

**REQUEST FOR PROPOSAL #R10-1132 FOR:
HVAC INSTALLERS & ENERGY MANAGEMENT
SERVICES**

January 28, 2022

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

PROPOSAL FORM 4: CLEAN AIR AND WATER ACT

PROPOSAL FORM 5: DEBARMENT NOTICE

PROPOSAL FORM 6: LOBBYING CERTIFICATION

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS

PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295

PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

PROPOSAL FORM 11: RESIDENT CERTIFICATION

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

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PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent’s proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company’s official registered name?</i>	Waibel Energy Systems, Inc.
	<i>What is the mailing address of your company’s headquarters?</i>	815 Falls Creek Drive Vandalia, OH 45377
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Christy Fielding Business Development Leader Christy.fielding@gowaibel.com 937-356-9069
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	No

Ability of Customers to verify that they received contract pricing	<p><i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i></p> <p><i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i></p>	<p>Yes</p> <p>Waibel provides services with a majority of the pricing being labor. All proposed labor rates are included (regular and overtime). Equipment and parts will be priced as a percentage discount off list price by category. We can provide list pricing to ensure contract pricing. Open Market items will be priced at a margin over cost to Waibel. The cost to Waibel can be provided to ensure proper pricing.</p>
Payment methods	<p><i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i></p>	<p>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.</p> <p>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.</p> <p>Waibel's standard payment terms are net 30. We accept ACH, checks, credit card, and cash.</p> <p>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.</p>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Ability to deliver, design, and install products and services	<p><i>Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i></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), Honeywell products, Neptronics, and Easy IO control systems. We 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> <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</p>

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 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).

- * Waibel provides all services as suggested in manufacturer's recommended specifications for preventative maintenance on HVAC and building automation controls systems.
- *HVAC equipment install including brands such as Daiken, Trane, and Carrier
- *HVAC equipment repairs
- *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
- *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.
- *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.
- *Master System Integrator services.
- *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 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 is the parent company of BuildingLogiX. BuildingLogiX is a robust FDD (Fault Detection and Diagnostics) Platform that has been installed on over 300,000 million sq/ft of commercial, industrial, K-12, healthcare, and government space around the world. The platform can be hosted onsite on the client's network or a secure cloud solution can be provided by BuildingLogiX for data and application storage. 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

		<p>*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.</p> <p>*Facility maintenance and custodial services</p>
	<p><i>Please outline any other services you provide, such as energy management, design, equipment rentals, financial services, etc.</i></p>	<p>Many items mentioned in the question are listed in our main services (section above).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Waibel stands out from our competitors through our use of technology in designing and creating intelligent buildings with the capacity to do far more than similar competitors.</p> <p>We provide 24/7, 365 day after-hour service.</p> <p>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</p>

		<p>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.</p> <p>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.</p> <p>Waibel also provides Asset Tagging and a Customer Portal. All details of both programs have been attached.</p>
	<p><i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i></p>	<p>Waibel's headquarter office mainly serves the Dayton, Cincinnati, and Columbus regions, northern Kentucky, eastern Indiana, and southeast Michigan. We have opened a Cincinnati office which will expand this territory over time. We sell and service our BuildingLogiX brand in all 50 states. We also use several partners where we provide the technology and expertise, and they provide the hands-on work. We have developed a trust among a few that adhere to our work standards for quality and timely delivery. In addition, they meet all insurance and safety standards that we hold ourselves to. As a result, we can provide services in the states of Alabama, Arizona, Colorado, Florida, Georgia, Kentucky, Louisiana, Maryland, Michigan, Missouri, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, and Wisconsin due to our existing partners. If we really needed to, we could also cover Arkansas, California, Connecticut, Delaware, District of Columbia, Illinois, Iowa, Kansas, Maine, Minnesota, Mississippi, New Mexico, West Virginia, and Wyoming.</p>
	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>27 offices between the states listed Alabama (1), Arizona (1), Colorado (1), Florida (1), Georgia (1), Kentucky, Louisiana (1), Maryland (1), Michigan (1), Missouri (2), New Jersey (1), New York (1), North Carolina (2), Ohio (3), Oregon (2), Pennsylvania (1), South Carolina (1), Tennessee (2), Texas (1), Virginia (2), Washington (1), and Wisconsin (1).</p>
<p>History of meeting the delivery, installation, and maintenance timelines</p>	<p><i>Outline the typical installation and startup process, anticipated timelines and any ongoing maintenance that may be required.</i></p>	<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> <p>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.</p> <p>Equipment and parts lead times are not currently predictable. When we are working with a client, we provide current lead times and communicate if those change during the process. When we provide install</p>

		<p>timelines, we meet those timelines. Communication is key because there are times when delays will occur. These are brought forward to the client as soon as they are known.</p> <p>Any ongoing maintenance would typically be spelled out within a service agreement. Any warranty work would follow manufacturer requirements and timelines.</p>
Response to emergency orders and maintenance repair/requests	<p><i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i></p>	<p>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.</p>
	<p><i>Indicate your company's ability to provide temporary heating and cooling when needed</i></p>	<p>We have access to temporary lines of products for both heating and cooling. We can provide rental chillers, RTUs, and boilers including setup and delivery. We own our own rental chiller that is available to customers.</p>
Ability to meet the warranty needs of members	<p><i>Describe the warranty, including equipment, parts, labor, software, hardware and any other service or equipment that would require a warranty. Include how you support the warranty.</i></p>	<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>
Customer service/problem resolution	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></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.

		<p>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 forth coming invoice match.</p> <p>5) Billing – The invoice is accurate and contains a written description of the work provided and the costs of labor and materials.</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> <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.</p> <p>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.</p> <p>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.</p>
Financial condition of vendor	<p><i>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 refence letters</i></p> <p><i>What was your annual sales volume over last three (3) years?</i></p>	<p>Waibel is an Ohio S-Corporation. 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. We have no issue with bonding capacity for large projects in excess of \$2M.</p> <p>Waibel has had no bankruptcy, insolvency, or litigation issues. There have been no “formal claims” for breach of contracts. There have been no government investigations (no adverse regulatory or adverse administrative government actions).</p> <p>A letter from our CFO Steve Stanforth has been attached for your review.</p> <p>Annual sales volume for the last three years has been roughly \$90 million.</p>

<p>Capabilities related to ordering, estimation, reporting, and overall website ease-of-use</p>	<p><i>Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.</i></p>	<p>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 and would be done per this contract. 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.</p> <p>Relevant to this contract, anyone involved in the sales process or part of the sales support team would be made aware of this contract and the required pricing. All pricing would be verified by a manager prior to it being submitted to a client for approval. All sales would funnel through an associate that is responsible for tracking and reporting the sales. Once a sale is made, it would be handed off to the proper department to execute. All details would be covered to fully understand what was sold and what needed to be executed.</p> <p>There are multiple checks and balances established within our organization to ensure we price a project according to the contract and then provide the proper transparency and reporting required of the contract. This starts with the sales associates determining the need of the project with the entity, to a project team that will work on pricing the project, to associates who will provide list pricing on parts and equipment for the proper discounts, to verification of the scope and pricing by multiple associates, to finally an associate who will review all of the pricing and paperwork for accuracy and thoroughness. This same associate will create the project in our system to be tracked until completion and final details and payments submitted to Equalis.</p> <p>If a client were calling to purchase a part or piece of equipment only, they would either start with their Account Manager or they would call one of our parts associates for pricing.</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 forth coming invoice match. 5) Billing – The invoice is accurate and contains a written description of the work provided and the costs of labor and materials.
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<p>Training & Implementation</p>	<p><i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i></p>	<p>Waibel spends an incredible amount of time and money on training to ensure its associates are the best in the business. Without the proper knowledge, they cannot provide the best services to our clients. Because of the amount of training they receive, they can share that training and expertise with clients.</p> <p>Waibel provides numerous training opportunities to its associates to ensure they are prepared to respond to any issues presented to them in the field. They receive 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. 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> <p>Eight new associate training courses to ensure the vision, mission, history, culture, and expectations are well established.</p> <p>Waibel provides a paid apprenticeship program through Sinclair Community College.</p> <p>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.</p>

		<p>Our executive team has an attorney perform business ethics training as it relates 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.</p> <p>Waibel offers customized training to a client based on the equipment at their facility. The best client is a knowledgeable client. Many times, training is included in proposals to the client so this topic is not brought up after the fact. We know they need it, so we include it. For install, a technician will go through a new piece of equipment to help an onsite staff member better perform preventative maintenance. For a controls project, our team would train an onsite staff member on how to find details within building graphics and then how to make adjustments to set points, create schedules, how to make overrides in the system, etc.</p>
<p>Security protocols</p>	<p><i>Describe security protocols in place, including cybersecurity and the safe transmission of data</i></p>	<p>Waibel utilizes Niagara which is approved by the Army Corps of Engineers as their basis of design for their building automation system. Places like this and the Army Reserves, Active Army Navy Reserves, the Department of State, and the Federal Reserve Banks use our controls so there is a requirement for high levels of security. Niagara Edge 10 is eligible for accreditation under the federal Risk Management Framework which is the unified information security framework for federal government departments and agencies. Niagara was built with security features in mind: authentication requires users to use strong credentials by default, all data is encrypted, all user actions and security related events are recorded in audit logs for traceability, and FIPS 140-2 conformance.</p> <p>Security best practices are put in place internally and then we also recommend to our clients especially controls/security clients. Topics as follows:</p> <ul style="list-style-type: none"> *Always upgrade your platform and station to the latest software version. Install all patches and software updates. *Physical security is crucial. Secure all computer equipment in a locked room. Make sure that each station is only accessible by authorized users. *Physically protect wiring to prevent an unauthorized person from plugging into our network. *We use digital certificates to secure data transmission over wires or wireless connections. *Physically protect the medium we use to back up and transport exported certificates. *Install browsers using only a trusted installation program. *For high-traffic stations, we secure Niagarad with a separate certificate from that used for the FoxService or Webservice. *Back up each station regularly. Embedded systems, such as JACE controllers write audit information to a rolling buffer. To avoid losing a station's audit trail, regularly export audit histories to a Supervisor station. <p>When associates are accessing a client's network remotely, we always utilize a protected access process generally required by the client for example a VPN. Only certain users are permitted to remotely access a client's network to avoid mistakes or unauthorized access.</p> <p>Associates can access our internal network via a VPN. Associates will be provided a username and password that consists of a minimum 12 characters. Once connected, associates are only able to access the files they have been given permission to access.</p>

