the expertise to solve just about any problem.

3.1.4.	Differentiators. Describe what differentiates your company’s products and services from your competitors.
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Our use of technology in designing and creating intelligent buildings with the capacity to do far more than similar competitors.

We provide 24/7, 365 day after-hour service.

We have more controls technicians in our office than most have on their entire team whose main role is to actively monitor building automation alarms to proactively address issues. We try to establish remote connections with our clients to assist remotely when possible. We also use this connection to identify efficiency or energy issues before they become costly to the client. 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.

Waibel has been able to continuously lower customer costs through energy related projects. One example is a partnership between the Southwest Ohio Educational Purchasing Council and Dayton Power & Light. We provided 32 school districts reduced energy costs without any capital improvements or installation of new equipment. The districts used simple energy-saving measures recommended by our team such as programming boilers more effectively, reducing heating/cooling based on occupancy, and using energy meters to improve load shedding during

nights/weekends/holidays. We saved and/or obtained rebates for Russia and Hardin-Houston Schools in the amount of \$307,000. Vandalia Schools saved \$147,395 per year in energy and received \$78,000 in rebates. Tecumseh Schools cut more than \$80,000. Arcanum Local saved \$185,014 annually. West Carrollton Schools saw savings of over \$372,000 per year.

3.1.5.	Manufacturing. Describe your manufacturing process and any advantages it offers over your competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection & quality control processes, and identification of manufacturing certifications (e.g., ISO).
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We do not manufacture any equipment. We have just started a sheet metal and plumbing fabrication shop so these services will be completed in-house by our team of associates. Most providers would have to subcontract these services. This will allow us to save our clients money and ensure proper fit in the field.

3.2. Turnkey Capabilities

3.2.1.	Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, design-build, site assessment, engineering, equipment consultations & recommendation, installation, on-going programs or systems inspection, and maintenance.
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Waibel is a single point of responsibility for the mechanical (including controls), electrical, security, and plumbing services. Why Us? We have System Design Engineers and Control Architects on staff. We have engineers on board, and can team with additional consultant that are the best fit for a particular project, if needed. We have a full staff of systems estimators that work from a historical database as well as monitor real time market costs and lead times. We use scheduling software to create critical path schedules and then monitor those schedules on a daily basis. Our Field Superintendent or Project Manager will utilize Tool Box meetings to understand the goals for the day. Waibel can design, install and program a controls system. This can be simple or as complicated as required. Once the system is operational, we will conduct training. We have specialized controls analysts on staff who can monitor a building for efficiency, energy use and overall operation. Waibel is not done once a project is finished. At completion, Waibel can customize a service agreement to include equipment and/or controls. We can monitor the trends and identify preventative maintenance issues. We proactively call on clients prior to the end of a warranty to ensure proper operations.

Since Waibel has been in business for so many years, we have developed an extensive network of direct suppliers, partners, and manufacturing relationships that we can count on to provide us with products or services for any project that comes our way.

Equipment: Until April of 2021, we were the Trane supplier for commercial HVAC equipment. Our strong relationship with Trane continues but we are no longer limited on using just Trane equipment. We have manufacturer relationships with Mitsubishi, Carrier, Calmac, Lochinvar, Evapco, Daiken, Axis, Milestone, Tridium, Aiphone, Hanwha, Vykron Tridium, American Air Filter, IPVIDEO, and more.

Parts: Our largest suppliers and we are resellers for many of these are Belimo, Cochrane Supply, Windy City Wire, Onicon, Dent Instruments, RLE technologies, and Senva. We also utilize local suppliers such as 2J Supply, Allied Supply, Carr

Supply, Corken Steel, Fastenal, Grainger, Progress Supply, Alloyd Supply, M&R Electric Motor Supply and others as needed.

Crane services: We occasionally need to utilize crane services to place equipment and/or remove equipment from roofs. We typically utilize Shumacher Crane Rental, Inc or AC Crane Service; however, depending on the location of the job, we will try to find a local provider.

Engineering services: If our team is not able to design a system inhouse or stamped drawings are required, we have strong partnerships with several local engineering firms like Heapy, Garmin Miller, and Helmig Lienesch, LLC.

Electrical services: We can self-perform wiring work but electrical services is the one subcontractor we regularly use. Our go to provider is White Facility Services, Inc.; however, we have relationships with other providers such as Garber Electric and Chapel Electric.

Other services: we have been project managers through NCPA projects and teamed up with manufacturers like Duralast, Garland, and Tremco for roofing or exterior surfaces, Mockabee Lighting for LED upgrades, Kahoe Air Balancing for extensive air balancing needs, and Capitol for windows/doors. For any other services, we will vet partners like we have done over the years to ensure quality vendors are utilized.

3.3. Installation

3.3.1.	Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Waibel is fully capable of installing HVAC equipment, controls, plumbing, and security equipment. We will utilize our own staffing for installs related to this type of work.</p>		
3.3.2.	Installers. Is the installation service performed by an company owned installation team or one of your dealers or resellers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Waibel will be the installer.</p>		
3.3.3.	Qualifications. Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.	
<p>Exact qualifications vary based on the technician. All technicians meet the requirements for the job assigned. We assign technicians to projects based on their skill set and the needs of the client. We can provide details of those who will be assigned to a project to the client prior to starting a project to ensure the client is comfortable with the person working in their facility. As applicable associates will have OSHA 30 hours trainings and lift certifications. In general, our associates have high school diplomas or GED, vocational, trade school or adult education, university lead apprenticeship programs leading to associate degree opportunities, HVAC or Plumbing Journeyman, HVAC mechanical or electrical engineers, advanced degrees, certified energy managers, and more.</p>		

Below is a list of trainings or certifications our technicians have completed. This is not meant to be an exhaustive list just the main ones to point out.

Certifications

Universal Refrigerant Certification
Honeywell Light Commercial Building Solutions Certification
State Certified Brazier
Tridium/Niagara R2 Certification
AX Certification
Backflow Prevention
Project Management
Journeyman Electricians
Journeyman HVAC
Journeyman Plumbers

Trainings

Carrier VVT and Temperatures, Senior AC Mechanics, Applied Electrical Training
Honeywell RM 7800 burner/boiler controls, and Excel 5000 training
Belimo training
Johnson DX9100
TechAces Advanced AX training
Liebert Environmental Technical course
McQuay Carrier Service class
Scotsman Ice Machine course
Lon/BACnet/Modbus Integration
Controls install, commissioning, troubleshooting – Trane, Triudium, Distech, Johnson Controls, Honeywell
Electrical Safety
Trane Tracer MP580, UC400, Regional Warrarnty, VFD, RTAC/RTWD Rotary Chillers and Series R Chillers, CentraVac, Intro to Rover, Precedent Voyager Economizer Operations and Outdoor Damper Setup, CGAM Flow Switch, and TR200 Drives trainings

3.4. Other Services

3.4.1.	Training. If yes, provide a description of the training services offered. Note: <i>Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Waibel provides numerous training opportunities from those mentioned in a previous section to all of the necessary safety training courses like OSHA, CPR, AED, and confined spaces. Specialized trainings are also provided because we want the best trained and qualified staff in Ohio. Technicians receive manufacturer specific training based on the equipment they service. A Safety Committee was established with the mission statement – “To have NO lost time injuries for any Waibel associate. We will accomplish this through education and accident prevention”. Safety impacts the company, the associates, and our families!</p>		

Eight new associate training courses to ensure the vision, mission, history, culture, and expectations are well established.

Waibel provides a paid apprenticeship program through Sinclair Community College.

Waibel provides leadership training through the University of Dayton Center for Leadership. This is offered to all associates who want to consider a current or future leadership role in the company.

Our executive team has an attorney perform business ethics training as it related to pricing and bidding practices for our entire Sales and Sales Support staff. Case studies are presented and discussed. This is a great reminder and refresher for new and tenured sales personnel.

Waibel will also offer customized training to a client based on the equipment at their facility. The best client is a knowledgeable client.

3.4.2.	Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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HVAC Mechanical Maintenance

*Scheduled Maintenance (Preventative)

*Select Maintenance (Full Repair Coverage)

*Performance Based Service Agreements (with or without a savings guarantee)

*Kitchen Hoods

*Manufacturer required preventative maintenance services

*Air purification device bulb changes, filter replacement, bipolar ionization cleaning

*Ensure proper amount of air changes, monitoring air changes, verifying proper building pressurization, verifying exhaust fan and damper operation, and confirming temperatures, humidity and CO2 levels. System disinfection of coils, ductwork, drain pans, equipment cabinet, and fan wheels. Service and repair air purification devices like UV-C (both active and passive technologies), bipolar ionization units, or portable HEPA/UV-C units. Water treatment to consist of water management plans, legionella detection and remediation, water treatment programs, system cleaning, potable piping disinfection, equipment install.

*Specialized services for HVAC including but not limited to infrared scanning, pump laser alignment, coil cleaning, air balancing, tube brushing, safety inspections, strainer cleaning, warranty renewals, overhauls and intellipak refresh, air and water balancing, retrofits, air compressors, cooling tower rebuilds, fan balancing, and filter changes.

*Specialized HVAC testing services to include but not limited to: Eddy Current testing, combustion analysis, refrigerant monitoring, glycol concentration testing, lithium bromide analysis, oil analysis, augery, pressure testing, vibration analysis, and water treatment.

Plumbing Maintenance

Waibel can provide a variety of commercial plumbing services to include but not limited to new construction install, repairs, backflow prevention device testing and certification, backflow repairs/rebuilds, HVAC equipment piping, plumbing maintenance, water heater maintenance and replacement, water fountain (with or without bottle filler) install or retrofit. We have the ability to freeze pipes to avoid draining water lines, sprinkler systems, or hot water systems

before cutting a pipe for repair. We also have a specialized tool to provide flameless press technology to eliminate sweating, brazing, and grooving.

Security and Card Access Maintenance

- *Camera inspections/upgrades/adjustments/repairs/replacements
- *Card access badging inspections/upgrades/repairs/replacements
- *Door lock and strikes inspections/repairs/replacements

Electrical Maintenance

- *Infrared testing and imaging
- *Power distribution inspections

Energy Management

- *Facility assessment and surveys
- *Energy procurement and bill analysis
- *Renewable energy
- *Utility bill tracking and management
- *Energy conservation improvements and tracking
- *Energy Star certification
- *WELL Building certification
- *LEED Building certification consulting
- *ASHRAE Level 1, 2 and 3 studies

Building Automation Controls

Waibel will provide building automation system install, upgrades, service, repair, alarm resolution, commissioning, recommissioning (process of testing the facility's building automation system and HVAC equipment to ensure it is still functioning as designed and making the necessary adjustments to ensure it is), remote monitoring, onsite inspections, trending and building analytics. We can replace proprietary controls systems with an open Niagara system, or we can integrate a current system with a new Niagara front end allowing the reuse of most if not all of the controllers and sensors. This can all be provided as stand-alone services or as a part of a Controls Service Agreement.

3.4.3.	Emergency Service. Describe your company's ability to service emergency maintenance and repair requests.
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Waibel provides 24/7 emergency services 365 days per year. A client would call our office at 937-264-4343 and their call would be directed to the after-hour technician assigned for that day. If a message is required, it is sent to the on-call technician immediately. Our goal is to respond to the request within 30-90 minutes or less. If the client requires a visit during after-hours, the technician will coordinate. If the issue requires additional manpower, the technician will immediately notify his/her supervisor to get additional assistance. Each day, all after-hour calls, emails and communications are reviewed by our service operations team and follow-up is done with both the after-hour technician and client to make sure the problem or question was resolved. As a backup to this process, the client will also have the Account Manager's cell phone number and email address.

3.5. Additional Features

3.5.1.	Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance your company's proposal. Your response may include, but is not limited to, additional or complementary products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
<p>Waibel can provide numerous capabilities that might not be provided by others. Most of the items under the service offerings falling under Specialized Services and Specialized Testing may very well be services that only we are able to self-perform versus others who will submit proposals. Many companies would have to subcontract these services. Some of them include:</p> <ul style="list-style-type: none"> *Filter distribution and delivery services *Augury predictive analysis and tracking (sound and vibration testing) *Laser alignment for open drive motors *Building automation and integration distribution including controls hardware devices, networking devices, sensors, automatic control valves, and actuators. <p>Waibel provides Asset Tagging and a Customer Portal. All details of both programs have been attached.</p>	

3.6. Additional Offerings

3.6.1.	Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats.</u>
<p>Waibel believes all of the service offerings we provide can be included under this RFP.</p>	

3.7. Warranty

3.7.1.	Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u>
<p>Waibel always provides a one-year labor warranty on work performed by our associates. Waibel follows the parts and equipment warranties provided by manufacturers. Our associates try to ensure clients understand how to maintain those warranties (i.e., proper preventative maintenance, water treatment, etc.). If extended warranties are desired by a client, we will work with the client on a case-by-case basis to provide those extended warranties. Waibel consistently has provided warranty work over and beyond the actual manufacturer's warranty allowances. We also offer Full Maintenance Service Agreements where Waibel provides the repair or replacement of equipment covered under the agreement.</p>	

Section 4. Business Operations

4.1. Customer Service

4.1.1.	<p>Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>
<p>Waibel's customer service department is open Monday through Friday from 7:30 am to 5:00 pm eastern time. We have one service center located in Vandalia, Ohio and one parts building located next door. We have a receptionist who answers incoming calls to direct them to the proper department. We have three dispatchers in service and one in controls. These four individuals handle 99% of the customer service calls. If they need to be escalated, we have operations managers (service, controls, projects) available to assist.</p> <p>Quality Control – Although each project is unique, the assurance of quality is a systematic approach. Our primary work types are service repairs or projects. The goal of our Quality Assurance is to maximize customer satisfaction while constantly improving our processes. Waibel believes there are five components of customer satisfaction (below). Each of our associates have been trained on the expectations regarding our commitment to quality. Frequently, we will audit a site or transaction to assure both the client and our internal standards have been met.</p> <ol style="list-style-type: none"> 1) Technical – Have our associates applied their 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 client. Associates are to provide a written description of the services provided along with a verbal discussion. 3) Documentation – The written report includes the number of labor hours worked as well as any materials used. 4) Follow-up – The Account Manager is responsible for following up with the client prior to billing in order to confirm the work provided and the forthcoming invoice match. 5) Billing – The invoice is accurate and contains a written description of the work provided and the costs of labor and materials. 	
4.1.2.	<p>Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>
<p>Naturally, we seek a philosophy of zero defects in our Standards of Quality. Occasionally, a less than satisfactory job is executed. This becomes apparent through customer feedback, technician feedback, or a Quality Audit from our team. Upon notification of a problem, the persons involved are asked to describe their perspective as to why the event occurred or details of what occurred. Our company culture is to do what is right for the client.</p> <p>If the issue is a personnel work practice, the technician will be encouraged to improve, and additional training will be provided if necessary. If ultimately a trend develops of poor workmanship, the associate is released.</p>	

In the event the issue is technical in nature, project or service managers work to fix the issue (i.e., repair did not fix an issue, or a piece of equipment or part is damaged). If we need to involve the manufacturer to resolve the issue, we can and will do so.

If for some reason, there cannot be a mutually agreed upon resolution, we would follow the Terms of the Agreement to end our relationship with the client and worst case follow proper litigation requirements. We have not had to be a part of any litigation with clients.

4.1.3. **Product Returns/Exchange.** Describe your product return/exchange policy and procedures.

If a part is ordered and no longer wanted, we will accept the return and follow restocking requirements of the manufacturer we purchased the part from.

If there is an issue with a piece of equipment/part, it will be replaced during the manufacturer's warranty period based on the manufacturer's standards.

4.2. Order & Invoice Processing; Payment

4.2.1. **Order Process.** Describe your company's proposal development and order submission process.

Once we have received a call from a potential client who wants to purchase services of any kind through us, an Account Manager is immediately assigned to determine the need. Sales support personnel are utilized to provide a solution and pricing. The timeline of this process varies based on the project need. Waibel has standard proposal templates to expediate the proposal writing process. Once the proposal is completed, the Account Manager presents the details to the client. If the client would like to proceed, they would notify the Account Manager and provide a completed New Customer Form and a purchase order.

4.2.2. **Invoice Process.** Describe your company's invoicing process.

All services or projects performed under this agreement would be set-up in our system through a contracting module in GP so they can be tracked and reported on as required. Once services or a project are completed, an invoice would be generated. The invoice will match what was agreed to during the proposal process.

4.2.3. **Payment.** What are your standard payment terms? What methods of payment do your company accept?

Waibel's standard payment terms are net 30. We accept ACH, checks, credit card, and cash.

4.2.4. **Financing.** Does your company offer any financing options or programs? ☒ Yes ☐ No

Financing options can be provided and are project specific. Waibel has typically financed projects over multiple years as part of a service agreement with no additional fees added or interest charges. We would be happy to assist clients with financing their projects if needed.

4.3. Members Contracting for Services

4.3.1.	Customer Set Up. Once an Equalis Group Member decides to accept your company's proposal to provide services, what is the process for the Member to become a customer?	
<p>Waibel requires every new customer to fill out a New Customer Form and will be attached for your review. This form requests basic billing information and points of contact within their organization. If the customer is a tax-exempt customer, we require a copy of their tax exempt form.</p>		
4.3.2.	Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Waibel uses standard agreement templates in order to minimize the amount of time it takes to write up a proposal once a solution has been determined. The templates are then customized to meet the needs of the client. Templates are reviewed regularly and changes in service offerings are reflected in the templates.</p> <p>We utilize Standard Terms and Conditions. These can be revised if mutually agreed. The President will review requested changes. Minor changes can be approved quickly (within 24 hours). Major changes need to be reviewed by legal counsel. This process also happens in a timely manner (generally 24 to 48 hours).</p> <p>Copies of the templates and Terms and Conditions are attached.</p>		

4.4. Bonding Capabilities

4.4.1.	Bonding. Describe your company's bonding capacity.	
<p>We have no issue with bonding capacity for large projects in excess of \$2M.</p>		
4.4.2.	Rating. Is your bonding obtained from a surety with an "A" rating from AM Best?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Nothing additional.</p>		

4.5. Sustainability, Reclamation, and Recycling Initiatives

4.5.1.	Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.	
<p>Waibel has a Green Initiatives Mission Statement which reads: Be environmentally responsible by reducing and recycling waste, being conscious of our energy consumption, executing green policies and educating our associates on sustainability.</p>		

We have a Solid Waste Management Policy with a goal to minimize the solid waste produced by our associates and taking full advantage of the recycling service provided by Rumpke.

We have a Green Cleaning Policy with the purpose to provide a clean and sanitary environment for associates and visitors in a manner that is earth and human friendly. Green Cleaning comprises an entire program affecting Waibel's choice of cleaning solutions, practices, and equipment to practice environmentally conscious cleaning and sanitation procedures and reduce the exposure of building occupants to potentially hazardous chemical containments that adversely impact air quality or impede occupants' well-being.

Waibel's building has been Energy Star certified. We participate in the Dayton Regional Green's Bring Your Green competition. Our progress on sustainability is publicly tracked in a competition against other Miami Valley companies. We engage our associates on sustainability.

We have a team of associates that work with other facility owners to save energy. We propose Performance Contracts where equipment and controls retrofits deliver guaranteed energy savings. We propose Energy Service Agreements where we work with clients to implement low and no-cost measures on existing equipment and controls that can pay for the cost of the agreement. We propose retro-commissioning and energy audits and provide detailed reports on measures that can save energy and also provide the implementation of those measures. Additionally, we have HVAC analytic software we implement at sites that has fault detection and energy tracking that can be used to operate a building efficiently.

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.
<p>Dave Crosley – President of Waibel Energy Systems, Inc. – Executive Contact Office – 937-264-4343 ext 118 Cell – 937-603-5962 Email – dave.crosley@gowaibel.com</p> <p>Dave Crosley graduated from Dayton Christian High School and attended Sinclair Community College. He started his career in April of 1981 at Tobias Heating & Cooling. It was there as an apprentice that he developed his passion for the HVAC and Energy Management industry. He worked in the sheet metal shop making deliveries and by the time he left in 1993, he had become the Lead Service Engineer/Service Manager. Dave had a goal to work for Dayton Trane (now Waibel) and took a position in January of 1994. He started as a service technician. He was given the opportunity to build the companies controls team which went from three to 25 associates. In 2007 he became the General Manager with a</p>	

goal to grow the service and overall operations. The company grew from \$12M to \$30M. In January of 2020, Dave became the President and owner of Waibel Energy Systems. Dave strives to lead a company that makes a difference!