<p>Integration with other platforms</p>	<p><i>Describe any integrations your organization can provide with other platforms or systems.</i></p>	<p>Controls - Because we utilize Niagara (non-proprietary, open protocols) for building automation controls, we are able to provide a connection point for data coming from different systems (i.e., Delta, Siemens, Trane, Johnson Controls, ALC, etc.). We can take that one step more and have the data points normalized before sending to BuildingLogiX to provide building analytics. 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!</p> <p>Security – we have the ability to integrate multiple camera brands into the Milestone software so that clients do not have to change out all cameras if they have existing, quality cameras.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i></p>	<p>The reporting requirements are not a concern for our team. We have similar requirements for other cooperative agreements and have been able to comply with the requirements. We even have another Equalis contract.</p> <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> <p>This new customer information is entered into our billing and service software to keep each account separate. All service calls, contracts, and projects are tagged to the account. From there, we can track work and costs easily. We have processes in place for payroll where time is connected to jobs. If there is an audit of a job, we would be able to provide timesheets and material details to provide the necessary transparency needed. If prevailing wage is required for a project, we are experienced in tracking and reporting this information due to our numerous public sector jobs in the past.</p>
	<p><i>Provide your safety record, safety rating, EMR and worker’s compensation rate where available.</i></p>	<p>Waibel provides numerous training opportunities including 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! This Committee meets quarterly to discuss issues and potential issues or ways to avoid issues in the future. The Safety Leader for the company does onsite visits with technicians and generates an overview of his observation. The manager is expected to address any noted concerns.</p> <p>2019 – total recordable incident rate was 4.24, DART was 1.7, average employees 115 with 235,731 exposure hours. 0 citations and 0 fatalities.</p> <p>2020 - total recordable incident rate was 0.94, DART was 0, average employees 112 with 213,757 exposure hours. 0 citations and 0 fatalities.</p> <p>2021 - total recordable incident rate was 3.49, DART was 1.74, average employees 115 with 229,454 exposure hours. 0 citations and 0 fatalities.</p>

		Our EMR from 7/1/2018-6/30/2019 was 0.61. It was the same for the same date range in 2019 and 2020.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<p><i>Provide a link to your company's website</i></p> <p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>Gowaibel.com</p> <p>In 1989 Dave Waibel purchased Patterson Trane, a Trane franchise which had been in Dayton, Ohio 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, Ohio 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. In April of 2022, Waibel will have opened its second office in Cincinnati, Ohio.</p> <p>The company is set up as a S-Corporation.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	No, we have not. Our experience is with Region 14 and the NCPA contract.
Experience and qualification of key employees	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<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 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 stives to lead a company that makes a difference!</p> <p>Christy Fielding – Business Development Manager – Account Manager, Contract Manager and Primary Contact Office – 937-264-4343 ext 144</p>

		<p>Cell – 937-356-9069 Email – christy.fielding@gowaibel.com See attached resumes.</p> <p>Christina Hacker – Controller – Billing, Reporting & Accounts Payable Contact Office – 937-264-4343 ext 119 Cell – 937-269-9642 Email – christina.hacker@gowaibel.com See attached resumes.</p> <p>Rodney Rhoades – Contracting Manager – Contract Manager (secondary) Office – 937-264-4343 ext 113 Cell – 937-603-1016 Email – rodney.rhoades@gowaibel.com</p> <p>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.</p> <p>Ashely Prichard – Office Manager (HR/Marketing) – Marketing Contact Office – 937-264-4343 ext 123 Cell – 937-414-2621 Email – ashley.prichard@gowaibel.com</p> <p>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</p>
<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	<p>Approximately \$8.5 million in sales to education entities is sold yearly. This is roughly 25% of our total annual revenue.</p> <p>Approximately \$5.1 million in sales to government entities is sold yearly. This is roughly 15% of our total annual revenue.</p>

		Revenue generated over the last three years in the public segment is over \$30M. The percentage of total revenue over the last three years for the public clients is roughly 40% per year.
	<i>What is your strategy to increase market share in the public sector?</i>	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 an office in Cincinnati in April of 2022 and in other major cities like Columbus over the next two years. This strategy includes business development efforts in these markets, acquisitions of other providers, earning contracts 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 in the Miami Valley region. With our experience and reputation, we see great opportunity to grow this segment of our business.
Past experience in JOC estimation	<i>What is your past experience working with JOC estimation, if any?</i>	Language on partners? Specific to other cooperatives, below are the contracts we have currently and what sales numbers have been. We just recently were awarded the Equalis contract for Ohio. Southwestern Ohio Educational Purchasing Council (SW EPC) HVAC Filters contract since 2017. This contract is renewed yearly. 2021 – \$151,713 2020 – \$169,860 2019 – \$41,491 SW EPC - Disinfection as a Service contract since 2020. This contract is renewed yearly. 2021 – \$832,497 2020 – \$338,679 2019 – did not have contract 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. 2021 – \$2,532, 062.56 2020 – \$2,536,033.48 2019 – \$2,718,301.81
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	None
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher</i>	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

	<p><i>Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>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 Business Manager. 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.</p> <p>Miamisburg City Schools located in Miamisburg, Ohio. Scott Gilbert - Former Business Manager – 513-708-7863 – sgilbert@springboro.org Rich Baker – Current 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.</p> <p>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.</p> <p>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.</p> <p>Miami County located in Troy, Ohio. Chris Johnson – Director of Operations and Facilities – 937-440-5999 - CJohnson@miamicountyohio.gov</p>
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<p>Certifications in the Industry</p>	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i></p>	<p>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.</p> <p>They include:</p> <ul style="list-style-type: none"> HVAC Contractor’s License Certificate of Ohio Workers’ Compensation Certificate of Liability Insurance W-9 Certified Backflow Tester Registered and Bonded Plumbing Contractor Registration <p>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.</p> <p>Our electrical subcontractor has a state electrical license.</p> <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</p>

		<p>opportunities, HVAC or Plumbing Journeyman, HVAC mechanical or electrical engineers, advanced degrees, certified energy managers, and more.</p> <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.</p> <p>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</p> <p>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 Warrant, 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</p> <p>Subcontractors or partners located in other states will have all necessary licenses required to provide the requested work. We will request copies prior to work starting and have them on file if requested.</p>
<p>Company profile and capabilities</p>	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	<p>Waibel is a Value Added Reseller and Service Provider.</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</p>

		<p>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> <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 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).</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	No one has been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	None
	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>Waibel is an Equal Opportunity Employer. In order to fully achieve our Mission and Vision, Waibel Energy Systems is committed to pro-actively fostering a diverse and inclusive environment. We see to recognize the value that is created and nurtured by recognizing our differences. We will continue to achieve this in the following ways.</p> <ul style="list-style-type: none"> *Implement strategies to support and retain diverse workers and veterans *Recruit from schools that have a diverse population such as Sinclair Community College, Central State University, and Wilberforce *Regularly attend community job fairs such as 2-year community colleges and schools that have a traditionally diverse population *Encourage technical and leadership training opportunities for diverse workers *Support organizations that encourage women and minorities to consider careers and educational opportunities specifically in the trades (HVAC, Construction, etc. *Provide and encourage opportunities for the advancement and promotion of diverse workers *Encourage participation in local Women in Business Chapter and provide mentoring opportunities especially to women and other minorities *Continue to partner with local community outreach organizations that provide business and educational opportunities for underserved and minority communities such as The Life Enrichment Center and The Victory Project.
	Please attach any certifications you have as part of your response to Form 6.	

<p>Good faith efforts to involve MWBE subcontractors in response</p>	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>We have not contacted organizations prior to completing this submittal since we did not feel it was needed for this proposal. If we were awarded this contract, we would contact various subcontractors as needed to provide us with numbers for certain needs (we self-perform most work). Our list of sub-contractors includes minority owned, veteran owned, and women owned companies.</p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>We have and continue to reach out to and seek subcontractors that are active and certified MWBE businesses. Waibel does not utilize non-certified MBE or WBE as a conduit or pass through for participation credit.</p> <p>Example of the most relevant types of firms and contractors we have engaged with are:</p> <ul style="list-style-type: none"> *General Construction Contractors and Project Mgmt. Firms. *Sheet Metal Contractors *Electrical Contractors <p>We currently work with one such firm with ongoing services provided to a large industrial customer.</p> <p>We have also bid many projects to include participation over the last 10 years. We reach out and interview with firms that are certified and provide services that meet our general and specific scopes. Business development also includes reaching out to find partners both in services and project related work. This includes the Dayton and Greater Cincinnati markets. Waibel also participates in diversity training with associates and in our recruitment process.</p>
<p>Commitment to Service Equalis Group Members (10 Points)</p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<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/Region 10 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> <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 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 as professional training and degrees. They are more than qualified in everything from Construction, General</p>

		<p>Trades, Plumbing, HVAC, Refrigeration, Security Systems, WELL and Healthy Buildings, and Clean and Renewable Energy. We have operated in Ohio for more than thirty years. We have begun to develop our business area beyond what we have been comfortable with. We continue to work with our out of state partners to grow our business.</p> <p>Most recently, over the last year, we have added several Business Development associates. This team is led by our Business Development Manager, 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.</p> <p>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, our goal would be to start utilizing it as we have several projects in our pipeline that could utilize a contract like this one. 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.</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Since our sales team has worked with cooperatives and recently completed an Equalis sales training with David Akers, we feel our sales team will be ahead of the game. We will need to review specifics to this contract, but all of the general concepts are already well known. We would need to get any out of state partners up to speed on the contract details.</p> <p>Our sales team members earn the same commission on all sales whether cooperative related or not. 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 throughout the US, 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 in our pipeline that would be able to utilize this contract if awarded.</p> <p>Waibel has a sales dinner each year celebrating the success of each of our account managers. They earn plaques based on overall sales. We have also established three (3) sales competitions that run calendar year. As an incentive to promote Equalis contracts this year, the account manager generating the highest revenue of Equalis contracts will earn a special award (gift card of significant value). If awarded this contract, it would be included in this contest for total revenues.</p>
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Yes, we would provide our logos. We have already started to promote Equalis through an existing contract we have with them. We would be eager to share this new contract as well.</p>

<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>We are currently reporting monthly for our Ohio Equalis contract and have had no issues. We have one person as the lead and one other as a backup. We have had similar requirements with past cooperatives and have been able to comply with reporting requirements.</p>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Southwestern Ohio Educational Purchasing Council – HVAC Filters and Disinfection as a Service National Cooperative Purchasing Alliance – HVAC related services Equalis Group/CCOG – HVAC and related services</p>
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>We feel this contract will be extremely beneficial as we grow outside of Ohio for all of our services. We are also excited to utilize it with current and potential customers who are interested in controls and BuildingLogiX outside of Ohio. We also see us using this contract with our service partners located in various states across the country. We know that our contract with Equalis and CCOG is taking the place of our current NCPA contract. We envision this contract would eventually take the place of our NCPA contract in other states.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>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.</p> <p>Owner (1) – Dave Crosley Business Development Manager (1) – Christy Fielding *Business/Project Development (2) Sales Manager (1) – David Conklin *Account Managers (5) Sales Support Team Manager (1) – Rodney Rhoades *Engineers (3) *Estimators (5) – includes Plumbing Services, Healthy Building, and Energy Services Leaders *Designers (1) *Project Managers (2) *Project Administrator (2) *Parts Sales (3)</p>

RESUMES

PROPOSAL FORM 2

FINANCIAL STATEMENT



**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

815 Falls Creek Dr., Vandalia, OH 45377
OFFICE 937.264.4343 waibelenergysystems.com



RESUMES

PROPOSAL FORM 2

**EXPERIENCE AND
QUALIFICATIONS OF KEY
EMPLOYEES**

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

Construction Financial
Management Association
(CFMA)
Dayton, OH

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.