Christy Fielding – Business Development Leader – Contract Manager and Primary Contact

Office – 937-264-4343 ext 144

Cell – 937-356-9069

Email – christy.fielding@gowaibel.com

See attached resumes.

Christina Hacker – Controller – Reporting Contact

Office – 937-264-4343 ext 119

Cell – 937-269-9642

Email – christina.hacker@gowaibel.com

See attached resumes.

Rodney Rhoades – Contracting Manager – Sales Lead

Office – 937-264-4343 ext 113

Cell – 937-603-1016

Email – christina.hacker@gowaibel.com

Rodney has been with Waibel for 30 years and is now the Contracting Manager. He has served as a HVAC Service Engineer, and Trane Controls Installer in the past. He has performed engineering, programming, commissioning, integration, project management, and business management. He is able to integrate LON, BacNet, and Modbus with multiple controls manufacturers. He is skilled at HVAC troubleshooting and HVAC design. He obtained his Microsoft certification in 2008 and his Tridium/Niagara R2 certification in 2009.

Ashely Prichard – Office Manager (HR/Marketing) – Marketing Contact

Office – 937-264-4343 ext 123

Cell – 937-414-2621

Email – ashley.prichard@gowaibel.com

Ashley obtained her Bachelor of Science from Wright State University specializing in Organizational Leadership. She began her career with Waibel Energy Systems in 2004. Her roles have included summer intern, ABS Administrator, Marketing Coordinator, and Office Manager/HR. She recently completed the University of Dayton Center for Leadership Women Lead program. Previously, she completed the Dale Carnegie Effective Communication and Human Relations course and the Disney Institute Selection, Training and Engagement course. She has skills in Training and Development, Event Planning, Graphic Design, Benefits Administration, Green Initiatives, and safety initiatives.

5.1.2.	Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.
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Waibel has 120 full-time or part-time associates. There is a belief within the organization that everyone has an influence on sales; however, Waibel has a strong sales team and an even stronger sales support team. The entire sales team works

directly for Waibel Energy Systems. We attempt to assign the Account Managers into sales territories but often times his/her expertise lends itself to a certain vertical market which takes them outside of the territory. This is flexible to meet company needs. Those in Business Development focus on all vertical markets. Account Managers are assigned accounts within all vertical markets. Our vertical markets consist of healthcare, K-12 and Higher Education, Government, Industrial or Manufacturing, and Commercial buildings.

Sales Manager (1) – Dave Crosley

Business Development Leader (1) – Christy Fielding

*Business/Project Development (3)

Sales Leaders (2) – David Conklin and Matt Musselman

*Account Managers (5)

Sales Support Team Manager (1) – Rodney Rhoades

*Engineers (3)

*Estimators (5)

*Designers (1)

*Project Managers (2)

*Project Administrator (2)

Parts Sales (3)

5.2. Contract Implementation Strategy & Expectations

5.2.1.	Contract Expectation. What are your company's expectations in the event of a contract award?
<p>If awarded the contract, Waibel would like to start promoting immediately. We would want to get all required paperwork approved and processed. We would like to set up a meeting with Equalis/CCOG staff to learn how we can work together to maximize the benefits of this contract to eligible entities. We would expect contract utilization within the first six months if not sooner. Since we have experience with other purchasing cooperatives, we believe our expectations of Equalis are fairly minimal at the same time as expecting great success.</p>	
5.2.2.	Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.
<p>Waibel is a growing company that believes part of our growth strategy is creating opportunities for our current and future associates. Retaining and attracting professional business-minded associates is a must for our future. When people see growth opportunities for themselves and not just more work, it brings excitement and inspiration. Developing the right and best-in-class infrastructure also requires continuous investment and improvement. We are committed to this as well as technical and professional training for our associates.</p> <p>Maintaining our culture and commitment to our clients is the focus. Sales are part of our DNA, and we have and will continue to develop one of the best sales teams in our industry! We have also developed a strong sales support team</p>	

with great talent and experience as well. This team consists of Estimators, Managers, Engineers, Designers, and Project Managers. This team has many years of field experience as well professional training and degrees. They are more than qualified in everything from Construction, General Trades, Plumbing, HVAC, Refrigeration, Security Systems, WELL and Healthy Buildings, and Clean and Renewable Energy. We have operated within a 14 county area in southwest Ohio for more than thirty years. We have begun to develop our business area beyond the 14 counties over the last four years.

Most recently, over the last year, we have added several Business Development associates. This team is led by our Business Development Leader, who has a significant amount of knowledge and many years of experience in the educational and local government market. We have seen considerable growth over the last several years. Still, even more importantly, a lot of the groundwork has been completed to recognize even more dramatic gain.

Our increased sales area and our growing well-equipped sales force are the engines to our growth strategy. However, our reputation as a great service provider provides plenty of success stories and excellent references. Making sure we deliver expected excellence is key to client development while being seen as a trusted advisor. This kind of trust repeatedly proves to drive the very opportunities that this contract can be utilized for. If awarded this contract, we will immediately start utilizing it as we have several projects in a purchasing holding pattern until we could win a contract like this. Clients look to us for turnkey solutions to meet the challenges they face. We help their business operate better because we deliver completed projects on time and on budget. We also stay engaged to make sure they perform as promised.

5.2.3.	Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Our sales team members earn the same commission on all sales. Waibel highly encourages the use of cooperatives by its sales teams as a means of providing our services to public sector entities. Since this is a pre-bid agreement that meets bidding laws in Ohio, it will save public entities time, money, and allow them to choose a vendor they want to work with and trust versus going out to bid and ending up with low bidder as the method of bidding. Our sales team is excited Waibel has chosen to submit a response to this RFP and have projects lined up that will be able to utilize this contract almost immediately if awarded. This contract would provide us a means to provide our full line of services to public entities while meeting the requirements of RC 167.081.

5.2.4.	Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract?
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Year 1 - \$3-4M
 Year 2 - \$4-5M
 Year 3 - \$5-7M
 Year 4 - \$7-9M
 Year 5 - \$9-12M

ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal ("RFP") in order to facilitate the execution of the master group purchasing agreement ("**Master Agreement**") with the winning supplier ("**Winning Supplier**"). CCOG reserves the right to reject a Bidder's proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder's proposal. **Failure to provide such required information may result in a Bidder's proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in blue ink, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

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Bidders must provide all the information outlined below.


1. Equalis Group RFP Name: RFP # COG-2124, HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services in Ohio																	
2. Bidder Name: <u>Waibel Energy Systems, Inc.</u> (legal name of the entity responding to RFP)	3. Bidder Federal Tax ID # or Social Security #: <u>31-1258152</u>																
4. Bidder Corporate Address: 815 Falls Creek Drive Street Address 2 Vandalia, OH 45377	5. Bidder Remittance Address (or "same" if same as Item #5): Same Street Address 2 City, State Zip																
6. Print or type information about the Bidder representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u> <table> <tr> <td>Bidder Representative:</td> <td><u>Christy Fielding</u></td> </tr> <tr> <td>Representative's Title:</td> <td><u>Business Development Leader</u></td> </tr> <tr> <td>Address 1:</td> <td><u>815 Falls Creek Drive</u></td> </tr> <tr> <td>Address 2:</td> <td><u>Street Address 2</u></td> </tr> <tr> <td>City, State Zip:</td> <td><u>Vandalia, OH 45377</u></td> </tr> <tr> <td>Phone #:</td> <td><u>937-356-9069</u></td> </tr> <tr> <td>Fax #:</td> <td><u>Fax #.</u></td> </tr> <tr> <td>E-Mail Address:</td> <td><u>Christy.fielding@gowaibel.com</u></td> </tr> </table>		Bidder Representative:	<u>Christy Fielding</u>	Representative's Title:	<u>Business Development Leader</u>	Address 1:	<u>815 Falls Creek Drive</u>	Address 2:	<u>Street Address 2</u>	City, State Zip:	<u>Vandalia, OH 45377</u>	Phone #:	<u>937-356-9069</u>	Fax #:	<u>Fax #.</u>	E-Mail Address:	<u>Christy.fielding@gowaibel.com</u>
Bidder Representative:	<u>Christy Fielding</u>																
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Fax #:	<u>Fax #.</u>																
E-Mail Address:	<u>Christy.fielding@gowaibel.com</u>																
7. Print or type the name of the Bidder representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): <table> <tr> <td>Bidder Representative:</td> <td><u>Dave Crosley</u></td> </tr> <tr> <td>Representative's Title:</td> <td><u>President</u></td> </tr> <tr> <td>Address 1:</td> <td><u>815 Falls Creek Drive</u></td> </tr> <tr> <td>Address 2:</td> <td><u>Street Address 2</u></td> </tr> <tr> <td>City, State Zip:</td> <td><u>Vandalia, OH 45377</u></td> </tr> <tr> <td>Phone #:</td> <td><u>937-603-5962</u></td> </tr> <tr> <td>Fax #:</td> <td><u>Fax #.</u></td> </tr> <tr> <td>E-Mail Address:</td> <td><u>dave.crosley@gowaibel.com</u></td> </tr> </table>		Bidder Representative:	<u>Dave Crosley</u>	Representative's Title:	<u>President</u>	Address 1:	<u>815 Falls Creek Drive</u>	Address 2:	<u>Street Address 2</u>	City, State Zip:	<u>Vandalia, OH 45377</u>	Phone #:	<u>937-603-5962</u>	Fax #:	<u>Fax #.</u>	E-Mail Address:	<u>dave.crosley@gowaibel.com</u>
Bidder Representative:	<u>Dave Crosley</u>																
Representative's Title:	<u>President</u>																
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Phone #:	<u>937-603-5962</u>																
Fax #:	<u>Fax #.</u>																
E-Mail Address:	<u>dave.crosley@gowaibel.com</u>																

8. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes ☐ No ☒


If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

9. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that Waibel Energy Systems, Inc. (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that Waibel Energy Systems, Inc. (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that Waibel Energy Systems, Inc. (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that Waibel Energy Systems, Inc. (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

10. Supplemental Bidder Contract and Equal Employment Opportunity Information:

- A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>120</u>	<u>120</u>
% of those who are Women:	<u>10</u>	<u>10</u>
% of those who are Minorities:	<u>4</u>	<u>4</u>

- B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- ☐ NO -or-
☒ YES, but for less than 50% of the work -or-
☐ YES, for 50% or more of the work

- C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: White Facility Services
 Street Address 1: 2226 Hamilton Eaton Road
 Street Address 2: Street Address 2
 City, State Zip: Hamilton, OH 45011
 Work to be Performed: Electrical subcontracting needs

Estimated percentage of total proposal to be performed by subcontractors: 5 %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).
 Define the part of the work that will be performed by each subcontractor.


Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>12</u>	<u>12</u>
% of those who are Women:	<u>10</u>	<u>10</u>
% of those who are Minorities:	<u>5</u>	<u>5</u>

11. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, ☒ Bidder will not (or) ☐ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

12. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, ☒ Bidder will not (or) ☐ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for

consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

13. I , (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of **Waibel Energy Systems, Inc.** (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

14. Additional Documents:

CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio and when Federal funds are being used to purchase Products & Services.

14.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Bidder representative

14.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



Signature of Bidder representative

14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

14.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? Yes


(Initials of Authorized Representative)

14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? Yes

(Initials of Authorized Representative) 

14.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? Yes

(Initials of Authorized Representative) 

14.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.


Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner 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.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)

14.3.5. Contract Work Hours and Safety Standards Act


Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)

14.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)

14.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? Yes 


(Initials of Authorized Representative)

14.3.8. Debarment and Suspension

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? Yes


(Initials of Authorized Representative)

14.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? Yes


(Initials of Authorized Representative)

14.3.10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Supplier Partner agree? Yes


(Initials of Authorized Representative)

14.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)


14.3.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)

14.3.13. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)

14.3.14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Waibel Energy Systems, Inc.

Bidder Name

A handwritten signature in blue ink, appearing to read 'Dave Crosley', written over a horizontal line.

Signature of Authorized Company Official

Dave Crosley

Printed Name

President

Title

11/5/2021

Date



**Financial Statement Summary
Waibel Energy Systems, Inc.
August 1, 2021**

This memo is intended to satisfy requests for detailed financial information and/or internal financial statements of Waibel Energy Systems, Inc. (WES). WES was registered in the state of Ohio in 1989 and has always been a privately held corporation. The company maintains operations at its headquarters in Vandalia, Ohio.

As a privately held corporation WES does not provide financial statements to vendors or other interested parties that are not investors in our business. However, for those wishing to establish a business relationship with WES we can offer the following financial information:

- WES has successfully operated its business for over 30 years since 1989.
- WES has maintained profitability for the past several years.
- WES has ample liquidity and, if necessary, borrowing capacity to fund all of its current or future operations – bank references have been provided.
- If requested, vendor references have also been provided.
- The DUNS number for WES is 61707154 – feel free to review our payment and corporate history as reported by D& B.
- WES has maintained substantial shareholder equity for many years.

We are pleased to move forward with a business relationship with you. If you have any other questions regarding our financial position or operations please contact our Chief Financial Officer, Steven R. Stanforth, at 937-264-4320 or steve.stanforth@gowaibel.com

Sincerely,

Steven R. Stanforth, CFO





**Department
of Commerce**

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

Mike DeWine
Sheryl Maxfield

Mike DeWine Governor	HVAC CONTRACTOR'S LICENSE	Sheryl Maxfield Director
Ohio License # 46647		Expiration Date: 02/14/2024
GEORGE T MILLS WAIBEL ENERGY SYSTEMS INC EMPLOYEE		
<i>Carol Ross</i> Carol A. Ross Board Secretary		<i>William Koester</i> William Koester Administrative Chairperson

This is YOUR license. Plan Approvals obtained with YOUR license and posting of YOUR license indicates that YOU and YOUR liability insurance are assuming all responsibility for any projects performed under this license.

Mike DeWine Governor	HVAC CONTRACTOR'S LICENSE GEORGE T MILLS WAIBEL ENERGY SYSTEMS INC EMPLOYEE Ohio License# 46647 Expiration Date: February 14, 2024	Sheryl Maxfield Director
<i>Carol Ross</i> Carol A. Ross Board Secretary		<i>William Koester</i> William Koester Administrative Chairperson

LICENSE MUST BE POSTED ON JOB SITE

LICENSE MUST BE POSTED ON JOB SITE



**Public Health - Dayton & Montgomery County
2021
Limited Plumbing Contractor Registration
Restricted To: NO RESTRICTIONS**

ADAM LESKO is registered
and bonded and has qualified to engage in the
business of Plumbing during the year of 2021

Dated this day 10/25/2021

Jeffrey A. Cooper, M.S.

Health Commissioner

Registration # 1108 - 2026

Not Transferable

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Waibel Energy Systems, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 815 Falls Creek Drive	Requester's name and address (optional)
6 City, state, and ZIP code Vandalia, OH 45377-9695	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
3	1		-	1	2	5	8	1	5	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>At R Atangith CFO</i>	Date ► <i>11-11-2020</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2021

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 Marsh & McLennan Agency LLC 309 Webster St Dayton OH 45402	CONTACT NAME: Kimberly S. Martin PHONE (A/C, No, Ext): (937) 285 - 8243 FAX (A/C, No): E-MAIL ADDRESS: Kimberly.Martin@MarshMMA.com
INSURED Waibel Energy Systems, Inc. 815 Falls Creek Dr. Vandalia OH 45377	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Casualty Co. INSURER B: Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 184594708**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OH EL \$1,000,000 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0332287	6/15/2021	6/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$500 Comp <input checked="" type="checkbox"/> \$2,500 Coll			EPP0332287	6/15/2021	6/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0332287	6/15/2021	6/15/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EWC048489204	6/15/2021	6/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Installation Fltr Rented Equipment			EPP0332287	6/15/2021	6/15/2024	Special Special \$750,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Insurance Purposes Only

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern

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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**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

Period Specified Below
07/01/2021 to 07/01/2022

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



Interim Administrator/CEO

www.bwc.ohio.gov
Issued by: BWC

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.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

Michelle Hamby

From: Dave Waibel
Sent: Monday, February 8, 2021 4:22 PM
To: Michelle Hamby
Subject: FW: Springfield Entity # 2761

This is for the record the Springfield license.

L. David Waibel
Office (937) 264-4343
Cell (937) 776-6947

From: Springfield <wo@iworq.net>
Sent: Monday, February 8, 2021 3:41 PM
To: Dave Waibel <Dave.Waibel@waibelenergysystems.com>
Subject: Springfield Entity # 2761



City of Springfield, Ohio
Community Development – Building Regulations
76 E. High St., Springfield, OH 45502
Phone: (937) 324-7388 Fax: (937) 328-3558
www.springfieldohio.gov

Business Name	WAIBEL ENERGY SYSTEMS//ATTN: MICHELLE HAMBY	Issue Date	02/08/2021
Phone Number	(937) 2644343	Expiration Date	12/31/2021
License Number	2761		
Type of License	HVAC		

Business Address
WAIBEL, DAVE 815 FALLS CREEK DR VANDALIA, OH 45377 937 2644343

Mailing Address
WAIBEL ENERGY SYSTEMS//ATTN: MICHELLE HAMBY 815 FALLS CREEK DR VANDALIA, OH 45377 (937) 2644343

Registration must be displayed in a conspicuous location.

Contractor License Registration

The holder of this license/registration for filing and maintaining their current copy of Liability Insurance Certificate, \$10,000 License and Permit Bond, Workers' Compensation Certificate and State License Certificate with the City of Springfield's Community Development Department in order to conduct business in the city of Springfield. The holder is also responsible for handling all Income Tax matters with the City of Springfield's Income Tax Department.

Every contractor license issued or renewed shall expire on December 31 of the year issued or last renewed. Contractor licensees may apply to renew their contractor licenses during the period November 15 through December 31 of the year in which issued or renewed for a \$200.00 renewal fee. Beginning January 1 of each year, a fee of \$300.00 is due to renew contractor license.

Permitting/Inspections Process

Permits: Separate permits are required for any work in the following areas: Building, HVAC, Electrical, Signs, Demolition, Fire Detection-Suppression, Gas Piping Installation or Plumbing.

Inspection: Schedule 24 hours in advance by calling (937) 324-7388.
The contractor must be present at the job site at the time the inspection is performed



Department of Commerce

Division of Industrial Compliance

Mike DeWine, Governor
Sheryl Maxfield, Director

07/29/2019

ADAM M LESKO
3074 FAIRMONT AVE
KETTERING OH 45429



State of Ohio Department of Commerce
CERTIFIED BACKFLOW TESTER

ADAM M LESKO

Cert# 11942

Expiration Date: 06/17/2022

Superintendent
Chairman Backflow Advisory Board

MIKE DEWINE
GOVERNOR



GEOFFREY D. EATON
SUPERINTENDENT

DEPARTMENT OF COMMERCE DIVISION OF INDUSTRIAL COMPLIANCE

CERTIFIED BACKFLOW TESTER

This is to certify that **ADAM M LESKO**

Having met the requirements pursuant to the provisions of the Ohio Revised Code Section 3703.21, is hereby certified to perform field testing of backflow devices.

This certificate **11942** is effective for three years expiring **06/17/2022** and thereafter upon renewal of certification pursuant to 1301:3-7-05 of the Ohio Administrative Code.

Superintendent
Chairman Backflow Advisory Board



Asset Tagging

What is Asset Tagging?

Waibel Energy Systems places an asset tag which includes a QR Code on a piece or pieces of equipment. The tag is unique to the piece of equipment. Each time service is provided to a piece of equipment, the information is logged. Waibel then uses our service software database to store and relay this information to the customer.

Why is this important?

Asset tagging is a benefit to Waibel's customers as a way to identify, track, and maintain equipment more efficiently. The customer can call in a work order and provide the tag number, so we know exactly what we need to service. The customer can also place a work order by using the QR code on the asset tag. Service Technicians can also use the service tag to get information on the equipment such as logs, filter sizes, and belt sizes. Costs can be tracked for each piece of equipment which is beneficial when determining cost of repairs versus costs to replace.

What equipment is not tracked?