RESUMES

PROPOSAL FORM 2

**OTHER SERVICES WE
PROVIDE (VALUE ADD
ITEMS)**



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....

Item Number	Contract	Description	Equipment Type	Serial Number	Tag #	Manufacturer	Company Code	Company	Address	Address Code
001144		AHU 4 Inline Circulating Pump	Pump	N/A	502181	TACO	MIA005	MSBG KINDER ELEM	336 E CENTRAL AVE	MIA00SKIN
021-20-F		Unit Ventilator	Unit Ventilator	9157108	502156	AIR THERM	MIA005	MSBG H.V. BEAR ELEM	545 SCHOOL STREET	MIA00SBEAR
1.25X5.25BF		AHU Wrap Around Pump	Pump	C09232-01H90	502303	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1.5.35.25.4.3.75BF		AHU Wrap Around Pump	Pump	C09232-01H90	502082	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1.5X6.2.5.1.25BF		AHU Circulating Pump	Pump	C097011-02L90	502574	BELL & GOSSETT	MIA005	MSBG MIDDLE SCHOOL	8668 MIAMISBURG-SPRINGBORO PLE	MIA00SMS
1.5X6.25.5.1.25BF		Inline Circulating Pump	Pump	C097011-01L90	502593	BELL & GOSSETT	MIA005	MSBG MIDDLE SCHOOL	8668 MIAMISBURG-SPRINGBORO PLE	MIA00SMS
1180000		Unit Ventilator	Unit Ventilator	3070023	502076	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1180000		Unit Ventilator	Unit Ventilator	307002313	502077	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1180000		Unit Ventilator	Unit Ventilator	307002310	502078	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1180000		Unit Ventilator	Unit Ventilator	307002311	502079	RITTILING	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
11812002158C		Unit Ventilator	Unit Ventilator	307015516	502103	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA00SKIN
11812002158C		Unit Ventilator	Unit Ventilator	307015515	502102	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA00SKIN
11812002158C		Unit Ventilator	Unit Ventilator	0307115517	502096	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA00SKIN
11812002158C		Unit Ventilator	Unit Ventilator	307015518	502112	RITTILING	MIA005	MSBG KINDER ELEM	536 E CENTRAL AVE	MIA00SKIN
127C28		DD Hot WP	Pump	1440102	502453	BELL & GOSSETT	MIA005	MIAMISBURG BAUER ELEM SCHOOL	6591 SPRINGBORO PIKE	MIA00SBOW
145-5		Boiler	Boiler	1538	501968	HIGHLANDER	MIA005	MSBG ADMIN/ MEMORIAL BLDG	29 SOUTH SIXTH STREET	MIA00SADHN
1510-BF-7.375		Chilled Water Pump	Pump	C092330-01H90	502061	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1510-BF-7.375		Chilled Water Pump	Pump	C092330-01H90	502063	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1510-BF-8.75		Hot Water Pump	Pump	C092332-01H90	502065	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN
1510-BF-8.75		Hot Water Pump	Pump	C092332-01H90	502064	BELL & GOSSETT	MIA005	MSBG JANE CHANCE ELEM	WOODS ROAD	MIA00SIAN

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 | Active: | Entered: 12/18/2018 13:26

Name: MSBG MIDDLE SCHOOL | Modified: 12/18/2018 13:26

8668 MIAMISBURG-SPRINGBORO | Sold Date: | Status: Entered

MIAMISBURG OH 45342 | Equipment Notes: [Text Area]

Territory: | Location: Roof

Name: | Area Served: Kitchen / Dining Room

Phone: | Ext: | Manufacturer: TRANE

Email: |

Item Number: TSCB021U0F0000 | Location: Roof

Equipment Type: AHU | Area Served: Kitchen / Dining Room

Description: Air Handler | Manufacturer: TRANE

BAS Description: AHU1

Serial Number: K09H24482 | Filter 1 Qty: 8 Type: 16x25x2

Tag #: 502528 | Version: | Filter 2 Qty: 4 Type: 16x20x2

Quantity: 1 | Install Date: | Filter 3 Qty: 8 Type: 16x25

Coverage Code: | Filter 4 Qty: 4 Type: 16x20

Service Code: | Filter 5 Qty: 0 Type: |

Default Resource: | Filter 6 Qty: 0 Type: |

Severity Code: | Belt 1 (Supply) Qty: 2 Type: BX55

Contract Price: 0.00 Per Year | Belt 2 (Return) Qty: 0 Type: |

Contract Number: |

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 a customer portal dashboard. On the left, there is a 'Select Customer' dropdown menu and a 'Billing Information' section with a 'Billing Address' link. Below this, there are links for 'Send Invoices This Way' (Email, Billing Contact, INVOICE) and 'E-mail Website'. On the right, contact information for the 'WES Account Team' is provided, including an 'Account Manager' with email and office details, 'Service Operations' with email and office details, and 'After Hours' contact numbers for Service, Controls, and Parts.

- 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 a customer portal dashboard with a table of A/R statements, a summary of Open Blanket POs with Service, and a summary of Open Orders w/Waibel Trane Parts. On the right, there is a summary of Active Buildings/Sites (8) and two buttons: 'Go To Recent Service Activity' and 'Go To Service Agreement Overview Dashboard'.

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
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Active Buildings/Sites 8

[Go To Recent Service Activity](#) [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 📍

Days Remaining on Service Agreement 📍

191

01-Oct-2020 Thru 30-Sep-2021

Year 0 of 0 Years

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 📍

8

5

7

• Service Calls

Service Agreement Fulfillment 📍

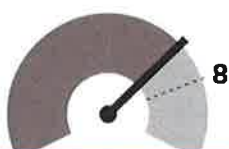
Service Agreement:

Total Contract

7

0 16

Start of Contract To Date - Prorated



8



RESUMES

PROPOSAL FORM 2

CUSTOMER SET UP FORM



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.



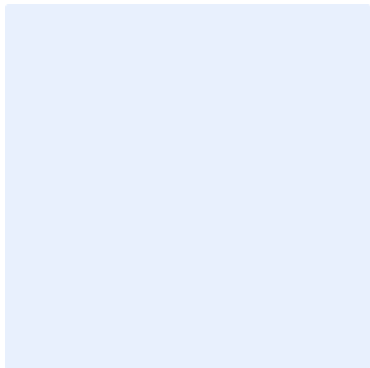
RESUMES

PROPOSAL FORM 2

**SAMPLE SALES
TEMPLATES AND TERMS
AND CONDITIONS**



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.



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WAIBEL ENERGY SERVICES AGREEMENT

Executive Summary

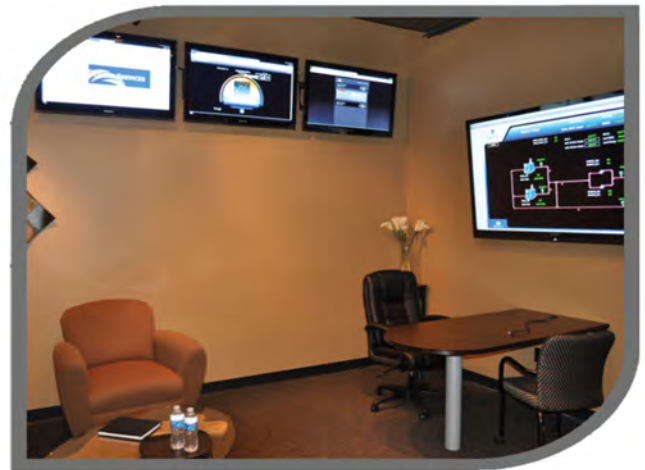
Thank you for considering Waibel Energy Systems (WES) as your Energy Services partner. We are committed to working with you to help you ensure your building serves the needs of your organization effectively and efficiently. The details of that commitment are outlined in the following pages.

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.

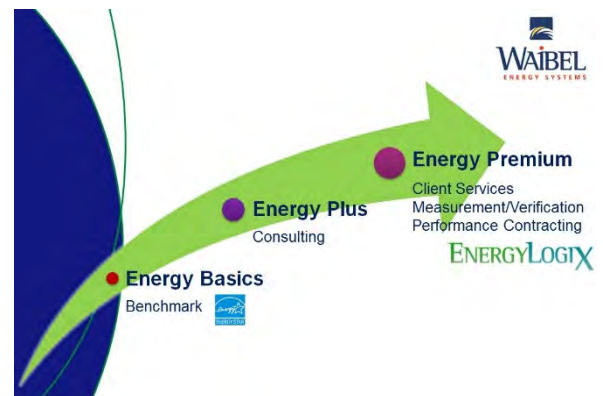
Security/Background Checks – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.

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



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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.

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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

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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.

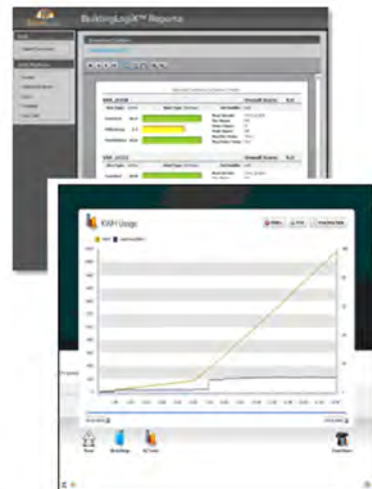
Monthly Energy Tracking

- 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:

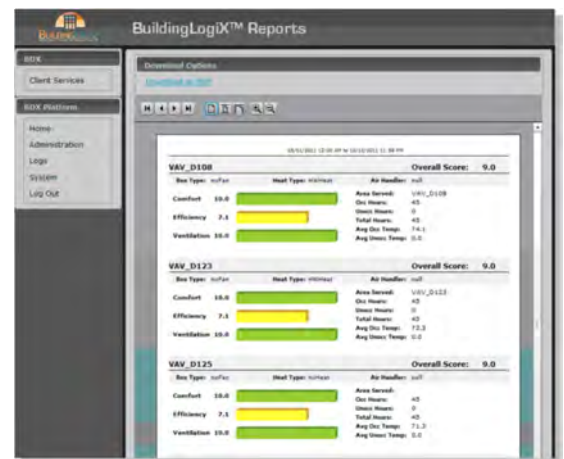
- Energy budgeting,
- Operating practices,
- Energy & maintenance,
- Energy & equipment purchasing,
- Tracking systems, and
- Communication and feedback loops.

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

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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.



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: _____

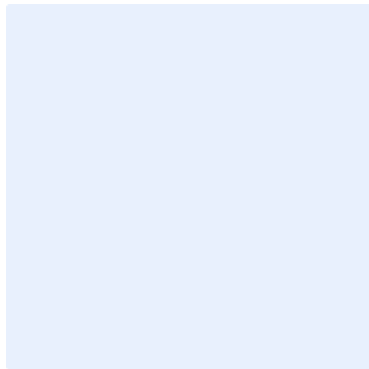
Proposal submitted by [ACCOUNT MANAGER NAME], [ACCOUNT MANAGER TITLE], Waibel Energy Systems

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

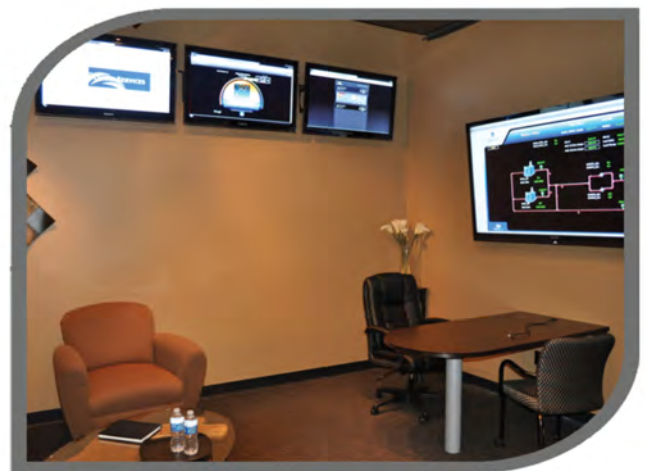
Thank you for considering Waibel Energy Systems (WES) as your Building Services partner. We are committed to working with you to help ensure that your building serves the needs of your organization effectively and efficiently. The details of that commitment are outlined in the following pages.

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

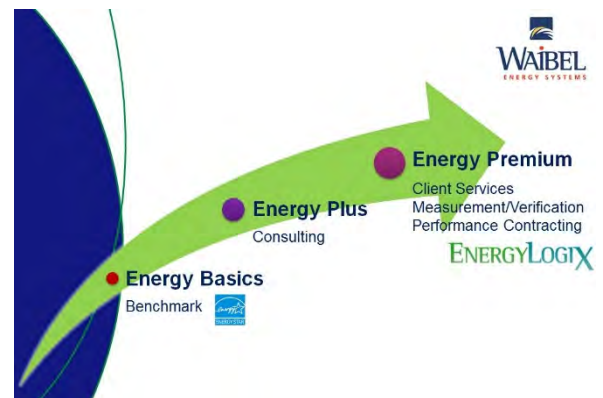
Safety Management Program with Safety Coordinator - Our Safety Coordinator manages the Safety Management Program which includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. A Safety Committee 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
- iPhone 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 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).

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- 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

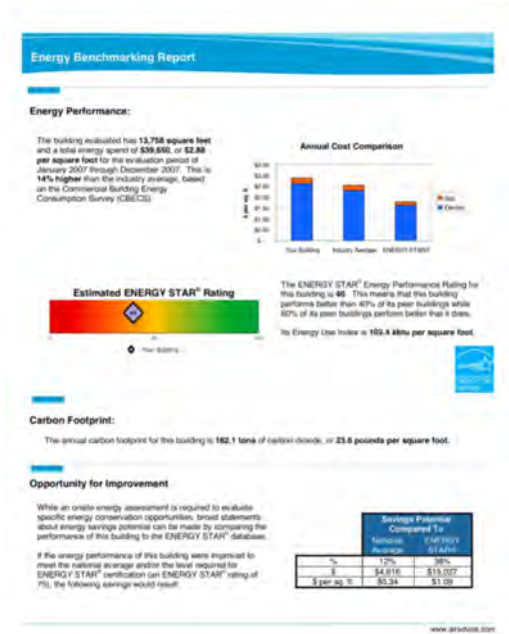
- On site Visits by our Controls Service Team
- Monthly On Site Control Visits (Utilizing reports and analytics)
- Each visit will consist of visual and functional testing including:
 - Comfort performance issues identified
 - Energy Savings Measures
 - End device and sensor adjustments/calibrations
 - 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

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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

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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.

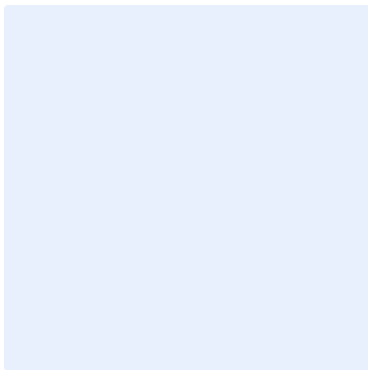
Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters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

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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
- iPhone 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 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: _____

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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

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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.

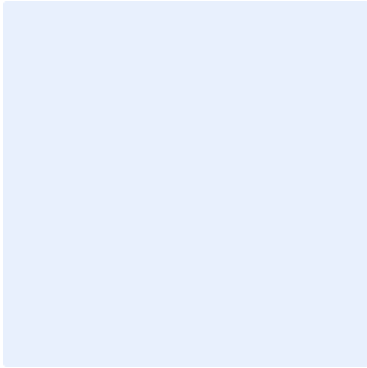
Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters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

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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.

Training for Facility Staff - Concurrent with install, your WES security technician will offer instruction to your staff on proper operation of your security software 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.

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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

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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

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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 \$ Enter amount.

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 \$ Enter amount.

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.

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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.

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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.

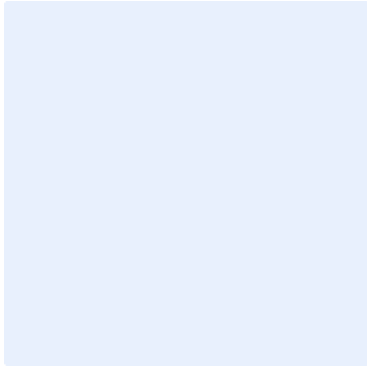
Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters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

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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
- iPhone 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 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/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:

Proposal Accepted By:

Submitted by: Choose name

Authorized by: _____

Title: Choose Title

Title: _____

Company: Waibel Energy Systems

Date: _____

Date: [Click here to enter a 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

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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.

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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.

RESUMES

PROPOSAL FORM 2

SAMPLE BASIC ENERGY
ASSESSMENT

Sample Energy Savings Assessment



Prepared For

Nathan Lammers

Address

Sample Place
123 Main St.
Main Street, OH 12345

Performed By

Nicholas Serra

Reporting Period

Benchmark Range

Aug 2017 – Jul 2018

Deployment Dates

08/21/2018 – 08/27/2018

About the Energy Savings Assessment

The Energy Savings Assessment Report is a critical component of an overarching strategy to drive continuous building performance improvement. In this phase of the process, we are looking to uncover sources of energy waste that are likely to be solved with low and no cost measures. Used in conjunction with a robust Preventative Maintenance Program, this reporting process provides the next level of analysis needed to wring some of the least expensive improvements that drive measurable energy savings. By temporarily placing wireless sensor arrays throughout the facility our analysts are able to diagnose building control issues while the building is both occupied and unoccupied. The recommendations are not based on theoretical and/or statistical models but on the actual, "on the ground" conditions in the facility. Using SavingsTracker, our analysts are able to monitor the financial impact of these measures, track cumulative savings over time and maintain your Energy Star score.

Energy Star Score



The building evaluated has 93,000 square feet and a total energy spend of \$118,980 or \$1.28 per square foot for the evaluation period of August 2017 through July 2018.

Your building's ENERGY STAR® Energy Performance Rating is **34**. Its Energy Use Index is **63.5 kBtu per square foot**.

Your building's score of 34 is below average versus your peers, and is well below the minimum rating of 75 that is required for ENERGY STAR certification.

Annual Energy Waste



Savings Potential



The Waste Analysis compares your facility's annual spend versus an efficient building with a higher Energy Star score or lower score where you may slide backwards in performance. This waste can be avoided through a robust Continuous Improvement Program.

Once we isolate the amount of energy waste for a target score, we analyze the impact our programs may have in generating potential savings, and present three savings scenarios based on the depth of program you elect to implement to reach the target.

*If you delay, you could miss the opportunity to save up to **\$16,739** annually or **\$83,696** over 5 years by raising your Energy Star score to the level of **50**.*

The savings potential is estimated by comparing the performance of your building to the Energy Star database, and actual savings can be quantified by implementing a SavingsTracker program that tracks savings and normalizes for key variables that affect energy such as weather.