Some types of equipment are not typically included in asset tagging including temperature stats, window air conditioning units, controls, and expansion tanks.

How does the process work?

- 1) Contract agreement is established
- 2) Build equipment list in a spreadsheet
- 3) Place asset tags on HVAC equipment
- 4) Log unique asset tag number in the equipment list
- 5) Update equipment list with any new information
- 6) Import data into service software
- 7) Data collection begins

What gets reported to the customer?

Waibel Energy System's goal is to provide reporting to the customer. Some of the data included in this reporting is:

1. Charts showing the number of service calls ran on pieces of equipment by type
2. Diving into specific buildings for customers with multiple sites
3. Seeing how much time is spent on a certain building or a piece of equipment
4. Ability to see all service calls associated with that equipment by a date range and the total costs



Below is a snapshot of what the equipment screen looks like in our software. You will notice multiple fields in here including company, site, serial number, equipment type, tag #, etc....

Company Equipment											
Item Number	Contract	Description	Equipment Type	Serial Number	Tag #	Manufacturer	Company Code	Company	Address	Address Code	
0011-F4		AHU 4 Inline Circulating Pump	Pump	N/A	502181	TACO	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA005KIN	
021-28-F		Unit Ventilator	Unit Ventilator	9157108	502156	AIR THERM	MIA005	MSBG H.V. BEAR ELEM	545 SCHOOL STREET	MIA005BEAR	
1.25X5.25BF		AHU Wrap Around Pump	Pump	C09233-01HP90	502303	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1.5 X5.25 4.375BF		AHU Wrap Around Pump	Pump	C092336-01HP90	502082	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1.5X6.2 5.125BF		AHU Circulating Pump	Pump	C097011-02L90	502574	BELL & GOSSETT	MIA005	MSBG MIDDLE SCHOOL	8668 MIAMISBURG-SPRINGBORO PIKE	MIA005SMS	
1.5X6.25 5.125BF		Inline Circulating Pump	Pump	C097011-01L90	502593	BELL & GOSSETT	MIA005	MSBG MIDDLE SCHOOL	8668 MIAMISBURG-SPRINGBORO PIKE	MIA005SMS	
1180000		Unit Ventilator	Unit Ventilator	3070023	502076	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1180000		Unit Ventilator	Unit Ventilator	307002313	502077	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1180000		Unit Ventilator	Unit Ventilator	307002310	502078	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1180000		Unit Ventilator	Unit Ventilator	307002311	502079	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
11817007158C		Unit Ventilator	Unit Ventilator	307015516	502103	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA005KIN	
11817007158C		Unit Ventilator	Unit Ventilator	307015515	502102	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA005KIN	
11817020840A		Unit Ventilator	Unit Ventilator	0307015517	502096	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA005KIN	
11817020840A		Unit Ventilator	Unit Ventilator	307015518	502112	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA005KIN	
137C88		DD Hot WP	Pump	1440102	502453	BELL & GOSSETT	MIA005	MIAMISBURG BAUER ELEM SCHOOL	6591 SPRINGBORO PIKE	MIA005BOW	
145-5		Boiler	Boiler	1538	501968	HIGHLANDER	MIA005	MSBG ADMIN/ MEMORIAL BLDG	29 SOUTH SIXTH STREET	MIA005ADMIN	
1510-RF-7.375		Chilled Water Pump	Pump	C092330-01HP90	502061	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1510-RF-7.375		Chilled Water Pump	Pump	C092330-01HP90	502063	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1510-RF-8.75		Hot Water Pump	Pump	C092332-01HP90	502065	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	
1510-RF-8.75		Hot Water Pump	Pump	C092332-01HP90	502064	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA005JAN	

Below is a snapshot of a specific piece of equipment. You will see company, site, BAS description, location, serial #, tag #, filter sizes and qty, belt size and qty etc....

Equipment Details - TSCB021U0F0000 - Air Handler - K09H24482

Refresh

New

Edit

Copy

Cover

Default

Additional Info

SubComponents

Contracts

Attachments

Warranty

Related Equipment

PM Details

Company

MIA005

Address

MIA005MS

Name

MSBG MIDDLE SCHOOL

8668 MIAMISBURG-SPRINGBORO

MIAMISBURG

OH

45342

Territory

Name

Phone

Ext

Email

Active

Entered

IMPORT

12/18/2018

13:26

Modified

12/18/2018

13:26

Sold Date

Status

Entered

Equipment Notes

Item Number

TSCB021U0F0000

Equipment Type

AHU

Description

Air Handler

BAS Description

AHU1

Serial Number

K09H24482

Tag #

502528

Version

Quantity

1

Install Date

Coverage Code

Service Code

Default Resource

Severity Code

Contract Price

0.00

Per

Year

Contract Number

Location

Roof

Area Served

Kitchen / Dining Room

Manufacturer

TRANE

Filter 1

Qty

8

Type

16x25x2

Filter 2

Qty

4

Type

16x20x2

Filter 3

Qty

8

Type

16x25

Filter 4

Qty

4

Type

16x20

Filter 5

Qty

0

Type

Filter 6

Qty

0

Type

Belt 1 (Supply)

Qty

2

Type

BX55

Belt 2 (Return)

Qty

0

Type

Parent Equipment

Description

Product Line

Serial Number

Tag Number

Version

Customer Portal

What is the Customer Portal?

The Customer Portal is a way for Waibel Energy Systems to provide its valued Service Agreement customers a way to get information about their account day or night. It is an easy to navigate dashboard full of useful information that can be filtered by building or range of dates.

What type of information does a customer have access to?

Each Service Agreement customer is provided with log in credentials to access information about various aspects of their account.

- Waibel team assigned to the customer – Account Manager and Service Operations

The screenshot displays the Customer Portal interface. On the left, there's a 'Select Customer' dropdown menu with a 'Customer:' label. Below it, the 'Billing Information' section includes a 'Billing Address' link. Further down, there are links for 'Send Invoices This Way' (Email), 'Billing Contact' (E-mail), and 'Website'. On the right, the 'WES Account Team' section lists the 'Account Manager' with their E-mail, Office Direct Dial, Office, and Cell numbers. Below this, the 'Service Operations' section lists the E-mail and Office phone number. The 'After Hours' section lists Service, Controls, and Parts contact numbers.

Customer Nu...	Invoice	Invoice Date	Due Date	Amount	Aging Period
	147436	15-Mar-2021	Apr 14, 2021	\$1,087	Current
	146801	25-Feb-2021	Mar 27, 2021	\$390	Current
	146812	25-Feb-2021	Mar 27, 2021	\$356	Current
	146941	26-Feb-2021	Mar 28, 2021	\$690	Current
	147288	6-Mar-2021	Apr 5, 2021	\$204	Current

PO Number	PO Limit	Used	Expires On
235600	\$80,000	\$17,517	Jan 1, 1900

Order Number	Order Date	PO Number	Amount

Active Buildings/Sites 8

Go To Recent Service Activity **Go To Service Agreement Overview Dashboard**

- Billing information and any Blanket purchase orders
- Outstanding invoices including the ability to request a copy of an invoice
- Active buildings or sites included in the Service Agreement

The screenshot displays the Customer Portal interface. On the left, there's an 'A/R Statement' section with a table of invoices. Below it, the 'Open Blanket POs with Service' section shows a table with PO Number, PO Limit, Used, and Expires On. Further down, the 'Open Orders w/Waibel Trane Parts' section shows a table with Order Number, Order Date, PO Number, and Amount. On the right, the 'Active Buildings/Sites' section shows a count of 8. Below this, there are two buttons: 'Go To Recent Service Activity' and 'Go To Service Agreement Overview Dashboard'.

- Status of the agreement
- Open service calls including scheduled service inspections
- Closed service calls
- Time sheet notes for each service visit

Select Customer

Customer:

Customer Code

Open Service Calls

Service Call	Description	Aspect of SA	Due Date
231280	Replace leaking water heater.		6-Dec-2019
240836	Replace Ignitor on Tube heater#3		15-Feb-2021
241222	UNIT HEATER NOT FIRING		2-Mar-2021
241279	BOTTLE FILLER FILTER		5-Mar-2021
241601	R 014 BF LAK- LAKEV...		24-Mar-2021
237974	MAY 2021-OPERATING INSPECTIONS	Mechanical Ser...	1-May-2021
237971	MAY 2021-OPERATING INSPECTIONS,FC,BC	Mechanical Ser...	1-May-2021
237969	MAY 2021- OPERATING INSPECTIONS, FC	Mechanical Ser...	1-May-2021

Current Service Agreement Summary

Service Agreement	Aspect of SA	Interactions	Total Hours
5734	Mechanical Services	15	68

In-SA Service Calls

Service Calls

8

5

7

Days Remaining on Service Agreement

191

01-Oct-2020 Thru 30-Sep-2021

Year 0 of 0 Years

Service Agreement Fulfillment

Service Agreement: 5734

Total Contract

7

016

Start of Contract To Date - Prorated

8





New Account and/or Credit Application



Email completed form to newcustomer@gowaibel.com

Company Name:

Federal Tax Identification Number:

Tax Exempt? ☐

If so, provide tax exempt certificate

Purchase Order Required ☐

Pay By Credit Card ☐

Other (Provide Special Instructions) ☐

Who and How Do You Want to Receive Invoices

Invoice Contact Name:

Prefer (Provide Info Below):

Emailed Invoice ☐

Mailed Invoice ☐

Both ☐

Address:

City, State, Zip:

Telephone: (Office)

(Cell)

E-mail Address:

Additional Invoice Contact Info and/or Should Statements Go To Someone Different Than Invoices:

Credit Card Payment Information

Please contact Accounts Receivable at (937) 264-4343.

Special Payment Instructions



Credit Application

Credit Amount Requested:

Credit Application Contact Name:

Credit Application Contact Phone Number:

Credit Application Contact Email:

Bank Name:

Bank Contact Name:

Bank Contact Phone Number:

Trade References (Name and Phone Number):

1.

2.

3.

Site Contact Information

Site Contact Name:

Ship To or Main Site Address:

City, State, Zip:

Telephone: (Office) (Cell)

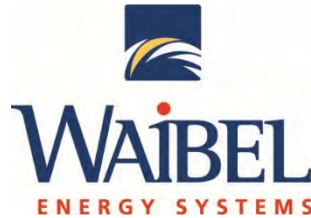
E-mail Address:

Additional Sites/Contacts:

Authorized Name and Title:

Authorized Signature:

Date: Click or tap to enter a date.



STANDARD TERMS AND CONDITIONS FOR SERVICE AGREEMENTS

The following terms and conditions are an integral part of the agreement between the named customer, ("Customer"), and Waibel Energy Systems, Inc. and/or any of its affiliated entities ("WES") (Customer and WES shall be collectively referred to herein as the "Parties"), and, together with a fully executed Proposal, Purchase Order or any other written form of agreement between the Parties, shall constitute the "Contract," which supersedes all prior negotiations, representations or agreements, either written or oral, or any other understanding, and are only subject to change and/or modification as provided for herein.

The Work. The term "Work" means the Scope of Services, in whole or in part, as defined and/or identified in the Contract, which further includes any labor, material, services or other items added through a change or modification as provided for herein.

The Property. The terms "Property" or "Work Site" shall mean the location where the Work is to be performed pursuant to the Contract, including any change or modification as provided for herein.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the effective date of the Contract, but only for equipment and material installed by WES. Additional equipment sold on an uninstalled basis and any taxable labor do not include sales tax and such taxes will be added to the Contract Price.

Exclusions from Work. WES' obligations under the Contract are limited to the Work as defined in the Proposal, Purchase Order or other written form of agreement and do not include upgrades and/or requirements to comply with the Americans with Disabilities Act or any other law or building code(s), unless specifically agreed to in the Contract or through a written change or modification as provided for herein. Absent such agreement, all Customer equipment, mechanical systems and/or other property will be serviced as is pursuant to the Contract.

Performance Procedures. WES shall supervise and direct the Work using its best skill and attention and shall have exclusive control over the means, methods, techniques, sequences, and procedures to perform the Work.

Payment Terms. Customer shall pay WES' invoices within net thirty (30) days of the invoice date. WES may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or offsite and may make progress. No retention shall be withheld from any payments. WES accepts checks, ACH or wire transfers as acceptable payment; WES reserves the right to offset direct expenses incurred via an assessed fee to customers using alternative payment methods such as credit cards, accounts payable services or similar methods that result in a reduced amount realized by WES. If payment is not timely received as required, WES, upon providing written notice and Customer's failure to deliver payment to WES within two business days thereafter, may suspend performance of the Work and, further, will be entitled to additional costs, if any, arising from any subsequent acceleration in its performance or other impacts/costs arising from the suspension of the Work. All amounts outstanding 10 days beyond the due date are subject to a service charge equal to 1.5% (18% per annum) of the principal amount due or the maximum allowable legal interest rate, whichever is greater, retroactive to the due date, and such charge will continue on a monthly basis on all late, unpaid invoices until paid current. Customer shall pay all costs (including attorneys' fees) incurred by WES in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent expressly agreed in writing signed by an authorized representative of WES, all dates provided by WES or its representatives for commencement, progress, or completion of any discrete items of the Work are estimates only. While WES shall use commercially reasonable efforts to meet such estimated dates, WES shall not be responsible for any damages for its failure to do so.

Access. WES and/or its subcontractors shall be provided access to the Property during regular business hours or such other hours as may be requested by WES and acceptable to Customer for the performance of the Work, including sufficient areas for staging, mobilization, and storage. WES' access to the Property to evaluate and address any emergency condition shall not be restricted.

Changes to the Work. Additional Work may be requested by Customer or proposed by WES, but WES' performance of such additional Work is strictly conditioned upon a mutually agreed Change Order, Purchase Order, Work Order or other written modification executed by the Parties (collectively referred to as a "Change Order"). Each Change Order shall consist of a written instrument which includes an agreement on: 1) the specific scope of the change in the Work; 2) the amount of compensation for the change; and, 3) any additional terms that may be necessary and appropriate. Absent a mutual agreement on the scope and cost of the Change Order which has been fully executed by the Parties, WES shall not have any obligation to perform such additional

Work requested by Customer; provided, however, in the event of an emergency condition which requires immediate remedial repairs in advance of an executed Change Order or other exigent circumstances, WES shall be entitled to recover its actual costs for labor, materials, equipment and other items, and profit and overhead equal to 30% of such costs.

Permits and Governmental Fees. To the extent applicable to the Work and/or changes to the Work, WES shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from WES' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities for Performance. Customer shall provide without charge all water, heat, and utilities required for performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if WES encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in the construction/installation activities of the type and character as the Work, WES shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in WES' cost to perform any part of the Work, WES shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the cost to be paid to WES.

Asbestos and Hazardous Materials. The Work and other services in connection with the Contract expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by WES, there are no Hazardous Materials on the Work site that will in any way affect the performance of the Work and Customer has disclosed to WES the existence and location of any Hazardous Materials in all areas within which WES will be performing the Work. Should WES become aware of or suspect the presence of Hazardous Materials, WES may immediately stop work in the affected areas and shall timely notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by WES. WES shall be required to resume performance of the Work in the affected areas only in the absence of Hazardous Materials or when affected area has been rendered harmless. In no event shall WES be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, the Contract shall at WES' sole election: 1) remain in effect but WES' obligations shall be suspended until the uncontrollable event terminates; or, 2) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay WES for all Work performed through the date of termination.

Customer's Default. Each of the following events or conditions shall constitute a Default by Customer and give WES the right, without limitation to other remedies, to terminate the Contract by delivery of written notice declaring termination, upon which event Customer shall be liable to WES for all Work performed to date and all damages sustained by WES (including lost profit and overhead): 1) Any failure by Customer to pay amounts due more than thirty (30) days after the due date of the invoice; or, 2) Any failure by Customer to perform or comply with any material provision of the Contract which restricts the ability of WES to reasonably perform the Work.

Indemnification. WES and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of the Contract. Neither Party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the Parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability. NOTWITHSTANDING ANY PROVISION OR REPRESENTATION BY EITHER PARTY TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE OR PROFITS, BUT EXCLUDING PROFIT AND OVERHEAD EARNED BY WES DURING THE PERIOD OF ITS PERFORMANCE AND/OR PROFIT AND/OR OVERHEAD THAT WES WOULD HAVE EARNED THROUGH FULL PERFORMANCE BUT FOR CUSTOMER'S DEFAULT), OR PUNITIVE DAMAGES, AND IN NO EVENT SHALL WES BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Workmanship and Equipment Warranty. WES warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), WES equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in WES catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, WES will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to WES until said equipment and Work have been paid for in full and then said liability shall be limited to WES cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by WES are not warranted by WES and have such warranties as may be extended by the respective manufacturer. WES warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by WES, improper operation, or normal wear and tear under normal usage. WES shall not be obligated to pay for the cost of lost refrigerant. WES equipment sold on a supply basis is warranted in accordance with WES standard warranty for supplied equipment. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. WES SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Insurance. Upon request, WES will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under WES insurance policy, WES will do so but only to the extent of WES indemnity assumed under the indemnity provision contained herein. WES does not waive any rights of subrogation.

Termination of Contract. WES may terminate the Contract by written notice to Customer if the Work and/or its performance is stopped for a period of 30 consecutive days through no act or fault of WES, its agents or employees, or upon Customer's default as provided herein. Customer may terminate the Contract if WES fails and refuses to substantially perform its obligations under the Contract, without basis, but only if WES fails to cure such failure within five business days after Customer delivers written notice to WES. The Parties also have the right to terminate the Contract for Convenience upon 90 days' notice, and in such event WES shall be entitled to payment for all Work performed through the date of termination.

Claims and Disputes. A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Parties shall endeavor to resolve all Claims through informal discussions. To the extent informal discussions do not result in a resolution, then the Claim shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. If mediation is unsuccessful, the Parties agree to binding arbitration as the sole method for binding dispute resolution, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract. A demand for arbitration can be made by either party concurrently with a request for mediation, and if mediation does not take place within 90 days after the request is made, the arbitration may, at the sole discretion of the party that demanded arbitration, proceed regardless of the status of mediation.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of such courts.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of WES. In that event, the Contract shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

Complete Agreement. This Contract constitutes the entire agreement between the Parties. This Contract may not be amended, modified, or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent WES is a signatory thereon.

Christy Fielding

3263 Heatherstone Drive
Troy, Ohio 45373
(937) 356-9069
christylfielding@gmail.com

OBJECTIVE

To secure a leadership role with an organization who values hard work, dedication, integrity and loyalty.

EXPERIENCE

Waibel Energy Systems, Vandalia, Ohio

Business Development Leader – August 2018 to current

Xenia Community Schools, Xenia, Ohio

Assistant Superintendent of Business Operations 4/2015 - 2/2018

Interim Superintendent 8/2017 - 9/2017

Director of Business Operations 5/2011 - 4/2015

- Lead district from \$10M in budget cuts in 2011 to \$22M in black prior to 2016
- Lead Master Plan work with architect for \$90M Ohio Facilities Construction Commission (OFCC) building project and over 80 presentations to community for bond issue
- Raised over \$716,000 in 28 days for field turf, \$60,000 for stadium scoreboard - responsible for construction of both
- Owner's representative for \$58M OFCC project to build 5 elementary buildings with 57,000 sq.ft. each in 19 months, on schedule and under budget - first time in state of Ohio five buildings opened at the same time
- Responsible for district wide fiber build in five months, install of district wireless infrastructure to support 1:1 computers (2400 Chromebooks), and install VoIP system
- Responsible for outsourcing contract negotiations and contract management for IT staffing, transportation services (First Student), custodial/grounds/maintenance (Waibel) and food services (Aramark) - saving approximately \$1.7M annually
- Negotiated with Premier Health (\$250K over 5 years), Kettering Health Network (\$300K over 6 years) and Pepsi (over \$10K over 5 years) for marketing dollars
- Implemented Active Directory, Microsoft and Google services, and various softwares
- Responsible for install of new track, \$2.5M HB264 project and \$2.5M roofing project
- Responsible for design and implementation of website, social media pages, and newsletters
- Authored Crisis Plan and implemented security processes and safety measures

Jasper County, Ridgeland, SC

Development Project Coordinator, County Webmaster, Public Information Officer 3/2009 - 4/2011

Office Manager of Building Department, Public Information Officer 11/2007 - 03/2009

- Project Manager for \$6.5M courthouse renovation and campus improvement project - managed entire budget; designed/procured/contracted/managed general contractors, security and data wiring contractors, security and Cisco phone system contractor; procured/contracted/managed contractors during renovation of multiple buildings; designed/procured/contracted/managed the construction of sidewalks, three parking lots, and landscaping in the campus; ensured safety was maintained on all projects; and negotiated leases and property purchases as needed
- Managed all activities in the Cypress Ridge Industrial Park - managed budget; designed/procured/contracted/permitted/managed \$1M water and sewer extension and road entrance improvements; designed/procured/permitted new speculative building; negotiated land deals; marketed the Park; maintained two buildings owned by the County and being leased by companies; negotiated easement agreements for the addition of a gas line; and developed incentive packages to recruit companies
- Responsible for economic development recruitment efforts and prospect inquiry to include site location, local and state incentives, transportation, permitting, and utilities

City of Troy, Troy, Ohio

Management Analyst 05/2004 - 10/2007

- Employee of the Year in 2005
- Interim Personnel Director from Feb. to August 2006
- Organized President Bush's visit to Troy's downtown
- Generated over \$2M through grant writing

Other positions

Administrative Support I-70/75 Development Association 5/2004 - 12/2007

Virginia Tech Graduate Assistant, Office of Economic Development 08/2003 - 5/2004

EDUCATION

Virginia Tech, Blacksburg, VA

Masters of Public Administration (Center of Public Administration and Policy) 2003 - 2004

Bachelor of Arts (Urban Affairs and Planning) and Minor in Mathematics 1999 - 2002

CERTIFICATIONS

Ohio Department of Education - Alternative Superintendent

Ohio Department of Education - Business Manager

ORGANIZATIONS

Rotary - Member 2016 to 2018

OASBO Miami Valley Chapter - Member, Secretary, VP, President 2013 - Current

Xenia Area Chamber of Commerce - Exec. Board of Directors, Chairman 2013 - 2018

Ohio Assoc. of School Business Officials - Member and Committees 2013 - Current

AWARDS

2016 Ohio School Boards Association Southwest District Outstanding Administrator

2014 OASBO Outstanding Business Operations Manager of the Year

2014 Dayton Business Journal 40 Under 40 Winner

2003 Big East Champion - Discus

PRESENTATIONS/PUBLICATIONS

Association of School Business Officials International - 2014 and 2015

"How to Reduce Your Budget Without Reducing Services - Outsourcing Classified Services"

Ohio Association of School Business Officials Annual Workshop - 2014

"Gaining control of technology costs and operations by leveraging shared services"

Ohio Association of School Business Officials Annual Workshop - 2013 and 2014

"How to Reduce Your Budget Without Reducing Services - Outsourcing Classified Services"

Innovations Group Conference - 2005 and 2006

"Individualized Management Training"

School Boards Association Journal - Contributor

Christina Hacker

Controller

EDUCATION

Wright State University
Fairborn, OH

Sinclair Community College
Dayton, OH

EXPERIENCE

2019 - Present
Graduate student - MBA

2004-2007
Degree : Bachelor of Science in Business / Major Accountancy

2001-2004
Degree : Associate of Science in Business

WORK

Waibel Energy Systems, Inc.
Vandalia, OH

EXPERIENCE

2005 – Present

Controller

Controller is an accountant, administer, and project accountant. I am accountable for the accounting operations of the Controls and Contracting area of the company, to include the production of periodic financial reports, and a comprehensive set of controls and budgets designed to mitigate risk, enhance the accuracy of the company's reported financial results, and ensure that reported results comply with generally accepted accounting principles or international financial reporting standards.

TRAINING

2007 – Present

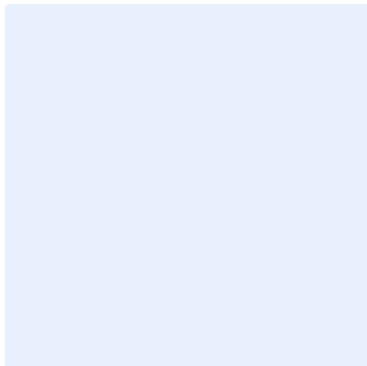
Member

The CFMA provides education and webinars to keep members up to date on current topics in the areas of accounting, finance, and construction.

Construction Financial
Management Association
(CFMA)
Dayton, OH



Energy Services Agreement



ENERGY SERVICES AGREEMENT BY WAIBEL ENERGY SYSTEMS

ENERGY SERVICES PROPOSAL FOR:

Authorizer Name
Company Name
Address
City, Ohio Zip Code

SITE ADDRESS:

Building Name
Address
City, Ohio Zip Code

OUR OFFICE:

Waibel Energy Systems
815 Falls Creek Drive
Vandalia, OH 45377

DATE:

Click here to enter a date.



"The Way Buildings Work Better"



WAIBEL ENERGY SERVICES AGREEMENT

Executive Summary

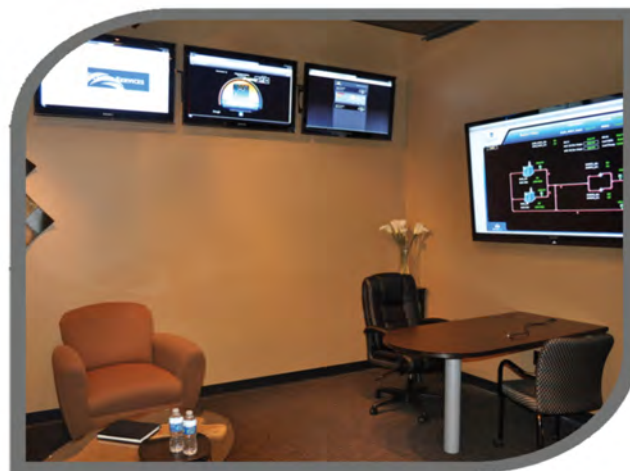
Thank you for considering Waibel Energy Systems (WES) as your Energy Services partner. We are committed to working with you to help you ensure your building serves the needs of your organization effectively and efficiently. The details of that commitment are outlined in the following pages.

A WES Energy Services Agreement provides a detailed program to enable you and your personnel to manage your energy spend and reduce operational costs as specified in the scope of the Agreement. The Agreement assures that energy consumption reduction strategies are developed and deployed on schedule, allowing you to accurately budget and control costs.

A WES Energy Service Agreement delivers value through an optional Performance Package. Your building systems are continuously collecting data from your systems that will be streamed into reports to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality, and more.

Additionally, as a Waibel Energy Systems customer you can count on:

- ☑ **Priority Response** – As a Waibel Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Waibel Energy Systems applications and technologies equip technicians to analyze system performance and make actionable recommendations.
- ☑ **Waibel Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Waibel Energy Team** – A local energy team consisting of an Account Manager, Certified Energy Manager, and one or more Service Technicians, all of whom will be familiar with your requirements and your facilities.



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WAIBEL ENERGY SERVICES AGREEMENT

In addition to financial value, when you partner with Waibel Energy Systems you can expect:



Superior Service Delivery

Waibel's Service Delivery Process ensures consistent quality through:

- Uniform service delivery,
- Pre-job parts planning,
- Documented work procedures,
- Efficient and economical delivery of services, and
- Emphasis on safety and environment.



Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - WES technicians will review operating sequences and practices for the equipment covered by the Agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your WES technician will instruct your operator how to operate the equipment covered by the Agreement.



Health and Safety

Safety Management Program with Safety Coordinator - Our Safety Coordinator manages the Safety Management Program which includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. A Safety Committee focuses on any safety issues that might arise and addresses them companywide.

Drug-Free Workplace – WES maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

Security/Background Checks – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.

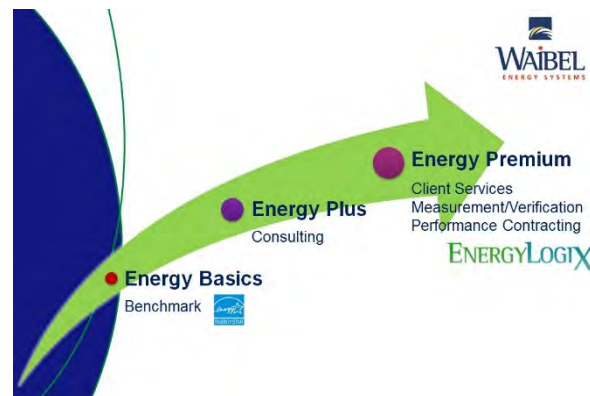


Environmental Management

Refrigerant Policy - WES practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - WES maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by office personnel. Annually, Trane prints a report from RMS of all refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by WES technicians for each piece of equipment and can be used to satisfy reporting requirements.

Oil Disposal – WES removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used



"The Way Buildings Work Better"



oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



Our Team

Account Manager – Choose Account Manager

Employed by WES, this person works as a liaison with your designated administrator or staff member to assure overall satisfaction and effectiveness of work performed. The Account Manager will help facilitate all pricing requests for any additional contract work. All work can be quoted at US Communities and/or NCPA pricing.

Service Team Leader – Choose Service Leader

Employed by WES, this person functions with our on-site personnel and our inside operations team. This provides a higher level of customer service when it comes to scheduling, invoicing, and asset tracking records plus a lot more. This important role will coordinate all proactive service and follow-up on any reactive action required to ensure we maintain the highest level of service.

Energy Manager – Choose Energy Manager

Employed by WES, the Energy Manager is tasked with working with the District to maintain and improve success. To do this, energy use and building controls will be remotely analyzed on a real-time basis; any discovered system inefficiencies will be acted on quickly. Additionally, energy use will be reconciled quarterly and reported to the District along with recommendations and plans for continuous improvement. Finally, the Energy Manager is available to help evaluate third party energy programs.

HVAC/Controls Technician – Choose the Technician

Employed by WES, the HVAC/Controls Technician is tasked with working with the District to complete on-site work in a timely and professional manner following the scope of services within this agreement. The technician will be fully knowledgeable about your facility and will be proactive with bringing any issues to your attention.



Services Waibel Can Provide Your Organization

Below is a list of services Waibel provides to its customers. This is not an exhaustive list but contains some of the services provided on a regular basis.

HVAC Services

Preventative Maintenance
Full/Select Maintenance
Predictive Maintenance/Testing
Infrared Scanning
Laser Alignment – Pumps
Coil Cleaning & Tube Brushing
Eddy Current Testing
Water Treatment
Combustion Analysis
Refrigerant Monitoring
Safety Inspections on Equipment
Strainer Cleaning
Warranty Renewals
Overhauls and Intellipak Refresh
Air and Water Balancing
Glycol Concentration Test
Lithium Bromide Analysis
Oil Analysis
Pressure Testing
Vibration Analysis
Retrofits
Air Compressors
Cooling Tower – Rebuild
Fan Balancing

Commercial Plumbing Services

Plumbing System Inspections
Piping
Backflow Preventer
Testing/Repair/Replacement
Repairs Without Shutting Off Water
Water Temperature Assessment
Hot Water Boiler Inspections
Bottle Filler Water Fountains
Hands Free Faucets and Toilets
Sensors – Battery Replacement

HVAC New Equipment

New Equipment Installs – Design Build
Evapco Cooling Tower
Calmac Ice Tanks
Lakor Water Separator/Filtration
Computer Room Cooling Equipment
Mitsubishi VRF

Security

Building Access Controls
Security Cameras and Software
Body Cameras
Aiphone Access
Emergency Solutions

HVAC Parts

Replacement Parts
Filters/Belts
UV-C and Bipolar Ionization Units
HALO Smart Sensor
Uninterruptible Power Supply Units

Healthy Building Services

Ventilation
Purification
Surface/Air Disinfection
Filtration
Indoor Air Quality

Building Automation Controls

Non-proprietary Tridium Controls
BuildingLogiX Building Analytics
Energy Assessments
BAS Monitoring
Performance Based Service Agreements
Integration of most manufactures' systems

Other Services

Lighting Upgrades
Engineering Services
Facility Services
Capital Planning

“The Way Buildings Work Better”



National Cooperative Purchasing Alliance

Under this agreement, WES has agreed to quote your organization utilizing the National Cooperative Purchasing Alliance (NCPA) pricing. Any identified major repairs outside of the scope of this project can also be priced using NCPA pricing. Under this nationally recognized government purchasing cooperative, your organization can reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing agreements that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA works with lead public agencies, who competitively solicit master agreements. Agreements are based on quality, performance, and most importantly pricing. These agreements are established using the following process:

- They issue a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days.
- The solicitation contains language that allows the agreement to be accessible nationally to public agencies in states whose laws allow for intergovernmental agreement use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The responses are evaluated based on "Identified Evaluation Criteria" and awards agreements.

Who Can Use Purchasing Cooperative Agreements

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize cooperative purchasing agreements. These include, but are not limited to the following agency types:

- School districts (including K-12, Charter schools, and Private K-12)
- Higher education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, counties, and any local government
- State agencies
- Healthcare organizations
- Church/Religious
- Nonprofit corporation



SCOPE OF WORK

Thank you for the opportunity to present this Energy Services Agreement (ESA) between Client name here and Waibel Energy Systems (WES). Based on an initial rudimentary analysis, WES has determined that by implementing this Agreement, significant savings in electric (kWh) and natural gas (CCF) usage and costs can be achieved. This Agreement currently includes the following building(s):

Building Name

Address

City, Ohio Zip Code

Building Name

Building Name

Building Name, Ohio Building Name

Energy Services/Client Services (Monitoring & Building Analytics)

Enter any details specific to the account related to energy (previous work done, EPC On Board results, etc).

Waibel Energy Systems shall:

- 1) Establish your Energy Baseline and Energy Star Score,
- 2) Provide and implement Low-Cost/No-Cost Energy Savings Measures (ESMs),
- 3) Provide a list of optional capital projects yielding additional energy savings with estimated return on investment,
- 4) Provide electric and gas meter tracking of energy consumption via a real-time, web-based application,
- 5) Provide behind the scenes monitoring of your system,
- 6) Provide monthly on-site visual and functional testing of controls,
- 7) Provide quarterly energy reports and Report Cards,
- 8) Create a Strategic Energy Management Program in conjunction with your personnel, and
- 9) Provide energy saving targets.

Energy Baseline and Energy Star Score

- Install temporary wireless data collection devices to record temperature, CO2, and light in various zones in the building(s).
- Perform detailed analysis of the data collected.
- Provide and review with personnel a detailed report of the findings of the analysis.
- Provide the Energy Star benchmark for the building(s).
- Provide baseline showing energy consumption and associated costs.

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Energy Savings Measures

- In conjunction with the installation of BuildingLogiX building controls and applications, WES will determine Low-Cost/No-Cost Energy Savings Measures to drive down the energy consumption and associated costs as compared to the energy baseline. In order to achieve the estimated savings potential of this Agreement, these measures must be implemented.
- In addition, to the Low-Cost/No-Cost Savings Measures, WES engineers will provide a list of optional measures which will require capital expenditures along with their estimated Return on Investment.
- Investigate and assist in obtaining possible energy rebates from utility providers.

Monthly Energy Tracking

- WES provides monthly energy tracking to gain insight to areas where time can be well spent to find and maintain the most savings. Reviewing this along with our monthly analytics review makes a lot of sense.
- WES will take the responsibility for providing these reports as part of our review and accountability reports.

Client Services

Provides behind the scenes monitoring of alarms and the latest in building analytics. We have your back and are keeping you informed while looking ahead to avoid comfort issues and unwanted energy costs.

- WES will monitor proper connectivity for reliability and receiving of alarm notifications
- Remote inspections of building performance for comfort and energy
- Intelligent dispatching and response
- On-call response to notify and respond when needed
- Maintain licenses, backups and updates for web browsers and software updates



Energy Savings and Controls Visit with Guaranteed Savings

- On site Visits by our Controls Service Team
- Monthly On Site Control Visits (Utilizing reports and analytics)
- Each visit will consist of visual and functional testing including:
 - Comfort performance issues identified
 - Energy Savings Measures
 - End device and sensor adjustments/calibrations
 - Damper and valve performance (PID loops)
 - Tracking/Applications and system checks
 - Communication and database verification
 - Review of reports and analytics

Proactive Monitoring With Quarterly Energy Reports

- BAS data will be validated, and benchmark information will be updated annually utilizing wireless sensors.
- Electric and gas usage will be tracked to provide weather-normalized energy savings.
- Ongoing electric and gas purchasing consultation will be provided.
- Energy trending applications will be provided to assess the building historical consumption pattern.
- Quarterly electric and gas billing reviews and reports associated with energy conservation measures will be implemented. These reports will include the review of energy conservation measures and the auditing of the electric and gas billings from a Certified Energy Manager (CEM).
- Education and training will be provided through the duration of this Agreement.

Report Cards

Valuable HVAC data will be collected to verify system(s) efficiencies. Reports will be provided using the latest in WES building automation technology. Proactive reports will be provided for the following systems:

Either enter a list of equipment actual report cards being provided for or state they are being provided for the equipment listed in the agreement

Strategic Energy Management Program

WES Certified Energy Managers will, in conjunction with your personnel, create an overall Strategic Energy Management Plan. The plan will include, as a minimum:

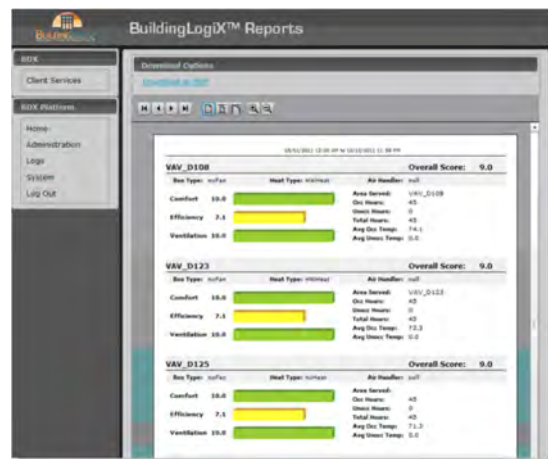
- Energy budgeting,
- Operating practices,
- Energy & maintenance,
- Energy & equipment purchasing,
- Tracking systems, and
- Communication and feedback loops.

Energy Saving Targets

Insert the current cost of their buildings and the amount we could save them

Additions and Exceptions

- 1) Service and Repair Rates — All additional service and repairs will be quoted on a separate basis. As an Energy Services Agreement holder, you are entitled to a Preferred Labor Rate on repair services not covered by this Agreement. Your Preferred Labor Rate is 30% off our published street rate.





- 2) Written Reports — If services or repair work are needed beyond this Agreement, written reports shall be provided at the end of any work completed including any future recommendations.

Warranty Information

Insert warranty information here

Pricing and Acceptance

Energy Services Agreement		Year 1	Year 2	Year 3	Year 4	Year 5
Total						
Guaranteed Energy Savings						
Yearly Cost After Guaranteed Energy Savings						
Agreement						
Yearly Cost						
Quarterly Cost						

Describe what happens if we do not hit the energy guarantee and describe what happens if we do

ACCEPTANCE

Proposal Submitted By:

Submitted by: Choose name

Title: Choose Title

Company: Waibel Energy Systems

Date: Click here to enter a date.

Proposal Accepted By:

Authorized by: _____

Title: _____

Date: _____

PO Number: _____

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STANDARD TERMS AND CONDITIONS

The following terms and conditions are an integral part of the agreement between the named customer, ("Customer"), and Waibel Energy Systems, Inc. and/or any of its affiliated entities ("WES") (Customer and WES shall be collectively referred to herein as the "Parties"), and, together with a fully executed Proposal, Purchase Order or any other written form of agreement between the Parties, shall constitute the "Contract," which supersedes all prior negotiations, representations or agreements, either written or oral, or any other understanding, and are only subject to change and/or modification as provided for herein.

The Work. The term "Work" means the Scope of Services, in whole or in part, as defined and/or identified in the Contract, which further includes any labor, material, services or other items added through a change or modification as provided for herein.

The Property. The terms "Property" or "Work Site" shall mean the location where the Work is to be performed pursuant to the Contract, including any change or modification as provided for herein.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the effective date of the Contract, but only for equipment and material installed by WES. Additional equipment sold on an uninstalled basis and any taxable labor do not include sales tax and such taxes will be added to the Contract Price.