Utility Bill Analysis

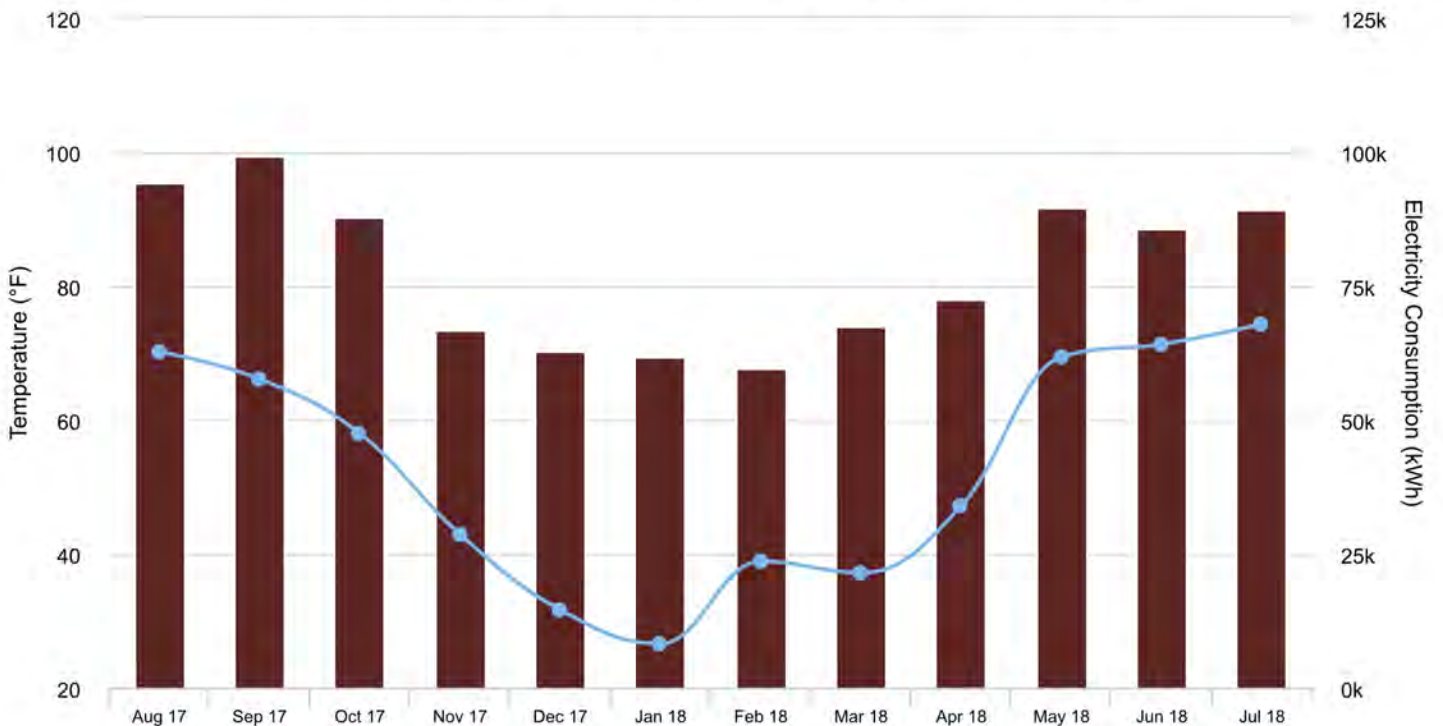
Electricity Consumption

Electricity comprises 85.1% of your total utility cost, and 56.2% of your total utility consumption. Your Total Spend on electricity is \$101,307, so when considering savings opportunities, remember you can only save some percentage of that total.

Monthly Costs



Consumption and Outdoor Air Temperature



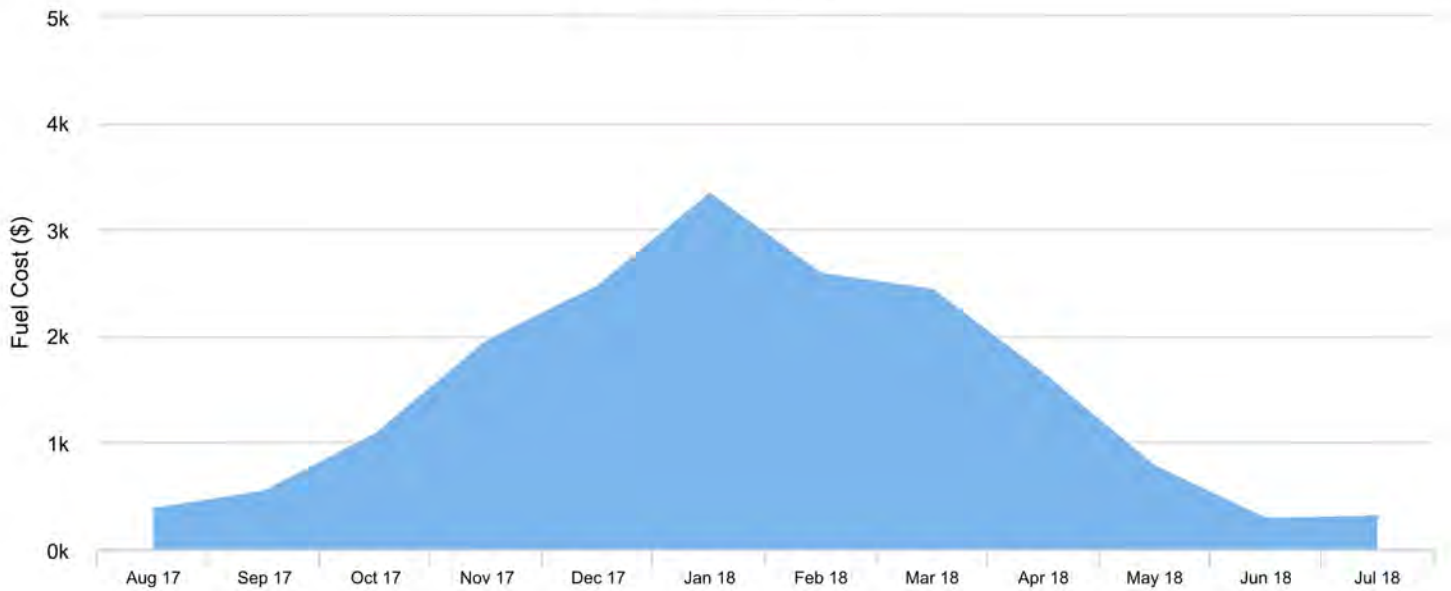
Utility Bill Analysis

Fuel Consumption

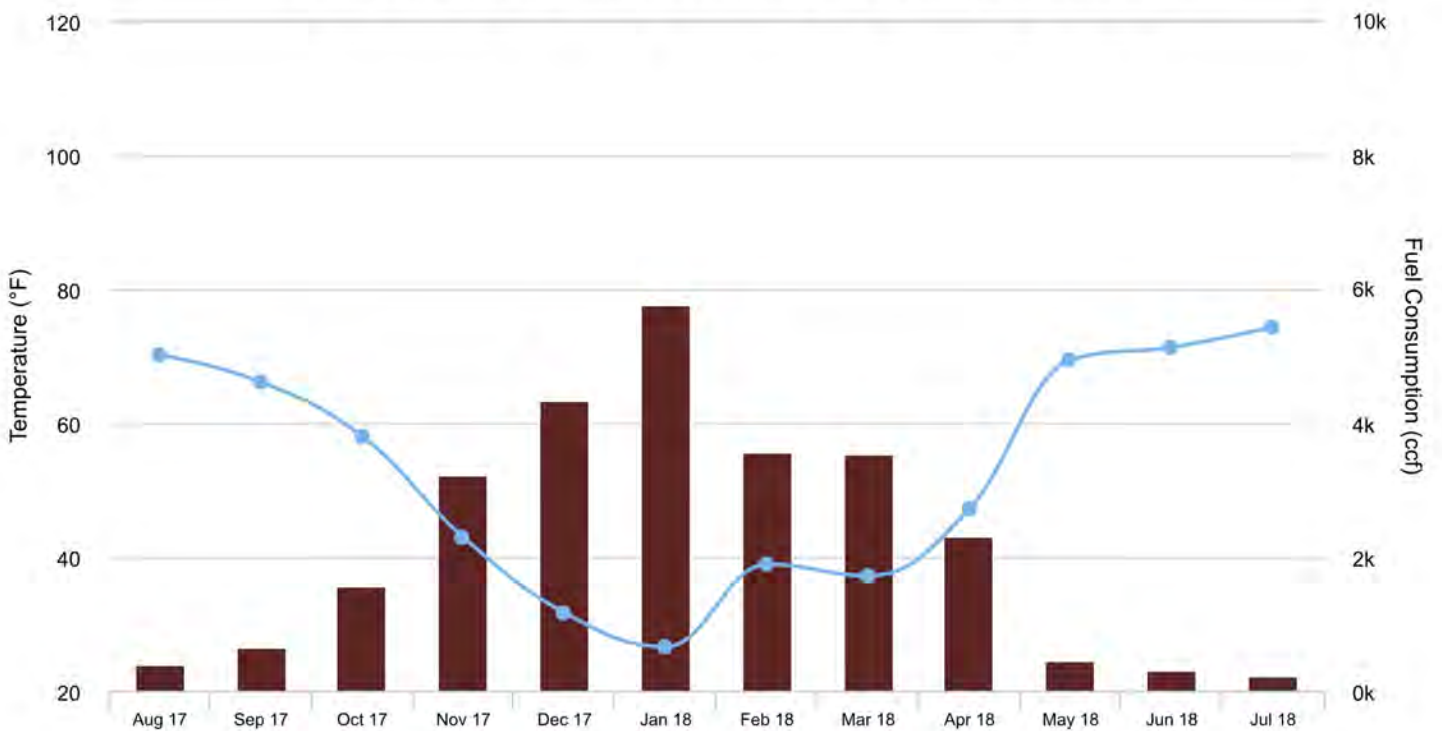
Fuel comprises 14.9% of your total utility cost, and 43.8% of your total utility consumption.

Your Total Spend on fuel is \$17,672, so when considering savings opportunities, remember you can only save some percentage of that total.

Monthly Costs



Consumption and Outdoor Air Temperature



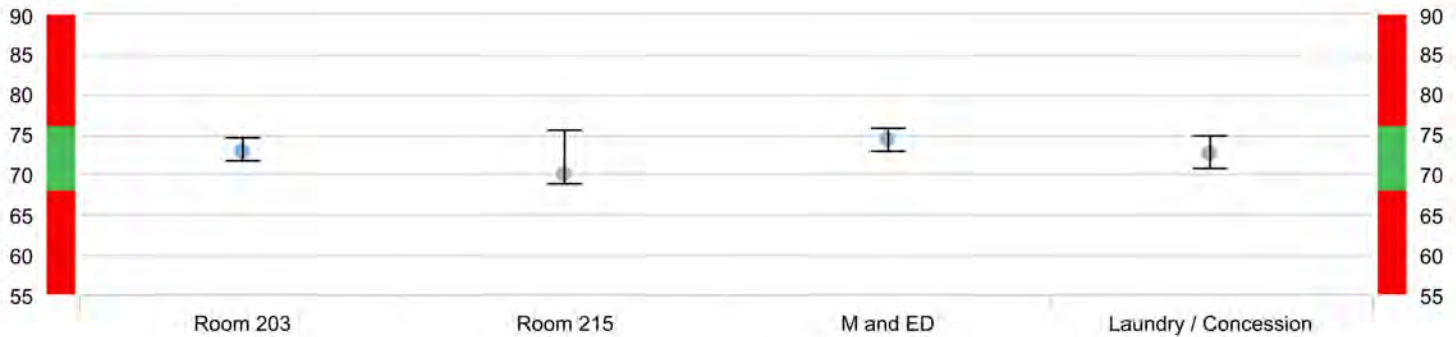
Building Comfort and Ventilation Analysis

The graphs below reflect the average and min/max range of Temperature, Humidity, and Carbon Dioxide levels measured during occupied times. The action levels are based on the worst case of the min/max values falling outside the acceptable range as defined by ASHRAE.

Temperature Findings



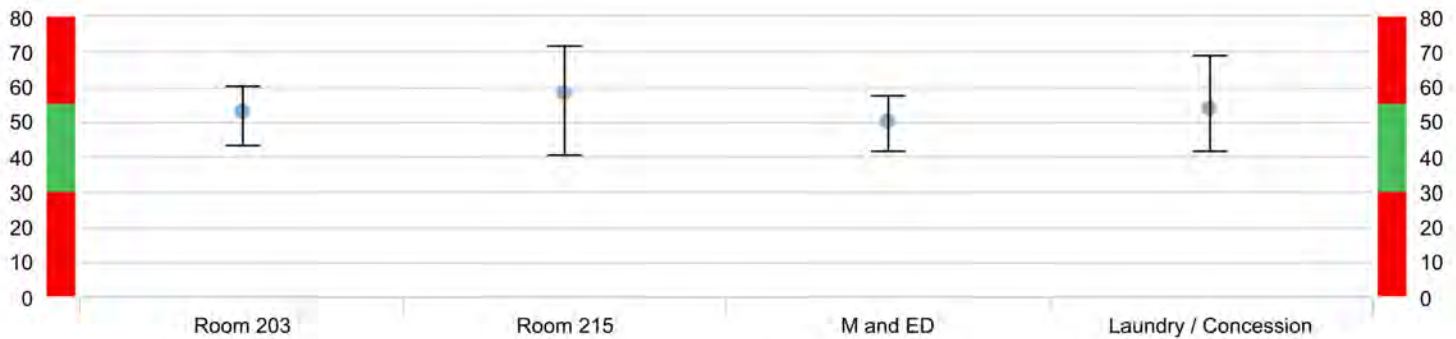
Your building is controlled well with little opportunity for savings. 0 of 4 spaces were too warm at times, while 0 of 4 spaces were too cool at times.



Relative Humidity Findings



4 of 4 spaces had high relative humidity at times, while 0 of 4 had low relative humidity at times.



Carbon Dioxide Findings



Your building has some sections that may need more air delivered to increase productivity while the rest are optimally balanced.



Outdoor Conditions

Outdoor conditions recorded during the test period are included as part of this report.

The outdoor data included in this report was recorded at: Main Street, OH 12345

Outdoor Temperature and Dewpoint

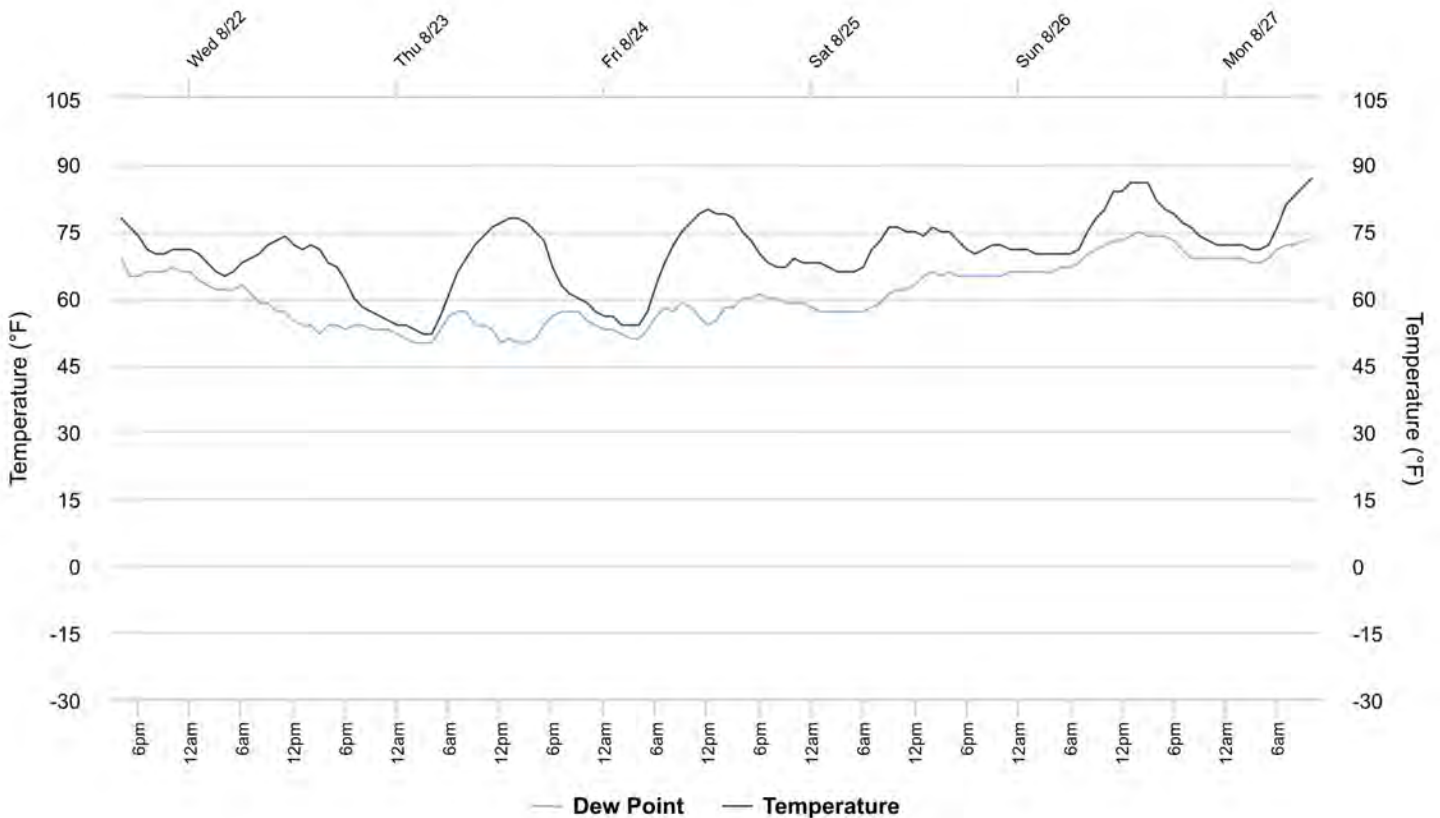
A major factor in the total cost of heating and cooling a building is the heat lost (during heating season) or gained (during cooling season) due to the difference between indoor and outdoor temperatures. The amount of energy consumed to compensate for the difference between outdoor temperature and the desired indoor temperature is driven by three primary factors:

- Heat lost or gained due to conduction through walls, ceilings, and windows.
- Energy required to heat, cool, and dehumidify outside air entering the building, either through infiltration or mechanical ventilation.
- Heat gain due to solar load.


More aggressive temperature setbacks during unoccupied periods may provide energy savings with no impact on occupant comfort. Proper ventilation control and use of an economizer for free cooling may also contribute significantly to energy savings.

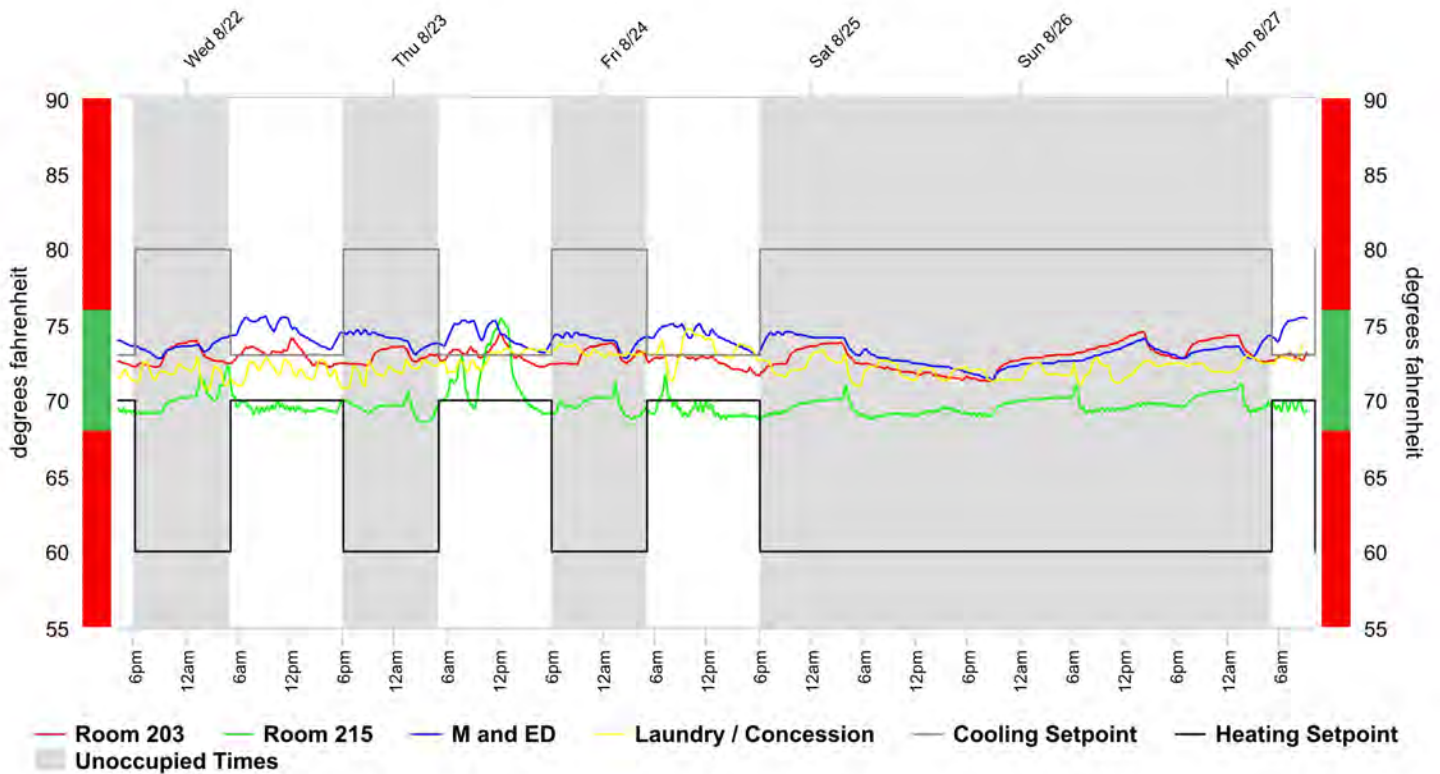
Outdoor Temperature

Heating Degree Days	Cooling Degree Days
0	116







Temperature

Action Level	Findings
	We did not detect any major issues in your facility during this deployment. This does not mean there may not still be opportunities to improve the performance of your facility, but it does highlight the need for maintaining the optimal performance.



- There does not appear to be any temperature setbacks for when the building is unoccupied. Setbacks should be implemented.
- Room 203, and the M and Ed area are too warm during the day consistently and every area is too warm at least some of the time. The temperature can be controlled better.