Exclusions from Work. WES' obligations under the Contract are limited to the Work as defined in the Proposal, Purchase Order or other written form of agreement and do not include upgrades and/or requirements to comply with the Americans with Disabilities Act or any other law or building code(s), unless specifically agreed to in the Contract or through a written change or modification as provided for herein. Absent such agreement, all Customer equipment, mechanical systems and/or other property will be serviced as is pursuant to the Contract.

Performance Procedures. WES shall supervise and direct the Work using its best skill and attention and shall have exclusive control over the means, methods, techniques, sequences, and procedures to perform the Work.

Payment Terms. Customer shall pay WES' invoices within net thirty (30) days of the invoice date. WES may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or offsite and may make progress. No retention shall be withheld from any payments. WES accepts checks, ACH or wire transfers as acceptable payment; WES reserves the right to offset direct expenses incurred via an assessed fee to customers using alternative payment methods such as credit cards, accounts payable services or similar methods that result in a reduced amount realized by WES. If payment is not timely received as required, WES, upon providing written notice and Customer's failure to deliver payment to WES within two business days thereafter, may suspend performance of the Work and, further, will be entitled to additional costs, if any, arising from any subsequent acceleration in its performance or other impacts/costs arising from the suspension of the Work. All amounts outstanding 10 days beyond the due date are subject to a service charge equal to 1.5% (18% per annum) of the principal amount due or the maximum allowable legal interest rate, whichever is greater, retroactive to the due date, and such charge will continue on a monthly basis on all late, unpaid invoices until paid current. Customer shall pay all costs (including attorneys' fees) incurred by WES in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent expressly agreed in writing signed by an authorized representative of WES, all dates provided by WES or its representatives for commencement, progress, or completion of any discrete items of the Work are estimates only. While WES shall use commercially reasonable efforts to meet such estimated dates, WES shall not be responsible for any damages for its failure to do so.

Access. WES and/or its subcontractors shall be provided access to the Property during regular business hours or such other hours as may be requested by WES and acceptable to Customer for the performance of the Work, including sufficient areas for staging, mobilization, and storage. WES' access to the Property to evaluate and address any emergency condition shall not be restricted.

Changes to the Work. Additional Work may be requested by Customer or proposed by WES, but WES' performance of such additional Work is strictly conditioned upon a mutually agreed Change Order, Purchase Order, Work Order or other written modification executed by the Parties (collectively referred to as a "Change Order"). Each Change Order shall consist of a written instrument which includes an agreement on: 1) the specific scope of the change in the Work; 2) the amount of compensation for the change; and, 3) any additional terms that may be necessary and appropriate. Absent a mutual agreement on the scope and cost of the Change Order which has been fully executed by the Parties, WES shall not have any obligation to perform such additional Work requested by Customer; provided, however, in the event of an emergency condition which requires immediate remedial repairs in advance of an executed Change Order or other exigent circumstances, WES shall be entitled to recover its actual costs for labor, materials, equipment and other items, and profit and overhead equal to 30% of such costs.

Permits and Governmental Fees. To the extent applicable to the Work and/or changes to the Work, WES shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from WES' subcontractors are received, negotiations thereon concluded, or the effective date of a

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relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities for Performance. Customer shall provide without charge all water, heat, and utilities required for performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if WES encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in the construction/installation activities of the type and character as the Work, WES shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in WES' cost to perform any part of the Work, WES shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the cost to be paid to WES.

Asbestos and Hazardous Materials. The Work and other services in connection with the Contract expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by WES, there are no Hazardous Materials on the Work site that will in any way affect the performance of the Work and Customer has disclosed to WES the existence and location of any Hazardous Materials in all areas within which WES will be performing the Work. Should WES become aware of or suspect the presence of Hazardous Materials, WES may immediately stop work in the affected areas and shall timely notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by WES. WES shall be required to resume performance of the Work in the affected areas only in the absence of Hazardous Materials or when affected area has been rendered harmless. In no event shall WES be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, the Contract shall at WES' sole election: 1) remain in effect but WES' obligations shall be suspended until the uncontrollable event terminates; or, 2) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay WES for all Work performed through the date of termination.

Customer's Default. Each of the following events or conditions shall constitute a Default by Customer and give WES the right, without limitation to other remedies, to terminate the Contract by delivery of written notice declaring termination, upon which event Customer shall be liable to WES for all Work performed to date and all damages sustained by WES (including lost profit and overhead): 1) Any failure by Customer to pay amounts due more than thirty (30) days after the due date of the invoice; or, 2) Any failure by Customer to perform or comply with any material provision of the Contract which restricts the ability of WES to reasonably perform the Work.

Indemnification. WES and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of the Contract. Neither Party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the Parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability. NOTWITHSTANDING ANY PROVISION OR REPRESENTATION BY EITHER PARTY TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE OR PROFITS, BUT EXCLUDING PROFIT AND OVERHEAD EARNED BY WES DURING THE PERIOD OF ITS PERFORMANCE AND/OR PROFIT AND/OR OVERHEAD THAT WES WOULD HAVE EARNED THROUGH FULL PERFORMANCE BUT FOR CUSTOMER'S DEFAULT), OR PUNITIVE DAMAGES, AND IN NO EVENT SHALL WES BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Workmanship and Equipment Warranty. WES warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), WES equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in WES catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, WES will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to



this warranty. No liability whatsoever shall attach to WES until said equipment and Work have been paid for in full and then said liability shall be limited to WES cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by WES are not warranted by WES and have such warranties as may be extended by the respective manufacturer. WES warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by WES, improper operation, or normal wear and tear under normal usage. WES shall not be obligated to pay for the cost of lost refrigerant. WES equipment sold on a supply basis is warranted in accordance with WES standard warranty for supplied equipment. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. WES SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Insurance. Upon request, WES will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under WES insurance policy, WES will do so but only to the extent of WES indemnity assumed under the indemnity provision contained herein. WES does not waive any rights of subrogation.

Termination of Contract. WES may terminate the Contract by written notice to Customer if the Work and/or its performance is stopped for a period of 30 consecutive days through no act or fault of WES, its agents or employees, or upon Customer's default as provided herein. Customer may terminate the Contract if WES fails and refuses to substantially perform its obligations under the Contract, without basis, but only if WES fails to cure such failure within five business days after Customer delivers written notice to WES. The Parties also have the right to terminate the Contract for Convenience upon 90 days' notice, and in such event WES shall be entitled to payment for all Work performed through the date of termination.

Claims and Disputes. A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Parties shall endeavor to resolve all Claims through informal discussions. To the extent informal discussions do not result in a resolution, then the Claim shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. If mediation is unsuccessful, the Parties agree to binding arbitration as the sole method for binding dispute resolution, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract. A demand for arbitration can be made by either party concurrently with a request for mediation, and if mediation does not take place within 90 days after the request is made, the arbitration may, at the sole discretion of the party that demanded arbitration, proceed regardless of the status of mediation.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of such courts.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of WES. In that event, the Contract shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

Complete Agreement. This Contract constitutes the entire agreement between the Parties. This Contract may not be amended, modified, or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent WES is a signatory thereon.



[MONTH DD, YYYY]

[CLIENT]

HEALTHY BUILDING SERVICES

[CLIENT CONTACT NAME]

[CLIENT]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Thank you for this opportunity to provide Purification Solutions for [CLIENT]. Our scope is as follows:

Ventilation Solutions

Adjust the current control sequences in the [LIST BUILDINGS WHERE THIS WORK APPLIES] as follows:

- Control Sequence Changes – Adjust Outdoor Air (OA) Damper minimum for all units where the OA Damper is controllable. For units with CO₂ sensors, the CO₂ setpoint will be lowered by 100 PPM. After this is initiated, we will monitor CO₂ levels to confirm they are reacting appropriately. For units without sensors, OA dampers can be adjusted manually through sequencing.
- Purge Sequence – Initiate a purge mode where units will run for an extra hour before and after school.

Purification Solutions

Provide and install ionization equipment including all necessary electrical material (boxes, wire, relays, transformers) in [LIST EQUIPMENT HERE].

The ionization units can neutralize odors and kill pathogens to contribute to better indoor air quality in your building. Additionally, this equipment has demonstrated a 99.4% reduction rate in SARS-CoV-2 (COVID-19) surface strain within 30 minutes, the first instance in which an air purification product has effectively neutralized the virus.

System Disinfection Solutions

This service is recommended at least twice year for regular, preventative maintenance of the major, airside mechanical equipment (rooftop units, air-handling units, and split system units), but also assists in providing quality, clean air to occupied spaces. This one-time service to disinfect equipment to reduce airborne transmission of virus, bacteria, germs, mold, and mildew includes cleaning and disinfecting cabinet coils, drain pans, and fan wheels (where applicable).

Surface Disinfection Solutions

This service is recommended at least quarterly to combat against surface-level germs and bacteria. Provide GermStop to eliminate germs for at least 30-days on desks, major touchpoints (doors, handles, access, etc), sinks, and bathrooms inside of the building and all exterior touchpoints.

The above noted scope of work can be completed for **\$ 19,334.00.**

Proposal Acceptance

Authorized by: _____

Title: _____

Date: _____

Proposal submitted by [ACCOUNT MANAGER NAME], [ACCOUNT MANAGER TITLE], Waibel Energy Systems

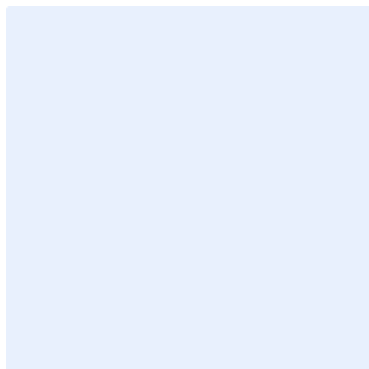
Proposal is valid for 30 days. Any additional work/repairs found during the above scope of work will be quoted separately.

Work to be performed during normal working hours (Monday through Friday from 7:30 AM to 4:30 PM).





Performance Based Agreement



PERFORMANCE BASED AGREEMENT BY WAIBEL ENERGY SYSTEMS

PROPOSAL FOR:

Authorizer Name

Company Name

Address

City, Ohio Zip Code

SITE ADDRESS:

Building Name

Address

City, Ohio Zip Code

OUR OFFICE:

Waibel Energy Systems

815 Falls Creek Drive

Vandalia, OH 45377

DATE:

Click here to enter a date.



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WAIBEL PERFORMANCE BASED AGREEMENT

Executive Summary

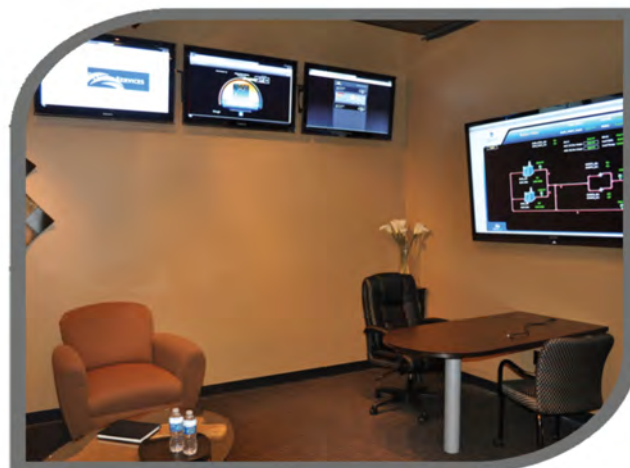
Thank you for considering Waibel Energy Systems (WES) as your Building Services partner. We are committed to working with you to help ensure that your building serves the needs of your organization effectively and efficiently. The details of that commitment are outlined in the following pages.

A WES **“Performance Based Service Agreement” (PSA)** provides a detailed program to enable you and your personnel to manage your energy spend. We also look to help reduce operational costs as specified in the scope of the Agreement. The Agreement assures that energy consumption reduction strategies are developed and deployed on schedule, allowing you to accurately budget and control costs. Comfort and reliability are never taken for granted; it is expected and Waibel understands and delivers. Energy efficiency and comfort can go hand in hand.

A WES **“Performance Based Service Agreement”** delivers value with optional Performance Based Services. This is also a great way to help fund capital improvements with savings through a multi-year service agreement. Your building systems are continuously collecting data from your systems that will be streamed into reports to provide insight into the overall system performance of your building(s). Based on a professional analysis of the report’s findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Waibel Energy Systems customer you can count on:

- ☑ **Priority Response** – As a WES Performance Based Agreement customer, you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – WES applications and technologies equip technicians to analyze system performance and make actionable recommendations.
- ☑ **Waibel Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Waibel Energy Team** – A local energy team consisting of an Account Manager, Certified Energy Engineer Manager, and one or more Service Technicians, all of whom will be familiar with your requirements and your facilities.



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WAIBEL PERFORMANCE BASED AGREEMENT

In addition to financial value, when you partner with Waibel Energy Systems you can expect:



Superior Service Delivery

Priority Response – As a Performance Based Agreement holder you will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - WES utilizes a computerized scheduling program to ensure that all services included in the Agreement are performed.

Waibel's Service Delivery Process ensures consistent quality through:

- Uniform service delivery,
- Pre-job parts planning,
- Documented work procedures,
- Efficient and economical delivery of services, and
- Emphasis on Safety & Environment.



Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit. Each WES technician will complete their work order and documentation electronically to capture the details for future records and accuracy.

Operational System Optimization – The WES team will work together to review operating sequences and practices for the systems and equipment covered by the Agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your WES technician will offer instruction to your staff on proper operation of systems and equipment covered by the Agreement.



Health and Safety

Safety Management Program with Safety Coordinator - Our Safety Coordinator manages the Safety Management Program which includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. A Safety Committee focuses on any safety issues that might arise and addresses them companywide.

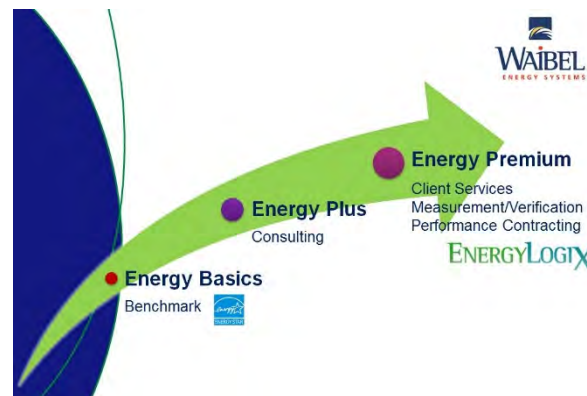
Drug-Free Workplace – WES maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

Security/Background Checks – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.



Environmental Management

Refrigerant Policy - WES practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.



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Refrigerant Management Program - WES maintains and uses the Trane Refrigerant Management Software (RMS) to capture, manage and report refrigerant activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, WES prints a report from RMS of all refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by WES technicians for each piece of equipment and can be used to satisfy reporting requirements.

Oil Disposal – WES removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



Services Waibel Can Provide Your Organization

Below is a list of services Waibel provides to its customers. This is not an exhaustive list but contains some of the services provided on a regular basis.

HVAC Services

- Preventative Maintenance
- Full/Select Maintenance
- Predictive Maintenance/Testing
- Infrared Scanning
- Laser Alignment – Pumps
- Coil Cleaning & Tube Brushing
- Eddy Current Testing
- Water Treatment
- Combustion Analysis
- Refrigerant Monitoring
- Safety Inspections on Equipment
- Strainer Cleaning
- Warranty Renewals
- Overhauls and Intellipak Refresh
- Air and Water Balancing
- Glycol Concentration Test
- Lithium Bromide Analysis
- Oil Analysis
- Pressure Testing
- Vibration Analysis
- Retrofits
- Air Compressors
- Cooling Tower – Rebuild
- Fan Balancing

Commercial Plumbing Services

- Plumbing System Inspections
- Piping
- Backflow Preventer Testing/Repair/Replacement
- Repairs Without Shutting Off Water
- Water Temperature Assessment
- Hot Water Boiler Inspections
- Bottle Filler Water Fountains
- Hands Free Faucets and Toilets
- Sensors – Battery Replacement

HVAC New Equipment

- New Equipment Installs – Design Build
- Evapco Cooling Tower
- Calmac Ice Tanks
- Lakor Water Separator/Filtration
- Computer Room Cooling Equipment
- Mitsubishi VRF

Security

- Building Access Controls
- Security Cameras and Software
- Body Cameras
- Alphone Access
- Emergency Solutions

HVAC Parts

- Replacement Parts
- Filters/Belts
- UV-C and Bipolar Ionization Units
- HALO Smart Sensor
- Uninterruptible Power Supply Units

Healthy Building Services

- Ventilation
- Purification
- Surface/Air Disinfection
- Filtration
- Indoor Air Quality

Building Automation Controls

- Non-proprietary Tridium Controls
- BuildingLogiX Building Analytics
- Energy Assessments
- BAS Monitoring
- Performance Based Service Agreements
- Integration of most manufactures' systems

Other Services

- Lighting Upgrades
- Engineering Services
- Facility Services
- Capital Planning



National Cooperative Purchasing Alliance

Under this agreement, WES has agreed to quote your organization utilizing the National Cooperative Purchasing Alliance (NCPA) pricing. Any identified major repairs outside of the scope of this project can also be priced using NCPA pricing. Under this nationally recognized government purchasing cooperative, your organization can reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing agreements that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA works with lead public agencies, who competitively solicit master agreements. Agreements are based on quality, performance, and most importantly pricing. These agreements are established using the following process:

- They issue a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days.
- The solicitation contains language that allows the agreement to be accessible nationally to public agencies in states whose laws allow for intergovernmental agreement use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The responses are evaluated based on "Identified Evaluation Criteria" and awards agreements.

Who Can Use Purchasing Cooperative Agreements

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize cooperative purchasing agreements. These include, but are not limited to the following agency types:

- School districts (including K-12, Charter schools, and Private K-12)
- Higher education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, counties, and any local government
- State agencies
- Healthcare organizations
- Church/Religious
- Nonprofit corporation



Our Team

Account Manager – Choose Account Manager

Employed by WES, this person works as a liaison with your designated administrator or staff member to assure overall satisfaction and effectiveness of work performed. The Account Manager will help facilitate all pricing requests for any additional contract work. All work can be quoted at US Communities and/or NCPA pricing.

Service Team Leader – Choose Service Leader

Employed by WES, this person functions with our on-site personnel and our inside operations team. This provides a higher level of customer service when it comes to scheduling, invoicing, and asset tracking records plus a lot more. This important role will coordinate all proactive service and follow-up on any reactive action required to ensure we maintain the highest level of service.

Energy Manager – Choose Energy Manager

Employed by WES, the Energy Manager is tasked with working with the District to maintain and improve success. To do this, energy use and building controls will be remotely analyzed on a real-time basis; any discovered system inefficiencies will be acted on quickly. Additionally, energy use will be reconciled quarterly and reported to the District along with recommendations and plans for continuous improvement. Finally, the Energy Manager is available to help evaluate third party energy programs.

HVAC/Controls Technician – Choose the Technician

Employed by WES, the HVAC/Controls Technician is tasked with working with the District to complete on-site work in a timely and professional manner following the scope of services within this agreement. The technician will be fully knowledgeable about your facility and will be proactive with bringing any issues to your attention.



Scope of Service

- 1) **Scheduled/Preventative Maintenance**
 - 2) **List of Equipment and Services**
 - 3) **Select/Full HVAC Maintenance**
 - a. **Covered Repairs**
 - b. **Warranty Clarifications & Exceptions**
 - 4) **Energy Services/Client Services & Controls**
 - a. **Energy Baseline and Energy Star Score**
 - b. **Energy Savings Measures**
 - c. **Monthly Energy Tracking**
 - d. **Client Services (Monitoring Software Maintenance & Building Analytics)**
 - e. **Energy Conservation & Controls Visit With Guaranteed Savings**
 - f. **Quarterly Reviews**
 - g. **Strategic Energy Management Program**
 - h. **Conservation and Energy Saving Targets**
 - 5) **HVAC Equipment Replacement**
 - 6) **Warranty Renewal of Equipment**
 - 7) **Other Building Projects (Roof, Lighting, Windows, Security)**
 - 8) **Additional Services/Information**
 - 9) **Warranty Information**
 - 10) **Pricing & Acceptance**
-

1) **Scheduled/Preventative Maintenance**

This is Scheduled Services based on our standards developed from years of experience. These scheduled site visits include specific assigned tasks to be performed. Please refer to the covered equipment list with assigned tasks and frequencies to be performed, tracked, and logged for good record keeping and asset management tracking.