Monitor Statistics

Monitor Location	Alert Level	Min	Max	Average	Time out of Range (%)	Spread Value				
						0.25 Hour	0.5 Hour	1 Hour	2 Hour	4 Hour
Room 203		71.6	74.5	72.8	0.0	1.1	1.1	1.3	1.7	2.2
Room 215		68.8	75.5	70.0	0.0	2.5	3.1	4.0	4.8	6.1
M and ED		73.0	75.6	74.4	0.0	1.3	1.3	1.4	2.2	2.5
Laundry / Concession		70.8	74.9	72.7	0.0	1.7	1.8	2.7	3.5	3.5

These statistics are based on two-minute intervals and for occupied times only.


Specifications and Recommendation Sources

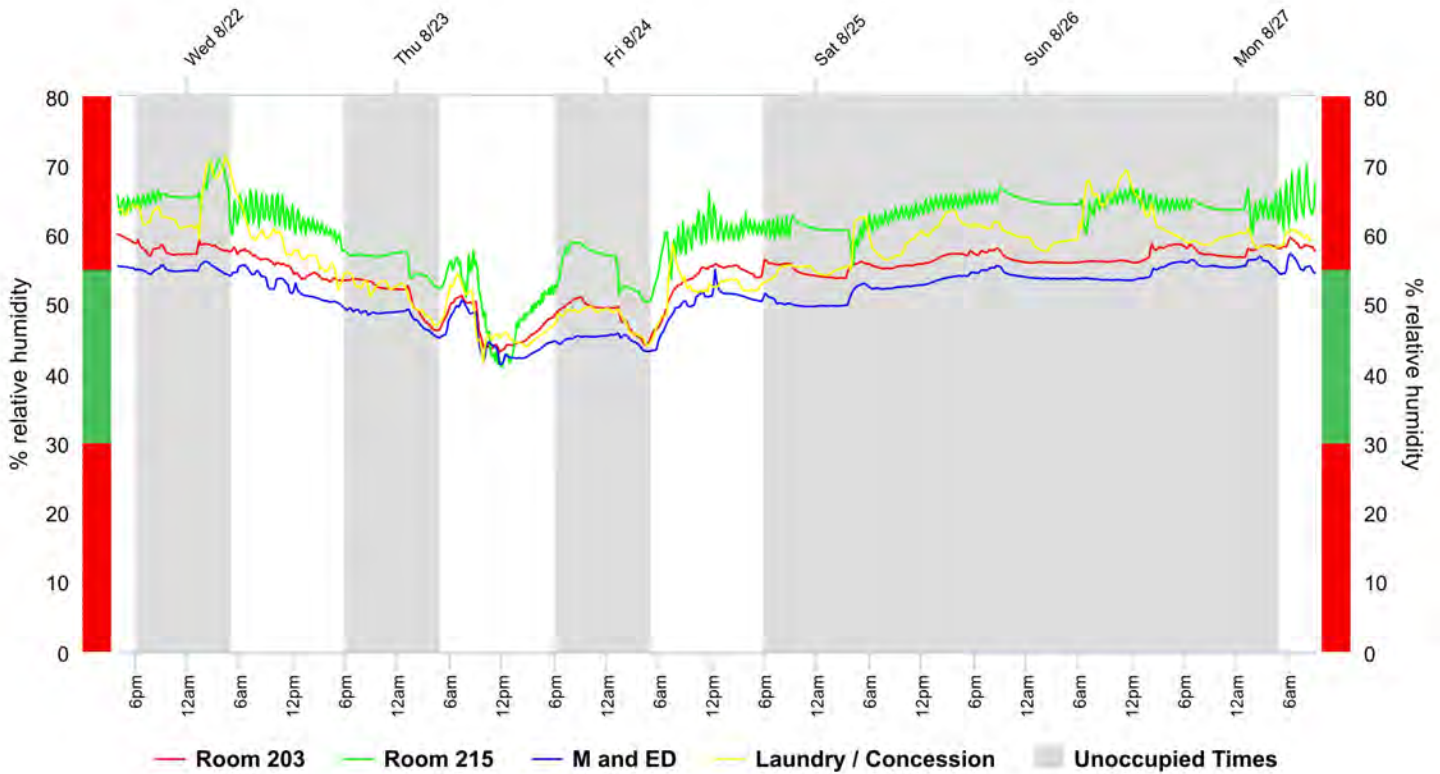
[Sensor Range: 32 to 100 °F; Resolution: 0.1 °F; Calibration Accuracy: ± 1 °F]

The ideal temperature is between 68 °F and 75 °F during the heating season and 72 °F and 78 °F during the cooling season, with variation of less than 3 °F. Lowering the heating setpoint and raising the cooling setpoint can save significant energy while maintaining a comfortable and productive working environment.

Sources: ASHRAE Standard 55 - 1992, BOMA, ENERGY STAR, DOE





Relative Humidity

Action Level	Findings
	There are a few Relative Humidity issues identified from this deployment that may cause comfort and moisture issues in your facility, and is likely indicative of the amount of outside air being brought into the facility.



- The whole building was humid during a portion of the deployment. This could be due to the outdoor humidity being high during this time period.

Monitor Statistics

Monitor Location	Alert Level	Min	Max	Average	Time out of Range (%)
Room 203		43.1	60.2	52.8	40.4
Room 215		40.1	71.4	58.2	73.5
M and ED		41.3	57.5	50.0	13.5
Laundry / Concession		41.4	69.0	53.8	40.8

These statistics are based on two-minute intervals and for occupied times only.


Specifications and Recommendation Sources

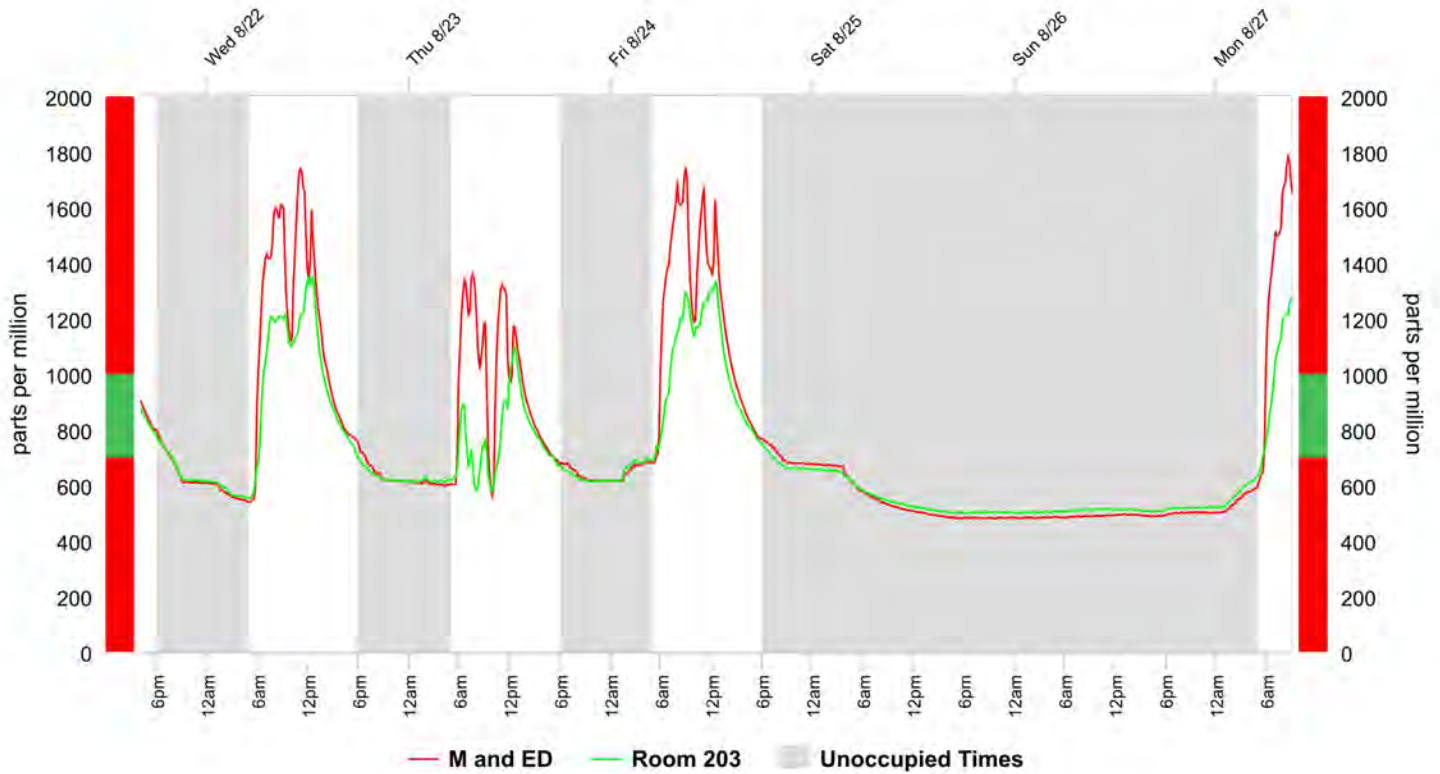
[Sensor Range: 10 to 95 %; Resolution: 1%; Calibration Accuracy: ± 5%]

Optimum comfort and health is achieved when relative humidity is maintained between 30% and 55%. Readings outside these boundaries may indicate ventilation issues which contribute to an increase of energy used to condition the space.

Sources: ASHRAE Standard 55 - 1992, American Lung Association, Indoor Air Quality Association, BOMA, ENERGY STAR, DOE



Carbon Dioxide

Action Level	Findings
	During the monitoring of your facility we detected a few ventilation issues that need to be corrected to improve the balance between the amount of ventilation and amount of fresh air needed for your facility.



- The CO2 levels are too high during the day. Consider bringing more fresh air into the building.

Monitor Statistics

Monitor Location	Alert Level	Min	Max	Average	Time out of Range (%)
M and ED		536	1,810	1,122	66.9
Room 203		549	1,355	931	52.0

These statistics are based on two-minute intervals and for occupied times only.