Scheduled/Preventative Maintenance (Complete System Logs)

- On-site inspections of all listed HVAC and controls equipment
- Filter changes (filters provided by WES)
- Annual coil cleanings
- Annual oil analysis
- Vibration testing
- Belt replacements
- Bearing and mechanical parts including maintenance and adjustments

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- Refrigerant and glycol level checks
- Annual combustion analysis
- HVAC electrical inspections of all electrical components and connections
- Compressor and motor testing
- Pump alignments including coupling inspections
- Variable frequency drive testing and inspections
- Controls and safety circuit testing
- Seasonal startups and shutdowns
- Written reports and logs on all equipment
- 24 Hour emergency service is included

2) List of Equipment and Services by Building

Service/Inspections Provided:

PT = PRESSURE TEST	PM = PREVENTIVE MAINTENANCE	OA = OIL ANALYSIS
SC = STRAINER CLEANING	GA = GLYCOL CONCENTRATION TEST	RA = REFRIGERANT ANALYSIS
PCA = COUPLING ALIGNMENTS	RB = BELT CHANGE	CC = COIL CLEANING
OI = OPERATING INSPECTION	H2O = WATER TREATMENT	CA = COMBUSTION ANALYSIS
SI = SAFETY INSPECTION	ECI = ENERGY/CONTROLS INSPECTION	RF = FILTER CHANGE
VA = VIBRATION ANALYSIS	AM = ANNUAL MAINTENANCE	SE = SYSTEM EVALUATION
HSS = HIGH PRESSURE SPRING START UP	HWM = HIGH PRESSURE WINTER MNT	WS = WINTER START UP
LSS = LOW PRESSURE SPRING START UP	LWM = LOW PRESSURE WINTER MNT	BA = BURNER ASSEMBLIES
COI = COOLING OPERATING INSPECTION	CSU = COOLING START UP	HSU = HEATING START UP
HOI = HEATING OPERATING INSPECTION	CSD = COOLING SHUT DOWN	HSD = HEATING SHUT DOWN
HW = HEAT WHEELS	VFD = VARIABLE FREQUENCY DRIVES	WM = WINTER MAINTENANCE
CB = CLEAN OUT BASIN & FILL TOWER	PA = PUMP ALIGNMENT	SS = SPRING START UP
DT = DRAIN COOLING TOWER	RM = REFRIGERANT MONITOR	CHEM = CHEMICAL TEST
TBC = TUBE BRUSHING – CONDENSER	LBA = LITHIUM BROMIDE ANALYSIS	ET = EDDY CURRENT TEST
TBE = TUBE BRUSHING – EVAPORATOR	EC = ENERGY CONSULTATION	IR = INFRARED TESTING
	AT = ALIGNMENT TOOL	AG = AUGERY TOOL

BUILDING			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))

3) Select/Full HVAC Maintenance

Select/Full Maintenance ensures you as a client that your equipment is being professionally maintained. WES will manage the effective execution of preventative maintenance to ensure

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minimal downtime. With Select/Full Maintenance we take that a step further by covering repairs. This limits your overall risk and controls your HVAC and Control system repair costs.

The following repairs are covered:

Select/Full Maintenance

- Direct digital control and pneumatic controls - (other than non-maintainable parts)
- Air handler shafts, bearings, belts, and sheaves
- Air handler motors and drive components (including variable frequency drive)
- Chilled water and hot water pumps - (other than non-maintainable parts)
- Zone sensor/thermostats
- Relays and control contactors
- Limit controllers such as high or low limit controllers
- Motor starters and accessories
- Compressors - (other than non-maintainable parts)
- Condenser fan motors and blades
- Ignitors and burner controls (including ignition controllers)
- Expansion valves and refrigeration components
- Manufacturer installed micro-processors or circuit boards are covered under this agreement (including operator displays)
- All field mounted or installed BAS network and unit controllers (unless obsolete and unavailable)
- Drain pans if repairable

Warranty Clarifications & Exceptions

The intent of Select Maintenance warranty is to cover all that is practical and classified as maintainable parts. Below is a list of non-maintainable parts and conditions beyond our control as a service provider.

- Heat exchangers for gas fired heating equipment (including flues)
- Corrosion damage to unit cabinets, housings, frames, and flues
- Drain pan replacement is not included
- Insulation on ducts, piping etc. is non-maintainable
- Ductwork repair, modification or replacement of neoprene connectors
- Control specialty sensors, such RH%, pressure, flow or indoor air quality that cannot be recalibrated, reset, or adjusted are not covered
- Interconnecting water piping between components of any hot or chilled water systems. This piping is subject to corrosion and leaks at connections that are simply non-maintainable.
- Hot or chilled water heat exchangers including ice tanks and glycol to water exchangers. These components, other than water treatment are classified as non-maintainable (including coils, whether HW, CW or DX unless repairable).

- Shell in tube exchangers such as condenser and evaporators, while maintainable by cleaning are not covered on failure. This is mostly due to normal wear, vibration, or erosion. Yearly Eddy current testing is recommended and can be provided.
- Manual or automated valve actuators, seats and stems that cannot be repacked.
- Gaskets and seals are not maintainable parts
- Electrical contactors are not maintainable parts
- HVAC pump non-mechanical seals
- HVAC pump mechanical couplings
- Domestic hot water heaters or pumps are not covered (unless specified)
- Damage caused by acts of nature such as: flooding, tornados, lighting, fire, roof leaks, vandalism, or social unrest.
- Damage caused by power distribution problems such as voltage spikes, voltage, or current imbalance.
- Damage caused by a failing part leaking water.
- Power feeds, transformers, and electrical distribution components.
- In the event of a major equipment failure that cause extensive down time, the provision of temporary heating or cooling is not covered within this scope of work.
- Refrigerant loss/replacement nor conversions due to non-available or discontinued refrigerants.
- Non-HVAC related equipment such as fire systems, security, backflow preventers or water treatment or damage incurred because of these systems.

4) Energy Services/Client Services (Monitoring & Building Analytics)

Enter any details specific to the account related to energy (previous work done, EPC On Board results, etc).

Waibel Energy Systems shall:

- a) Establish your Energy Baseline and Energy Star Score,
- b) Provide and implement Low-Cost/No-Cost Energy Savings Measures (ESMs),
- c) Provide a list of optional capital projects yielding additional energy savings with estimated return on investment,
- d) Provide electric and gas meter tracking of energy consumption via a real-time, web-based application,
- e) Provide behind the scenes monitoring of your system,
- f) Provide monthly on-site visual and functional testing of controls,
- g) Provide quarterly energy reports and Report Cards,
- h) Create a Strategic Energy Management Program in conjunction with your personnel, and
- i) Provide energy saving targets.

Energy Baseline and Energy Star Score

- Install temporary wireless data collection devices to record temperature, CO2, and light in various zones in the building(s).

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- Perform detailed analysis of the data collected.
- Provide and review with personnel a detailed report of the findings of the analysis.
- Provide the Energy Star benchmark for the building(s).
- Provide baseline showing energy consumption and associated costs.

Energy Savings Measures

- In conjunction with the installation of BuildingLogiX building controls and applications, WES will determine Low-Cost/No-Cost Energy Savings Measures in order to drive down the energy consumption and associated costs as compared to the energy baseline. In order to achieve the estimated savings potential of this Agreement, these measures must be implemented.
- In addition, to the Low-Cost/No-Cost Savings Measures, WES engineers will provide a list of optional measures which will require capital expenditures along with their estimated Return on Investment.
- Investigate and assist in obtaining possible energy rebates from utility providers.

Monthly Energy Tracking

- WES provides monthly energy tracking to gain insight to areas where time can be well spent to find and maintain the most savings. Reviewing this along with our monthly analytics review makes a lot of sense.
- WES will take the responsibility for providing these reports as part of our review and accountability reports.

Client Services

Provides behind the scenes monitoring of alarms and the latest in building analytics. We have your back and are keeping you informed while looking ahead to avoid comfort issues and unwanted energy costs.

- WES will monitor proper connectivity for reliability and receiving of alarm notifications
- Remote inspections of building performance for comfort and energy
- Intelligent dispatching and response
- On-call response to notify and respond when needed
- Maintain licenses, backups and updates for web browsers and software updates

Energy Savings and Controls Visit with Guaranteed Savings

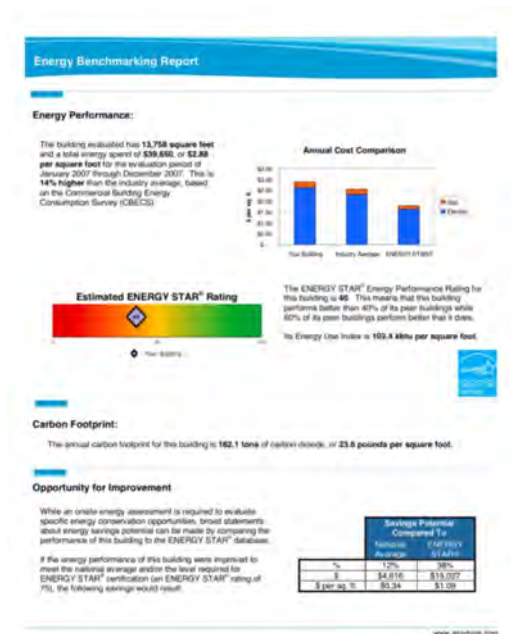
- On site Visits by our Controls Service Team
- Monthly On Site Control Visits (Utilizing reports and analytics)
- Each visit will consist of visual and functional testing including:
 - Comfort performance issues identified
 - Energy Savings Measures
 - End device and sensor adjustments/calibrations
 - Damper and valve performance (PID loops)
 - Tracking/Applications and system checks
 - Communication and database verification

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- Review of reports and analytics

Proactive Monitoring With Quarterly Energy Reports

- BAS data will be validated, and benchmark information will be updated annually utilizing wireless sensors.
- Electric and gas usage will be tracked to provide weather-normalized energy savings.
- Ongoing electric and gas purchasing consultation will be provided.
- Energy trending applications will be provided to assess the building historical consumption pattern.
- Quarterly electric and gas billing reviews and reports associated with energy conservation measures will be implemented. These reports will include the review of energy conservation measures and the auditing of the electric and gas billings from a Certified Energy Manager (CEM).
- Education and training will be provided through the duration of this Agreement.



Report Cards

Valuable HVAC data will be collected to verify system(s) efficiencies. Reports will be provided using the latest in WES building automation technology. Proactive reports will be provided for the following systems:

Either enter a list of equipment actual report cards being provided for or state they are being provided for the equipment listed in the agreement



Strategic Energy Management Program

WES Certified Energy Managers will, in conjunction with your personnel, create an overall Strategic Energy Management Plan. The plan will include, as a minimum:

- Energy budgeting,
- Operating practices,
- Energy & maintenance,
- Energy & equipment purchasing,
- Tracking systems, and
- Communication and feedback loops.

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Energy Saving Targets

Insert the current cost of their buildings and the amount we could save them

5) HVAC Equipment Replacement

Insert details of equipment replacement

6) Warranty Renewal of Equipment

Insert details here

7) Other Building Projects

Insert information if other work is being done as part of agreement

8) Additions and Exceptions

- a) Service and Repair Rates — All additional service and repairs will be quoted on a separate basis. As an Agreement holder you are entitled to a Preferred Labor Rate on repair services not covered by this Agreement. Your Preferred Labor Rate is 30% off our published street rate.
- b) Written Reports — If services or repair work are needed beyond this Agreement, written reports shall be provided at the end of any work completed including any future recommendations.

9) Warranty Information

Insert warranty information here

10) Pricing & Acceptance

Performance Based Agreement		Year 1	Year 2	Year 3	Year 4	Year 5
Total						
Guaranteed Energy Savings						
Yearly Cost After Guaranteed Energy Savings						
Performance Based Agreement						

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Yearly Cost					
Quarterly Cost					

Describe what happens if we do not hit the energy guarantee and describe what happens if we do

ACCEPTANCE

Proposal Submitted By:

Submitted by: Choose name

Title: Choose Title

Company: Waibel Energy Systems

Date: [Click here to enter a date.](#)

Proposal Accepted By:

Authorized by: _____

Title: _____

Date: _____

PO Number: _____



STANDARD TERMS AND CONDITIONS

The following terms and conditions are an integral part of the agreement between the named customer, ("Customer"), and Waibel Energy Systems, Inc. and/or any of its affiliated entities ("WES") (Customer and WES shall be collectively referred to herein as the "Parties"), and, together with a fully executed Proposal, Purchase Order or any other written form of agreement between the Parties, shall constitute the "Contract," which supersedes all prior negotiations, representations or agreements, either written or oral, or any other understanding, and are only subject to change and/or modification as provided for herein.

The Work. The term "Work" means the Scope of Services, in whole or in part, as defined and/or identified in the Contract, which further includes any labor, material, services or other items added through a change or modification as provided for herein.

The Property. The terms "Property" or "Work Site" shall mean the location where the Work is to be performed pursuant to the Contract, including any change or modification as provided for herein.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the effective date of the Contract, but only for equipment and material installed by WES. Additional equipment sold on an uninstalled basis and any taxable labor do not include sales tax and such taxes will be added to the Contract Price.

Exclusions from Work. WES' obligations under the Contract are limited to the Work as defined in the Proposal, Purchase Order or other written form of agreement and do not include upgrades and/or requirements to comply with the Americans with Disabilities Act or any other law or building code(s), unless specifically agreed to in the Contract or through a written change or modification as provided for herein. Absent such agreement, all Customer equipment, mechanical systems and/or other property will be serviced as is pursuant to the Contract.

Performance Procedures. WES shall supervise and direct the Work using its best skill and attention and shall have exclusive control over the means, methods, techniques, sequences, and procedures to perform the Work.

Payment Terms. Customer shall pay WES' invoices within net thirty (30) days of the invoice date. WES may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or offsite and may make progress. No retention shall be withheld from any payments. WES accepts checks, ACH or wire transfers as acceptable payment; WES reserves the right to offset direct expenses incurred via an assessed fee to customers using alternative payment methods such as credit cards, accounts payable services or similar methods that result in a reduced amount realized by WES. If payment is not timely received as required, WES, upon providing written notice and Customer's failure to deliver payment to WES within two business days thereafter, may suspend performance of the Work and, further, will be entitled to additional costs, if any, arising from any subsequent acceleration in its performance or other impacts/costs arising from the suspension of the Work. All amounts outstanding 10 days beyond the due date are subject to a service charge equal to 1.5% (18% per annum) of the principal amount due or the maximum allowable legal interest rate, whichever is greater, retroactive to the due date, and such charge will continue on a monthly basis on all late, unpaid invoices until paid current. Customer shall pay all costs (including attorneys' fees) incurred by WES in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent expressly agreed in writing signed by an authorized representative of WES, all dates provided by WES or its representatives for commencement, progress, or completion of any discrete items of the Work are estimates only. While WES shall use commercially reasonable efforts to meet such estimated dates, WES shall not be responsible for any damages for its failure to do so.

Access. WES and/or its subcontractors shall be provided access to the Property during regular business hours or such other hours as may be requested by WES and acceptable to Customer for the performance of the Work, including sufficient areas for staging, mobilization, and storage. WES' access to the Property to evaluate and address any emergency condition shall not be restricted.

Changes to the Work. Additional Work may be requested by Customer or proposed by WES, but WES' performance of such additional Work is strictly conditioned upon a mutually agreed Change Order, Purchase Order, Work Order or other written modification executed by the Parties (collectively referred to as a "Change Order"). Each Change Order shall consist of a written instrument which includes an agreement on: 1) the specific scope of the change in the Work; 2) the amount of compensation for the change; and, 3) any additional terms that may be necessary and appropriate. Absent a mutual agreement on the scope and cost of the Change Order which has been fully executed by the Parties, WES shall not have any obligation to perform such additional Work requested by Customer; provided, however, in the event of an emergency condition which requires immediate remedial repairs in advance of an executed Change Order or other exigent circumstances, WES shall be entitled to recover its actual costs for labor, materials, equipment and other items, and profit and overhead equal to 30% of such costs.

Permits and Governmental Fees. To the extent applicable to the Work and/or changes to the Work, WES shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from WES' subcontractors are received, negotiations thereon concluded, or the effective date of a



relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities for Performance. Customer shall provide without charge all water, heat, and utilities required for performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if WES encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in the construction/installation activities of the type and character as the Work, WES shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in WES' cost to perform any part of the Work, WES shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the cost to be paid to WES.

Asbestos and Hazardous Materials. The Work and other services in connection with the Contract expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by WES, there are no Hazardous Materials on the Work site that will in any way affect the performance of the Work and Customer has disclosed to WES the existence and location of any Hazardous Materials in all areas within which WES will be performing the Work. Should WES become aware of or suspect the presence of Hazardous Materials, WES may immediately stop work in the affected areas and shall timely notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by WES. WES shall be required to resume performance of the Work in the affected areas only in the absence of Hazardous Materials or when affected area has been rendered harmless. In no event shall WES be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, the Contract shall at WES' sole election: 1) remain in effect but WES' obligations shall be suspended until the uncontrollable event terminates; or, 2) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay WES for all Work performed through the date of termination.

Customer's Default. Each of the following events or conditions shall constitute a Default by Customer and give WES the right, without limitation to other remedies, to terminate the Contract by delivery of written notice declaring termination, upon which event Customer shall be liable to WES for all Work performed to date and all damages sustained by WES (including lost profit and overhead): 1) Any failure by Customer to pay amounts due more than thirty (30) days after the due date of the invoice; or, 2) Any failure by Customer to perform or comply with any material provision of the Contract which restricts the ability of WES to reasonably perform the Work.

Indemnification. WES and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of the Contract. Neither Party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the Parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability. NOTWITHSTANDING ANY PROVISION OR REPRESENTATION BY EITHER PARTY TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE OR PROFITS, BUT EXCLUDING PROFIT AND OVERHEAD EARNED BY WES DURING THE PERIOD OF ITS PERFORMANCE AND/OR PROFIT AND/OR OVERHEAD THAT WES WOULD HAVE EARNED THROUGH FULL PERFORMANCE BUT FOR CUSTOMER'S DEFAULT), OR PUNITIVE DAMAGES, AND IN NO EVENT SHALL WES BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Workmanship and Equipment Warranty. WES warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), WES equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in WES catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, WES will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to



this warranty. No liability whatsoever shall attach to WES until said equipment and Work have been paid for in full and then said liability shall be limited to WES cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by WES are not warranted by WES and have such warranties as may be extended by the respective manufacturer. WES warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by WES, improper operation, or normal wear and tear under normal usage. WES shall not be obligated to pay for the cost of lost refrigerant. WES equipment sold on a supply basis is warranted in accordance with WES standard warranty for supplied equipment. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. WES SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Insurance. Upon request, WES will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under WES insurance policy, WES will do so but only to the extent of WES indemnity assumed under the indemnity provision contained herein. WES does not waive any rights of subrogation.

Termination of Contract. WES may terminate the Contract by written notice to Customer if the Work and/or its performance is stopped for a period of 30 consecutive days through no act or fault of WES, its agents or employees, or upon Customer's default as provided herein. Customer may terminate the Contract if WES fails and refuses to substantially perform its obligations under the Contract, without basis, but only if WES fails to cure such failure within five business days after Customer delivers written notice to WES. The Parties also have the right to terminate the Contract for Convenience upon 90 days' notice, and in such event WES shall be entitled to payment for all Work performed through the date of termination.

Claims and Disputes. A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Parties shall endeavor to resolve all Claims through informal discussions. To the extent informal discussions do not result in a resolution, then the Claim shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. If mediation is unsuccessful, the Parties agree to binding arbitration as the sole method for binding dispute resolution, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract. A demand for arbitration can be made by either party concurrently with a request for mediation, and if mediation does not take place within 90 days after the request is made, the arbitration may, at the sole discretion of the party that demanded arbitration, proceed regardless of the status of mediation.

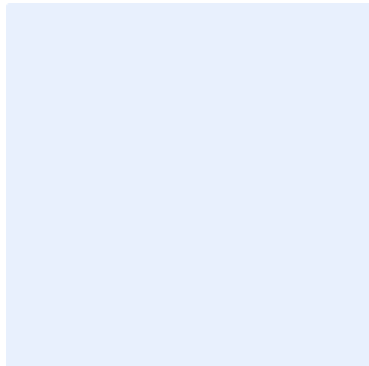
Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of such courts.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of WES. In that event, the Contract shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

Complete Agreement. This Contract constitutes the entire agreement between the Parties. This Contract may not be amended, modified, or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent WES is a signatory thereon.



Scheduled Services Agreement



SCHEDULED SERVICES AGREEMENT BY WAIBEL ENERGY SYSTEMS

SCHEDULED SERVICES PROPOSAL FOR:

Company Name

Address

City, Ohio Zip Code

SITE ADDRESS:

Building Name

Address

City, Ohio Zip Code

OUR OFFICE:

Waibel Energy Systems

815 Falls Creek Drive

Vandalia, OH 45377

DATE:

[Click here to enter a date.](#)



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WAIBEL SCHEDULED SERVICES AGREEMENT

Executive Summary

Thank you for considering Waibel Energy Systems (WES) as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A WES Scheduled Services Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included, the Agreement should help you minimize unplanned down time and unexpected expenses.

Beyond the benefits of a typical service plan, a WES Scheduled Services Agreement can deliver enhanced value through an optional Performance Package. WES can continuously collect data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Waibel Energy Systems customer you can count on:

☑ **Priority Response** – As a WES Scheduled Services Agreement customer you will have service priority, above time and materials customers.



☑ **Advanced Diagnostics** – WES applications and technologies equip technicians to analyze system performance and make actionable service recommendations.

☑ **Waibel Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.

☑ **Dedicated Waibel Service Team** – A local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

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Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Scheduled Services Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Waibel Energy Systems you can expect:



Superior Service Delivery

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technician(s), and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response – As a Scheduled Service Agreement holder you will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - WES utilizes a computerized scheduling program to ensure that all services included in the Agreement are performed.

Waibel's Service Delivery Process ensures consistent quality through:

- Uniform service delivery,
- Pre-job parts planning,
- Documented work procedures,
- Efficient and economical delivery of services, and
- Emphasis on Safety & Environment.



Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit. Each WES technician will complete their work order and documentation electronically to capture the details for future records and accuracy.

Operational System Optimization – The WES team will work together to review your operating sequences and practices for the systems and equipment covered by the Agreement and advise you of operational improvement opportunities.

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Training for Facility Staff - Concurrent with annual start-up, your WES technician will offer instruction to your staff on proper operation of systems and equipment covered by the Agreement.



Health and Safety

Safety Management Program with Safety Coordinator - Our Safety Coordinator manages the Safety Management Program which includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. A Safety Committee focuses on any safety issues that might arise and addresses them companywide.

Drug-Free Workplace - WES maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

Security/Background Checks – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.



Environmental Management

Refrigerant Policy - WES practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - WES maintains and uses the Trane Refrigerant Management Software (RMS) to capture, manage and report refrigerant activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by office personnel. Annually, WES prints a report from RMS of all refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by WES technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal – WES removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, WES will remove used oil from refrigeration units for the customer to arrange disposal).



Services Waibel Can Provide Your Organization

Below is a list of services Waibel provides to its customers. This is not an exhaustive list but contains some of the services provided on a regular basis.

HVAC Services

- Preventative Maintenance
- Full/Select Maintenance
- Predictive Maintenance/Testing
- Infrared Scanning
- Laser Alignment – Pumps
- Coil Cleaning & Tube Brushing
- Eddy Current Testing
- Water Treatment
- Combustion Analysis
- Refrigerant Monitoring
- Safety Inspections on Equipment
- Strainer Cleaning
- Warranty Renewals
- Overhauls and Intellipak Refresh
- Air and Water Balancing
- Glycol Concentration Test
- Lithium Bromide Analysis
- Oil Analysis
- Pressure Testing
- Vibration Analysis
- Retrofits
- Air Compressors
- Cooling Tower – Rebuild
- Fan Balancing

Commercial Plumbing Services

- Plumbing System Inspections
- Piping
- Backflow Preventer Testing/Repair/Replacement
- Repairs Without Shutting Off Water
- Water Temperature Assessment
- Hot Water Boiler Inspections
- Bottle Filler Water Fountains
- Hands Free Faucets and Toilets
- Sensors – Battery Replacement

HVAC New Equipment

- New Equipment Installs – Design Build
- Evapco Cooling Tower
- Calmac Ice Tanks
- Lakor Water Separator/Filtration
- Computer Room Cooling Equipment
- Mitsubishi VRF

Security

- Building Access Controls
- Security Cameras and Software
- Body Cameras
- Aliphone Access
- Emergency Solutions

HVAC Parts

- Replacement Parts
- Filters/Belts
- UV-C and Bipolar Ionization Units
- HALO Smart Sensor
- Uninterruptible Power Supply Units

Healthy Building Services

- Ventilation
- Purification
- Surface/Air Disinfection
- Filtration
- Indoor Air Quality

Building Automation Controls

- Non-proprietary Tridium Controls
- BuildingLogiX Building Analytics
- Energy Assessments
- BAS Monitoring
- Performance Based Service Agreements
- Integration of most manufactures' systems

Other Services

- Lighting Upgrades
- Engineering Services
- Facility Services
- Capital Planning



National Cooperative Purchasing Alliance

Under this agreement, WES has agreed to quote your organization utilizing the National Cooperative Purchasing Alliance (NCPA) pricing. Any identified major repairs outside of the scope of this project can also be priced using NCPA pricing. Under this nationally recognized government purchasing cooperative, your organization can reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing agreements that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA works with lead public agencies, who competitively solicit master agreements. Agreements are based on quality, performance, and most importantly pricing. These agreements are established using the following process:

- They issue a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days.
- The solicitation contains language that allows the agreement to be accessible nationally to public agencies in states whose laws allow for intergovernmental agreement use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The responses are evaluated based on "Identified Evaluation Criteria" and awards agreements.

Who Can Use Purchasing Cooperative Agreements

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize cooperative purchasing agreements. These include, but are not limited to the following agency types:

- School districts (including K-12, Charter schools, and Private K-12)
- Higher education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, counties, and any local government
- State agencies
- Healthcare organizations
- Church/Religious
- Nonprofit corporation



Scope of Services

1) SCHEDULED MAINTENANCE SERVICE PROGRAM

Routine maintenance inspections are performed throughout the year. Section 4 below Service/Inspections provides a list of the schedules and types of inspections.

2) EMERGENCY SERVICE

Emergency service and repairs are available on a 24-hour-per-day basis and will be invoiced at the prevailing straight-time or overtime agreement rate.

3) REPLACEMENT PARTS

Parts and materials shall be provided as authorized and invoiced extra to the Agreement price.

4) SERVICE/INSPECTIONS

WES agrees to inspect, maintain and repair the equipment listed below according to the terms of this Agreement, including the “Scope of Services” and “Terms and Conditions” sections hereof.

Service/Inspections Provided:

PT = PRESSURE TEST	PM = PREVENTIVE MAINTENANCE	OA = OIL ANALYSIS
SC = STRAINER CLEANING	GA = GLYCOL CONCENTRATION TEST	RA = REFRIGERANT ANALYSIS
PCA = COUPLING ALIGNMENTS	RB = BELT CHANGE	CC = COIL CLEANING
OI = OPERATING INSPECTION	H2O = WATER TREATMENT	CA = COMBUSTION ANALYSIS
SI = SAFETY INSPECTION	ECI = ENERGY/CONTROLS INSPECTION	RF = FILTER CHANGE
VA = VIBRATION ANALYSIS	AM = ANNUAL MAINTENANCE	SE = SYSTEM EVALUATION
HSS = HIGH PRESSURE SPRING START UP	HWM = HIGH PRESSURE WINTER MNT	WS = WINTER START UP
LSS = LOW PRESSURE SPRING START UP	LWM = LOW PRESSURE WINTER MNT	BA = BURNER ASSEMBLIES
COI = COOLING OPERATING INSPECTION	CSU = COOLING START UP	HSU = HEATING START UP
HOI = HEATING OPERATING INSPECTION	CSD = COOLING SHUT DOWN	HSD = HEATING SHUT DOWN
HW = HEAT WHEELS	VFD = VARIABLE FREQUENCY DRIVES	WM = WINTER MAINTENANCE
CB = CLEAN OUT BASIN & FILL TOWER	PA = PUMP ALIGNMENT	SS = SPRING START UP
DT = DRAIN COOLING TOWER	RM = REFRIGERANT MONITOR	CHEM = CHEMICAL TEST
TBC = TUBE BRUSHING – CONDENSER	LBA = LITHIUM BROMIDE ANALYSIS	ET = EDDY CURRENT TEST
TBE = TUBE BRUSHING – EVAPORATOR	EC = ENERGY CONSULTATION	IR = INFRARED TESTING
	AT = ALIGNMENT TOOL	AG = AUGERY TOOL

BUILDING			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))

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5) WRITTEN REPORTS

Written reports will be provided to the customer representative following each regular inspection or emergency call. These will include recommendations of necessary repairs and maintenance procedures.

6) PREFERENTIAL SERVICE AND AGREEMENT SERVICE RATE

All additional service and repairs will be quoted on a separate basis. As a Scheduled Services Agreement holder, you are entitled to a Preferred Labor Rate on repair services not covered by this Agreement. Your Preferred Labor Rate is 30% off our published street rate.

Warranty Information

Enter Warranty Info Here

Pricing and Acceptance

Scheduled Service Agreement		Year 1	Year 2	Year 3	Year 4	Year 5
Total Agreement						
Yearly Cost						
Quarterly Cost						

ACCEPTANCE

Proposal Submitted By:

Submitted by: Choose name

Title: Choose Title

Company: Waibel Energy Systems

Date: Click here to enter a date.

Proposal Accepted By:

Authorized by: _____

Title: _____

Date: _____

PO Number: _____

“The Way Buildings Work Better”



STANDARD TERMS AND CONDITIONS

The following terms and conditions are an integral part of the agreement between the named customer, ("Customer"), and Waibel Energy Systems, Inc. and/or any of its affiliated entities ("WES") (Customer and WES shall be collectively referred to herein as the "Parties"), and, together with a fully executed Proposal, Purchase Order or any other written form of agreement between the Parties, shall constitute the "Contract," which supersedes all prior negotiations, representations or agreements, either written or oral, or any other understanding, and are only subject to change and/or modification as provided for herein.

The Work. The term "Work" means the Scope of Services, in whole or in part, as defined and/or identified in the Contract, which further includes any labor, material, services or other items added through a change or modification as provided for herein.

The Property. The terms "Property" or "Work Site" shall mean the location where the Work is to be performed pursuant to the Contract, including any change or modification as provided for herein.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the effective date of the Contract, but only for equipment and material installed by WES. Additional equipment sold on an uninstalled basis and any taxable labor do not include sales tax and such taxes will be added to the Contract Price.

Exclusions from Work. WES' obligations under the Contract are limited to the Work as defined in the Proposal, Purchase Order or other written form of agreement and do not include upgrades and/or requirements to comply with the Americans with Disabilities Act or any other law or building code(s), unless specifically agreed to in the Contract or through a written change or modification as provided for herein. Absent such agreement, all Customer equipment, mechanical systems and/or other property will be serviced as is pursuant to the Contract.

Performance Procedures. WES shall supervise and direct the Work using its best skill and attention and shall have exclusive control over the means, methods, techniques, sequences, and procedures to perform the Work.

Payment Terms. Customer shall pay WES' invoices within net thirty (30) days of the invoice date. WES may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or offsite and may make progress. No retention shall be withheld from any payments. WES accepts checks, ACH or wire transfers as acceptable payment; WES reserves the right to offset direct expenses incurred via an assessed fee to customers using alternative payment methods such as credit cards, accounts payable services or similar methods that result in a reduced amount realized by WES. If payment is not timely received as required, WES, upon providing written notice and Customer's failure to deliver payment to WES within two business days thereafter, may suspend performance of the Work and, further, will be entitled to additional costs, if any, arising from any subsequent acceleration in its performance or other impacts/costs arising from the suspension of the Work. All amounts outstanding 10 days beyond the due date are subject to a service charge equal to 1.5% (18% per annum) of the principal amount due or the maximum allowable legal interest rate, whichever is greater, retroactive to the due date, and such charge will continue on a monthly basis on all late, unpaid invoices until paid current. Customer shall pay all costs (including attorneys' fees) incurred by WES in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent expressly agreed in writing signed by an authorized representative of WES, all dates provided by WES or its representatives for commencement, progress, or completion of any discrete items of the Work are estimates only. While WES shall use commercially reasonable efforts to meet such estimated dates, WES shall not be responsible for any damages for its failure to do so.

Access. WES and/or its subcontractors shall be provided access to the Property during regular business hours or such other hours as may be requested by WES and acceptable to Customer for the performance of the Work, including sufficient areas for staging, mobilization, and storage. WES' access to the Property to evaluate and address any emergency condition shall not be restricted.

Changes to the Work. Additional Work may be requested by Customer or proposed by WES, but WES' performance of such additional Work is strictly conditioned upon a mutually agreed Change Order, Purchase Order, Work Order or other written modification executed by the Parties (collectively referred to as a "Change Order"). Each Change Order shall consist of a written instrument which includes an agreement on: 1) the specific scope of the change in the Work; 2) the amount of compensation for the change; and, 3) any additional terms that may be necessary and appropriate. Absent a mutual agreement on the scope and cost of the Change Order which has been fully executed by the Parties, WES shall not have any obligation to perform such additional Work requested by Customer; provided, however, in the event of an emergency condition which requires immediate remedial repairs in advance of an executed Change Order or other exigent circumstances, WES shall be entitled to recover its actual costs for labor, materials, equipment and other items, and profit and overhead equal to 30% of such costs.

Permits and Governmental Fees. To the extent applicable to the Work and/or changes to the Work, WES shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from WES' subcontractors are received, negotiations thereon concluded, or the effective date of a



relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities for Performance. Customer shall provide without charge all water, heat, and utilities required for performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if WES encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in the construction/installation activities of the type and character as the Work, WES shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in WES' cost to perform any part of the Work, WES shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the cost to be paid to WES.

Asbestos and Hazardous Materials. The Work and other services in connection with the Contract expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by WES, there are no Hazardous Materials on the Work site that will in any way affect the performance of the Work and Customer has disclosed to WES the existence and location of any Hazardous Materials in all areas within which WES will be performing the Work. Should WES become aware of or suspect the presence of Hazardous Materials, WES may immediately stop work in the affected areas and shall timely notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by WES. WES shall be required to resume performance of the Work in the affected areas only in the absence of Hazardous Materials or when affected area has been rendered harmless. In no event shall WES be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, the Contract shall at WES' sole election: 1) remain in effect but WES' obligations shall be suspended until the uncontrollable event terminates; or, 2) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay WES for all Work performed through the date of termination.

Customer's Default. Each of the following events or conditions shall constitute a Default by Customer and give WES the right, without limitation to other remedies, to terminate the Contract by delivery of written notice declaring termination, upon which event Customer shall be liable to WES for all Work performed to date and all damages sustained by WES (including lost profit and overhead): 1) Any failure by Customer to pay amounts due more than thirty (30) days after the due date of the invoice; or, 2) Any failure by Customer to perform or comply with any material provision of the Contract which restricts the ability of WES to reasonably perform the Work.

Indemnification. WES and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of the Contract. Neither Party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the Parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability. NOTWITHSTANDING ANY PROVISION OR REPRESENTATION BY EITHER PARTY TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE OR PROFITS, BUT EXCLUDING PROFIT AND OVERHEAD EARNED BY WES DURING THE PERIOD OF ITS PERFORMANCE AND/OR PROFIT AND/OR OVERHEAD THAT WES WOULD HAVE EARNED THROUGH FULL PERFORMANCE BUT FOR CUSTOMER'S DEFAULT), OR PUNITIVE DAMAGES, AND IN NO EVENT SHALL WES BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Workmanship and Equipment Warranty. WES warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), WES equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in WES catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, WES will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to



this warranty. No liability whatsoever shall attach to WES until said equipment and Work have been paid for in full and then said liability shall be limited to WES cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by WES are not warranted by WES and have such warranties as may be extended by the respective manufacturer. WES warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by WES, improper operation, or normal wear and tear under normal usage. WES shall not be obligated to pay for the cost of lost refrigerant. WES equipment sold on a supply basis is warranted in accordance with WES standard warranty for supplied equipment. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. WES SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Insurance. Upon request, WES will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under WES insurance policy, WES will do so but only to the extent of WES indemnity assumed under the indemnity provision contained herein. WES does not waive any rights of subrogation.

Termination of Contract. WES may terminate the Contract by written notice to Customer if the Work and/or its performance is stopped for a period of 30 consecutive days through no act or fault of WES, its agents or employees, or upon Customer's default as provided herein. Customer may terminate the Contract if WES fails and refuses to substantially perform its obligations under the Contract, without basis, but only if WES fails to cure such failure within five business days after Customer delivers written notice to WES. The Parties also have the right to terminate the Contract for Convenience upon 90 days' notice, and in such event WES shall be entitled to payment for all Work performed through the date of termination.

Claims and Disputes. A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Parties shall endeavor to resolve all Claims through informal discussions. To the extent informal discussions do not result in a resolution, then the Claim shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. If mediation is unsuccessful, the Parties agree to binding arbitration as the sole method for binding dispute resolution, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract. A demand for arbitration can be made by either party concurrently with a request for mediation, and if mediation does not take place within 90 days after the request is made, the arbitration may, at the sole discretion of the party that demanded arbitration, proceed regardless of the status of mediation.

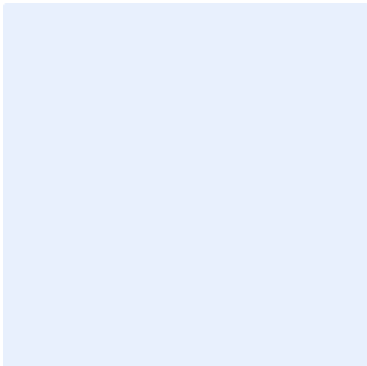
Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of such courts.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of WES. In that event, the Contract shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

Complete Agreement. This Contract constitutes the entire agreement between the Parties. This Contract may not be amended, modified, or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent WES is a signatory thereon.



Security Agreement



SECURITY AGREEMENT BY WAIBEL ENERGY SYSTEMS

SECURITY PROPOSAL FOR:

Authorizer Name

Company Name

Address

City, Ohio Zip Code

SITE ADDRESS:

Building Name

Address

City, Ohio Zip Code

OUR OFFICE:

Waibel Energy Systems

815 Falls Creek Drive

Vandalia, OH 45377

DATE:

[Click here to enter a date.](#)



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WAIBEL SECURITY AGREEMENT

Executive Summary

Thank you for considering Waibel Energy Systems (WES) as your building security partner. We are committed to working with you to help you ensure your building is safe and meets the needs of your organization. The details of that commitment are in the following pages.

Through our access control and video products, we are proud to offer organizations more security control and automation as well as the ability to combine the management of these systems. From implementing the solution to monitoring your data, our team will walk you through every step of the process. We use industry-leading Niagara software to provide analytics and control of each system and can also connect other critical building systems to this program such as HVAC or lighting. Our software is accessible from any connected device and produces scalable and real-time data.

WES has the experience necessary to successfully upgrade your organizations' security program. Our solutions will give you more control over who accesses your facility and which areas they can visit. We also provide the technology to scale this data and analyze it against previous data or other critical systems.



Access Control – Through our card access technology, we provide solutions which allow a more secure environment for your staff and students as well as more protection for certain areas of your building.



Security – WES is proud to offer a variety of products that help monitor the activities within your organization and create a more controlled environment. We can provide a comprehensive solution that manages both security cameras and key card access.

Video – Our security video management software allows your organization to enjoy increased productivity, heightened security, and more oversight of your operations.

Additionally, as a Waibel Energy Systems customer you can count on:



☑ **Priority Response** – As a WES Agreement customer you will have service priority, above time and materials customers.

☑ **Waibel Service Delivery** – ensures the right services are completely and consistently performed to keep your building(s) safe.