Specifications and Recommendation Sources

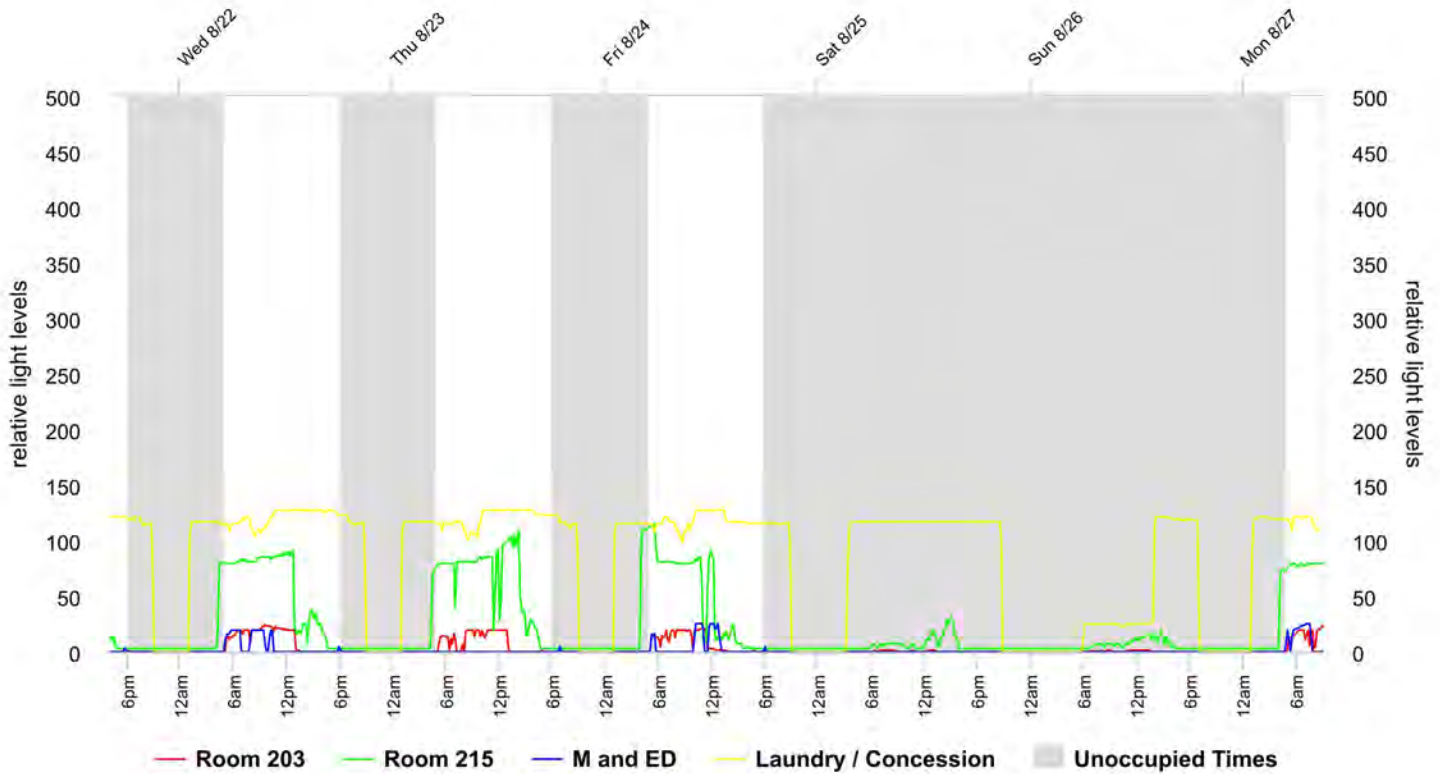
[Sensor Range: 0 to 2000 ppm; Resolution: 10 ppm; Calibration Accuracy: ± 100 ppm]

Monitoring carbon dioxide levels is an important aspect of ensuring a comfortable, healthy and energy efficient indoor environment. At levels above 1000 ppm, air becomes stale and less comfortable to breathe. Levels well below 1000 ppm may indicate excessive outside air, resulting in higher than necessary energy costs due to the need for conditioning of this additional outside air.

Sources: ASHRAE Standard 62-2001, U.S. Green Building Council, Indoor Air Quality Association, Health Canada, BOMA, ENERGY STAR, DOE





Light

Action Level	Findings
	<p>We did not detect any major issues in your facility during this deployment. This does not mean there may not still be opportunities to improve the performance of your facility, but it does highlight the need for maintaining the optimal performance.</p>



- The Laundry / Concession area has lights on the majority of the time. This includes the middle of the night most days during the deployment. Make sure the lights are being turned off if this area is unoccupied.
- The other rooms follow an adequate schedule.

Monitor Statistics

Monitor Location	Alert Level	Measured Daily Average On-Time	Stated Schedule
Room 203		3.5	13.0
Room 215		4.9	13.0
M and ED		1.4	13.0
Laundry / Concession		13.6	13.0

Specifications and Recommendation Sources

[Sensor Range: 0 to 500 lux; this sensor is not calibrated for accurate lighting levels, but is ranged so it can be used for determining on/off times]

Lighting controls and scheduling are some of the easiest low and no cost investments in energy efficiency. Controlling the artificial lights with occupancy or daylight controls and replacing inefficient bulbs can significantly reduce your electrical energy spend. In the graph above, artificial lights are represented by the sharp on/off of the curve, natural daylight by a gradual increase, and direct sunlight by the large spikes.

Sources: BOMA, ENERGY STAR, DOE

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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

Request for Taxpayer Identification Number and Certification

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

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

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
815 Falls Creek Drive

6 City, state, and ZIP code
Vandalia, OH 45377-9695

7 List account number(s) here (optional)

Requester's name and address (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 ▶ *[Signature]* CFO Date ▶ 1-1-2022

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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Casualty Co.</td> <td>28665</td> </tr> <tr> <td>INSURER B : Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : Cincinnati Casualty Co.	28665	INSURER B : Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 OH EL \$1,000,000 <input checked="" type="checkbox"/> Contractual Liab GENL 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 <input type="checkbox"/> 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? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC048489204	6/15/2021	6/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Fitr Rented Equipment			EPP0332287	6/15/2021	6/15/2024	Special \$750,000 Special \$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



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

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



Department of Commerce

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

Mike DeWine
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>		<i>William Koester</i>
Carol A. Ross Board Secretary		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	Sheryl Maxfield Director
LICENSE MUST BE POSTED ON JOB SITE	Ohio License# 46647	LICENSE MUST BE POSTED ON JOB SITE
	Expiration Date: February 14, 2024	
<i>Carol Ross</i>		<i>William Koester</i>
Carol A. Ross Board Secretary		William Koester Administrative Chairperson



**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



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: 10/26/2021

Jeffrey A. Cooper, M.S.

Health Commissioner

Registration #: 1103-2029

Not Transferable

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

PROPOSAL FORM 4: CLEAN AIR WATER ACT

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

Potential Vendor: Waibel Energy Systems, Inc.

Title of Authorized Representative: President

Mailing Address: 815 Falls Creek Dr. Vandalia, OH 45377

Signature: 

PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: Waibel Energy Systems, Inc.

Title of Authorized Representative: President

Mailing Address: 815 Falls Creek Dr. Vandalia, OH 45377

Signature: 

PROPOSAL FORM 6: 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 \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, 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 \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Respondent

3/1/2022
Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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


Signature of Respondent

3/1/2022
Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Waibel Energy Systems, Inc.

ADDRESS 815 Falls Creek Drive
Vandalia, OH 45377

PHONE 937-264-4343

FAX _____

RESPONDANT


Signature

Dave Crosley
Printed Name

President
Position with Company

AUTHORIZING OFFICIAL


Signature

Dave Crosley
Printed Name

President
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents 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.

Does vendor agree? Yes DJ
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? Yes DJ
(Initials of Authorized Representative)

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

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 Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor'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 participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors 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, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor'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 Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC 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 Vendor violation and breach of contract terms.

Does vendor agree? Yes *Di*
(Initials of Authorized Representative)

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 \$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. Offeror 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 vendor agree? Yes DJ

(Initials of Authorized Representative)

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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? Yes DJ

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor 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, Vendor 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, Vendor 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. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? Yes DJC
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 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 vendor agree? Yes DJC
(Initials of Authorized Representative)

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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? Yes DJC
(Initials of Authorized Representative)

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 \$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, Vendor 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 vendor agree? Yes DJC

(Initials of Authorized Representative)

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.

Vendor certifies that Vendor 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. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor 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 vendor agree? Yes DJ
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? Yes DJ
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor 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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$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 vendor agree? Yes *Di*
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$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, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? Yes *Di*
(Initials of Authorized Representative)

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 vendor agree? Yes *Di*
(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies 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 vendor agree? Yes *Di*
(Initials of Authorized Representative)

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 vendor agree? Yes *Di*

(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.

Company Name



Signature of Authorized Company Official

Dave Crosley

Printed Name

President

Title

3/1/2022

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

3/1/2022

Date

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: Waibel Energy Systems, Inc.

Street: 815 Falls Creek Drive

City, State, Zip Code: Vandalia OH 45377

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
David J Crosley	2674 River Bend Dr Spring Valley OH 45370	33 1/3
Andrew R Waibel	4300 Palmarito St Coral Gables FL 33146	33 1/3
Alex D Waibel	761 Oak Lea Dr Tipp City OH 45371	33 1/3

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

 President
Authorized Signature and Title

3/1/2022
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

** can be completed prior to doing work in NJ*

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

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

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Waibel Energy Systems, Inc
Street: 815 Falls Creek Drive
City, State, Zip Code: Vandalia OH 45377

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

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

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

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

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

 _____
Authorized Signature and Title President

3/1/2022
Date

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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



Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--------------------------------------|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Corporation | <input checked="" type="checkbox"/> Subchapter S Corporation |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>David J Crosley</u> Home Address: <u>2674 River Bend Dr Spring Valley OH 45370</u>	Name: <u>Alex D. Waibel</u> Home Address: <u>761 Oak Lea Dr Tipp City OH 45371</u>
Name: <u>Andrew R Waibel</u> Home Address: <u>4300 Palmarito St Coral Gables FL 33146</u>	Name: Home Address:
Name: Home Address:	Name: Home Address:
STATE OF OHIO COUNTY OF MASSBOROUGH Subscribed and sworn before me this <u>1st</u> day of <u>March</u> , 2022 (Notary Public) <u>[Signature]</u> My Commission Expires: <u>August 4, 2023</u>	<u>[Signature]</u> (Affiant) <u>Dave Crosley President</u> (Print name & title of affiant) (Corporate Seal)



CHRISTINA M HACKER, Notary Public
 In and for the State of Ohio
 My Commission Expires Aug 4, 2023

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)


3/1/2022
Date


Authorized Signature & Title President

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Waibel Energy Systems, Inc.
Address 815 Falls Creek Drive
City/State/Zip Vandalia OH 45377
Telephone No. 937-264-4343
Fax No. _____
Email address dave.crosley@gowaibel.com
Printed name Dave Crosley
Position with company President
Authorized signature 

Term of contract March 1, 2022 to February 28, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Apr 20, 2022 10:36 CDT)

Region 10 ESC Authorized Agent

4/20/22

Date

Dr. Jana Melsheimer

Print Name

Equalis Group Contract Number R10-1132F