☑ **Dedicated Waibel Team** – A local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your security requirements and your equipment.

“The Way Buildings Work Better”



Added Value

In addition to financial value, when you partner with Waibel Energy Systems you can expect:



Superior Service Delivery

Assigned Security Team - Your security team will consist of our professional Security Coordinator, Security Technician(s), and Account Manager with extensive security systems experience. Our technicians have a thorough understanding of building access controls, video surveillance, and security management software.

Priority Response – As a Security Agreement holder you will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Waibel's Service Delivery Process ensures consistent quality through:

- Uniform service delivery,
- Pre-job parts planning,
- Documented work procedures,
- Efficient and economical delivery of services, and
- Emphasis on Safety & Environment.



Knowledge Transfer

Documentation - Work performed on your security system will be documented by the technician and reviewed with you at the completion of each visit. Each WES security technician will complete their work order and documentation electronically to capture the details for future records and accuracy.

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Safety Management Program with Safety Coordinator - Our Safety Coordinator manages the Safety Management Program which includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. A Safety Committee focuses on any safety issues that might arise and addresses them companywide.

Drug-Free Workplace - WES maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

Security/Background Checks – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.

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- Water Treatment
- Combustion Analysis
- Refrigerant Monitoring
- Safety Inspections on Equipment
- Strainer Cleaning
- Warranty Renewals
- Overhauls and Intellipak Refresh
- Air and Water Balancing
- Glycol Concentration Test
- Lithium Bromide Analysis
- Oil Analysis
- Pressure Testing
- Vibration Analysis
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- Air Compressors
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Commercial Plumbing Services

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- Backflow Preventer Testing/Repair/Replacement
- Repairs Without Shutting Off Water
- Water Temperature Assessment
- Hot Water Boiler Inspections
- Bottle Filler Water Fountains
- Hands Free Faucets and Toilets
- Sensors – Battery Replacement

HVAC New Equipment

- New Equipment Installs – Design Build
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- Calmac Ice Tanks
- Lakor Water Separator/Filtration
- Computer Room Cooling Equipment
- Mitsubishi VRF

Security

- Building Access Controls
- Security Cameras and Software
- Body Cameras
- Aiphone Access
- Emergency Solutions

HVAC Parts

- Replacement Parts
- Filters/Belts
- UV-C and Bipolar Ionization Units
- HALO Smart Sensor
- Uninterruptible Power Supply Units

Healthy Building Services

- Ventilation
- Purification
- Surface/Air Disinfection
- Filtration
- Indoor Air Quality

Building Automation Controls

- Non-proprietary Tridium Controls
- BuildingLogiX Building Analytics
- Energy Assessments
- BAS Monitoring
- Performance Based Service Agreements
- Integration of most manufactures' systems

Other Services

- Lighting Upgrades
- Engineering Services
- Facility Services
- Capital Planning

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National Cooperative Purchasing Alliance

Under this agreement WES has agreed to quote your organizations' security needs using National Cooperative Purchasing Alliance (NCPA) pricing. Under this nationally recognized government purchasing cooperative, you can reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing agreements that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA works with lead public agencies, who competitively solicit master agreements. Agreements are based on quality, performance, and most importantly pricing. These agreements are established using the following process:

- They issue a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days.
- The solicitation contains language that allows the agreement to be accessible nationally to public agencies in states whose laws allow for intergovernmental agreement use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The responses are evaluated based on "Identified Evaluation Criteria" and awards agreements.

Who Can Use Purchasing Cooperative Agreements

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize cooperative purchasing agreements. These include, but are not limited to the following agency types:

- School districts (including K-12, Charter schools, and Private K-12)
- Higher education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, counties, and any local government
- State agencies
- Healthcare organizations
- Church/Religious
- Nonprofit corporation



Scope of Work

Include Specific Scope by Item Here

Warranty Information

Enter Warranty Info Here

Pricing & Acceptance

We will provide the above scope for the sum of \$

After hours work price add

- To perform the above work after hours for installing only. Set up of new camera system can be done during normal business hours.
- Add \$

ACCEPTANCE

Proposal Submitted By:

Submitted by:

Title:

Company:

Date:

Proposal Accepted By:

Authorized by:

Title:

Date:

PO Number:



STANDARD TERMS AND CONDITIONS

The following terms and conditions are an integral part of the agreement between the named customer, ("Customer"), and Waibel Energy Systems, Inc. and/or any of its affiliated entities ("WES") (Customer and WES shall be collectively referred to herein as the "Parties"), and, together with a fully executed Proposal, Purchase Order or any other written form of agreement between the Parties, shall constitute the "Contract," which supersedes all prior negotiations, representations or agreements, either written or oral, or any other understanding, and are only subject to change and/or modification as provided for herein.

The Work. The term "Work" means the Scope of Services, in whole or in part, as defined and/or identified in the Contract, which further includes any labor, material, services or other items added through a change or modification as provided for herein.

The Property. The terms "Property" or "Work Site" shall mean the location where the Work is to be performed pursuant to the Contract, including any change or modification as provided for herein.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the effective date of the Contract, but only for equipment and material installed by WES. Additional equipment sold on an uninstalled basis and any taxable labor do not include sales tax and such taxes will be added to the Contract Price.

Exclusions from Work. WES' obligations under the Contract are limited to the Work as defined in the Proposal, Purchase Order or other written form of agreement and do not include upgrades and/or requirements to comply with the Americans with Disabilities Act or any other law or building code(s), unless specifically agreed to in the Contract or through a written change or modification as provided for herein. Absent such agreement, all Customer equipment, mechanical systems and/or other property will be serviced as is pursuant to the Contract.

Performance Procedures. WES shall supervise and direct the Work using its best skill and attention and shall have exclusive control over the means, methods, techniques, sequences, and procedures to perform the Work.

Payment Terms. Customer shall pay WES' invoices within net thirty (30) days of the invoice date. WES may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or offsite and may make progress. No retention shall be withheld from any payments. WES accepts checks, ACH or wire transfers as acceptable payment; WES reserves the right to offset direct expenses incurred via an assessed fee to customers using alternative payment methods such as credit cards, accounts payable services or similar methods that result in a reduced amount realized by WES. If payment is not timely received as required, WES, upon providing written notice and Customer's failure to deliver payment to WES within two business days thereafter, may suspend performance of the Work and, further, will be entitled to additional costs, if any, arising from any subsequent acceleration in its performance or other impacts/costs arising from the suspension of the Work. All amounts outstanding 10 days beyond the due date are subject to a service charge equal to 1.5% (18% per annum) of the principal amount due or the maximum allowable legal interest rate, whichever is greater, retroactive to the due date, and such charge will continue on a monthly basis on all late, unpaid invoices until paid current. Customer shall pay all costs (including attorneys' fees) incurred by WES in attempting to collect amounts due and otherwise enforcing these terms and conditions.

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relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities for Performance. Customer shall provide without charge all water, heat, and utilities required for performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if WES encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in the construction/installation activities of the type and character as the Work, WES shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in WES' cost to perform any part of the Work, WES shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the cost to be paid to WES.

Asbestos and Hazardous Materials. The Work and other services in connection with the Contract expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by WES, there are no Hazardous Materials on the Work site that will in any way affect the performance of the Work and Customer has disclosed to WES the existence and location of any Hazardous Materials in all areas within which WES will be performing the Work. Should WES become aware of or suspect the presence of Hazardous Materials, WES may immediately stop work in the affected areas and shall timely notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by WES. WES shall be required to resume performance of the Work in the affected areas only in the absence of Hazardous Materials or when affected area has been rendered harmless. In no event shall WES be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, the Contract shall at WES' sole election: 1) remain in effect but WES' obligations shall be suspended until the uncontrollable event terminates; or, 2) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay WES for all Work performed through the date of termination.

Customer's Default. Each of the following events or conditions shall constitute a Default by Customer and give WES the right, without limitation to other remedies, to terminate the Contract by delivery of written notice declaring termination, upon which event Customer shall be liable to WES for all Work performed to date and all damages sustained by WES (including lost profit and overhead): 1) Any failure by Customer to pay amounts due more than thirty (30) days after the due date of the invoice; or, 2) Any failure by Customer to perform or comply with any material provision of the Contract which restricts the ability of WES to reasonably perform the Work.

Indemnification. WES and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of the Contract. Neither Party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the Parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability. NOTWITHSTANDING ANY PROVISION OR REPRESENTATION BY EITHER PARTY TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE OR PROFITS, BUT EXCLUDING PROFIT AND OVERHEAD EARNED BY WES DURING THE PERIOD OF ITS PERFORMANCE AND/OR PROFIT AND/OR OVERHEAD THAT WES WOULD HAVE EARNED THROUGH FULL PERFORMANCE BUT FOR CUSTOMER'S DEFAULT), OR PUNITIVE DAMAGES, AND IN NO EVENT SHALL WES BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Workmanship and Equipment Warranty. WES warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), WES equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in WES catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, WES will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to



this warranty. No liability whatsoever shall attach to WES until said equipment and Work have been paid for in full and then said liability shall be limited to WES cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by WES are not warranted by WES and have such warranties as may be extended by the respective manufacturer. WES warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by WES, improper operation, or normal wear and tear under normal usage. WES shall not be obligated to pay for the cost of lost refrigerant. WES equipment sold on a supply basis is warranted in accordance with WES standard warranty for supplied equipment. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. WES SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Insurance. Upon request, WES will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under WES insurance policy, WES will do so but only to the extent of WES indemnity assumed under the indemnity provision contained herein. WES does not waive any rights of subrogation.

Termination of Contract. WES may terminate the Contract by written notice to Customer if the Work and/or its performance is stopped for a period of 30 consecutive days through no act or fault of WES, its agents or employees, or upon Customer's default as provided herein. Customer may terminate the Contract if WES fails and refuses to substantially perform its obligations under the Contract, without basis, but only if WES fails to cure such failure within five business days after Customer delivers written notice to WES. The Parties also have the right to terminate the Contract for Convenience upon 90 days' notice, and in such event WES shall be entitled to payment for all Work performed through the date of termination.

Claims and Disputes. A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Parties shall endeavor to resolve all Claims through informal discussions. To the extent informal discussions do not result in a resolution, then the Claim shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. If mediation is unsuccessful, the Parties agree to binding arbitration as the sole method for binding dispute resolution, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract. A demand for arbitration can be made by either party concurrently with a request for mediation, and if mediation does not take place within 90 days after the request is made, the arbitration may, at the sole discretion of the party that demanded arbitration, proceed regardless of the status of mediation.

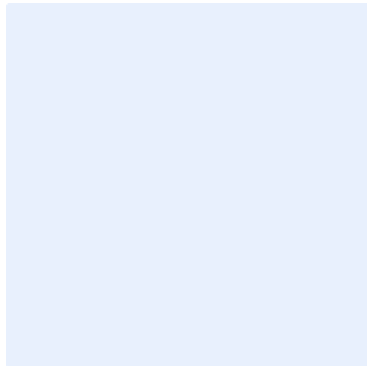
Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of such courts.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of WES. In that event, the Contract shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

Complete Agreement. This Contract constitutes the entire agreement between the Parties. This Contract may not be amended, modified, or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent WES is a signatory thereon.



Controls Agreement



CONTROLS AGREEMENT BY WAIBEL ENERGY SYSTEMS

CONTROLS PROPOSAL FOR:

Authorizer Name

Company Name

Address

City, Ohio Zip Code

SITE ADDRESS:

Building Name

Address

City, Ohio Zip Code

OUR OFFICE:

Waibel Energy Systems

815 Falls Creek Drive

Vandalia, OH 45377

DATE:

Click here to enter a date.



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WAIBEL ENERGY SERVICES CONTROLS AGREEMENT

Executive Summary

Thank you for considering Waibel Energy Systems (WES) as your Controls Services partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

Beyond the benefits of this Agreement, WES can deliver enhanced value through an optional Energy Services Agreement. WES can continuously collect data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Waibel Energy Systems customer you can count on:



☑ **Priority Response** – As a WES Controls Services Agreement customer you will have service priority, above time and materials customers.

☑ **Advanced Diagnostics** – WES applications and technologies equip technicians to analyze system performance and make actionable service recommendations.

☑ **Waibel Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.

☑ **Dedicated Waibel Service Team** – A local service team consisting of a Service Coordinator, one or more Controls Technicians and an Account Manager, all of whom will be familiar with your service requirements and your controls equipment. When energy projects are involved, you will also have a Certified Energy Engineer Manager on the team.

Added Value

In addition to financial value, when you partner with Waibel Energy Systems you can expect:



Superior Service Delivery

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Controls Technician(s), and Account Manager with extensive controls experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response – As a Controls Agreement holder you will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - WES utilizes a computerized scheduling program to ensure that all services included in the Agreement are performed.

Waibel's Service Delivery Process ensures consistent quality through:

- Uniform service delivery,
- Pre-job parts planning,
- Documented work procedures,

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- Efficient and economical delivery of services, and
- Emphasis on Safety & Environment.



Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit. Each WES technician will complete their work order and documentation electronically to capture the details for future records and accuracy.

Operational System Optimization – The WES team will work together to review your operating sequences and practices for the systems and equipment covered by the Agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your WES technician will offer instruction to your staff on proper operation of systems and equipment covered by the Agreement.



Health and Safety

Safety Management Program with Safety Coordinator - Our Safety Coordinator manages the Safety Management Program which includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. A Safety Committee focuses on any safety issues that might arise and addresses them companywide.

Drug-Free Workplace - WES maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

Security/Background Checks – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.



Services Waibel Can Provide Your Organization

Below is a list of services Waibel provides to its customers. This is not an exhaustive list but contains some of the services provided on a regular basis.

HVAC Services

- Preventative Maintenance
- Full/Select Maintenance
- Predictive Maintenance/Testing
- Infrared Scanning
- Laser Alignment – Pumps
- Coil Cleaning & Tube Brushing
- Eddy Current Testing
- Water Treatment
- Combustion Analysis
- Refrigerant Monitoring
- Safety Inspections on Equipment
- Strainer Cleaning
- Warranty Renewals
- Overhauls and Intellipak Refresh
- Air and Water Balancing
- Glycol Concentration Test
- Lithium Bromide Analysis
- Oil Analysis
- Pressure Testing
- Vibration Analysis
- Retrofits
- Air Compressors
- Cooling Tower – Rebuild
- Fan Balancing

Commercial Plumbing Services

- Plumbing System Inspections
- Piping
- Backflow Preventer Testing/Repair/Replacement
- Repairs Without Shutting Off Water
- Water Temperature Assessment
- Hot Water Boiler Inspections
- Bottle Filler Water Fountains
- Hands Free Faucets and Toilets
- Sensors – Battery Replacement

HVAC New Equipment

- New Equipment Installs – Design Build
- Evapco Cooling Tower
- Calmac Ice Tanks
- Lakor Water Separator/Filtration
- Computer Room Cooling Equipment
- Mitsubishi VRF

Security

- Building Access Controls
- Security Cameras and Software
- Body Cameras
- Aliphone Access
- Emergency Solutions

HVAC Parts

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- Filters/Belts
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“The Way Buildings Work Better”



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Under this agreement, WES has agreed to quote your organization utilizing the National Cooperative Purchasing Alliance (NCPA) pricing. Any identified major repairs outside of the scope of this project can also be priced using NCPA pricing. Under this nationally recognized government purchasing cooperative, your organization can reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing agreements that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

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- Cities, counties, and any local government
- State agencies
- Healthcare organizations
- Church/Religious
- Nonprofit corporation



Scope of Work/Services

Include Specific Scope by Item Here

Notes:

- 1) Proposal is valid for 30 days.
- 2) Work to be performed during normal business hours (Mon.- Fri. 7:30 a.m. – 4:30 p.m.)
- 3) Any additional work/repairs found during the above scope of work/services can be quoted separately but are not included in this Agreement. The Preferred Labor Rate is 30% off the Published Street Rate.

Warranty Information

Enter Warranty Info Here

Pricing & Acceptance

Controls Agreement		Year 1	Year 2	Year 3	Year 4	Year 5
Total Agreement						
Yearly Cost						
Quarterly Cost						

ACCEPTANCE

Proposal Submitted By:

Submitted by: Choose name

Title: Choose Title

Company: Waibel Energy Systems

Date: Click here to enter a date.

Proposal Accepted By:

Authorized by: _____

Title: _____

Date: _____

PO Number: _____



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Utilities for Performance. Customer shall provide without charge all water, heat, and utilities required for performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if WES encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in the construction/installation activities of the type and character as the Work, WES shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in WES' cost to perform any part of the Work, WES shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the cost to be paid to WES.

Asbestos and Hazardous Materials. The Work and other services in connection with the Contract expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by WES, there are no Hazardous Materials on the Work site that will in any way affect the performance of the Work and Customer has disclosed to WES the existence and location of any Hazardous Materials in all areas within which WES will be performing the Work. Should WES become aware of or suspect the presence of Hazardous Materials, WES may immediately stop work in the affected areas and shall timely notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by WES. WES shall be required to resume performance of the Work in the affected areas only in the absence of Hazardous Materials or when affected area has been rendered harmless. In no event shall WES be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, the Contract shall at WES' sole election: 1) remain in effect but WES' obligations shall be suspended until the uncontrollable event terminates; or, 2) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay WES for all Work performed through the date of termination.

Customer's Default. Each of the following events or conditions shall constitute a Default by Customer and give WES the right, without limitation to other remedies, to terminate the Contract by delivery of written notice declaring termination, upon which event Customer shall be liable to WES for all Work performed to date and all damages sustained by WES (including lost profit and overhead): 1) Any failure by Customer to pay amounts due more than thirty (30) days after the due date of the invoice; or, 2) Any failure by Customer to perform or comply with any material provision of the Contract which restricts the ability of WES to reasonably perform the Work.

Indemnification. WES and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of the Contract. Neither Party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the Parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability. NOTWITHSTANDING ANY PROVISION OR REPRESENTATION BY EITHER PARTY TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE OR PROFITS, BUT EXCLUDING PROFIT AND OVERHEAD EARNED BY WES DURING THE PERIOD OF ITS PERFORMANCE AND/OR PROFIT AND/OR OVERHEAD THAT WES WOULD HAVE EARNED THROUGH FULL PERFORMANCE BUT FOR CUSTOMER'S DEFAULT), OR PUNITIVE DAMAGES, AND IN NO EVENT SHALL WES BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Workmanship and Equipment Warranty. WES warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), WES equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in WES catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, WES will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to



this warranty. No liability whatsoever shall attach to WES until said equipment and Work have been paid for in full and then said liability shall be limited to WES cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by WES are not warranted by WES and have such warranties as may be extended by the respective manufacturer. WES warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by WES, improper operation, or normal wear and tear under normal usage. WES shall not be obligated to pay for the cost of lost refrigerant. WES equipment sold on a supply basis is warranted in accordance with WES standard warranty for supplied equipment. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. WES SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Insurance. Upon request, WES will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under WES insurance policy, WES will do so but only to the extent of WES indemnity assumed under the indemnity provision contained herein. WES does not waive any rights of subrogation.

Termination of Contract. WES may terminate the Contract by written notice to Customer if the Work and/or its performance is stopped for a period of 30 consecutive days through no act or fault of WES, its agents or employees, or upon Customer's default as provided herein. Customer may terminate the Contract if WES fails and refuses to substantially perform its obligations under the Contract, without basis, but only if WES fails to cure such failure within five business days after Customer delivers written notice to WES. The Parties also have the right to terminate the Contract for Convenience upon 90 days' notice, and in such event WES shall be entitled to payment for all Work performed through the date of termination.

Claims and Disputes. A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Parties shall endeavor to resolve all Claims through informal discussions. To the extent informal discussions do not result in a resolution, then the Claim shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. If mediation is unsuccessful, the Parties agree to binding arbitration as the sole method for binding dispute resolution, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract. A demand for arbitration can be made by either party concurrently with a request for mediation, and if mediation does not take place within 90 days after the request is made, the arbitration may, at the sole discretion of the party that demanded arbitration, proceed regardless of the status of mediation.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of such courts.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of WES. In that event, the Contract shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

Complete Agreement. This Contract constitutes the entire agreement between the Parties. This Contract may not be amended, modified, or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent WES is a signatory thereon.