



Response to Request For Proposal
Region 14 Education Service Center
NCPA
RFP #28-21

November 16th, 2021

NCPA



Table of Contents

▶ Table of Contents.....	2
▶ Introduction.....	3
▶ Tab 1- Master Agreement Signature Form.....	4
▶ Tab 2- Administration Agreement.....	5-7
▶ Tab 3- Vendor Questionnaire.....	8-10
▶ Tab 4- Vendor Profile.....	11-13
▶ Tab 5- Products and Services / Scope.....	14
▶ Tab 6- References.....	15-17
▶ Tab 7- Pricing.....	18
▶ Tab 8- Value Added Products and Services.....	19
▶ Tab 9- Required Documents.....	20
■ Clean Air and Water Act/Debarment Act.....	21
■ Contractors Endorsement.....	22
■ Antitrust Certification Statements.....	23
■ Required Clauses for Federal Funds Certification	
■ Required Clauses for Federal Assistance by FTA	
■ State Notice Addendum	
• Acknowledged and Agreed with 3 previous line items	
▶ Addendum 1- AES Organizational Chart.....	24-27
▶ Addendum 2- AES licenses & registrations.....	28



Thursday, November 18, 2021

ATTN: NCPA/Region 14 Education Service Center

Subj: NCPA RFP #28-21

Ally Energy Solutions (AES) is pleased to provide the following proposal for RFP #28-21. We have provided what we hope is a thorough and complete proposal.

We have significant experience supporting the public sector, particularly in the products and services listed in the RFP.

We are eager to hear your feedback or questions. Thank you again for the opportunity.

Sincerely,

Michael Bowman

Michael Bowman
VP, Power Quality

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

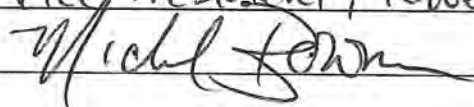
Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
 - Provide both On-premise solutions as well as Cloud based solutions.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Ally Energy Solutions LLC
Address	10932 Strang Line Road
City/State/Zip	Lenexa, KS 66215
Telephone No.	469-363-2445
Fax No.	
Email address	mbowman@ally-energy.com
Printed name	Michael Bowman
Position with company	Vice President, Power Quality
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance ("NCPA") and Ally Energy Solutions (AES) ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021 referenced as Contract Number 02-120, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Electrical Power System and Electronics Systems Protection Consulting and related Products and Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 13, 2021

Vendor:

Name: Ally Energy Solutions LLC
Michael Bowman
Title: Vice President, Power Quality
Address: 10932 Strang Line Rd.
Lenexa, KS 66215
Signature: 
Date: 11-16-2021

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☒ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

♦ **Minority**

and Women

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE ☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB ☐

♦ **Residency**

- Responding Company's principal place of business is in the city of Lenexa
State of KS

♦ **Felony Conviction Notice**

- Please Check Applicable Box;

- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

♦ **Distribution Channel**

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

- ☐ Manufacturer Direct ☐ Certified education/government reseller
☐ Authorized Distributor ☐ Manufacturer marketing through reseller
☒ Value-added reseller ☒ Other: TurnKey Design & Installation

♦ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Michael Bowman
Title: Vice President, Power Quality
Company: Ally Energy Solutions
Address: 10932 Strang Line Rd.
City: Lenexa State: KS Zip: 66215
Phone: 469-363-2445 Email: mbowman@ally-energy.com

▪ Purchase Orders

Contact Person: Michael Bowman
 Title: Vice President, Power Quality
 Company: Ally Energy Solutions
 Address: 10932 Strang Line Rd.
 City: Lenexa State: KS Zip: 66215
 Phone: 469-363-2445 Email: mbowman@ally-energy.com

▪ Sales and Marketing

Contact Person: Michael Bowman
 Title: Vice President, Power Quality
 Company: Ally Energy Solutions
 Address: 10932 Strang Line Rd.
 City: Lenexa State: KS Zip: 66215
 Phone: 469-363-2445 Email: mbowman@ally-energy.com

♦ Pricing Information

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

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

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

☒ Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
 - ▶ **Ally Energy Solutions LLC- Federal ID 47-1386583**
- ◆ Brief history of your company, including the year it was established.
 - ▶ **Ally Energy Solutions was founded in 2014 by energy & electrical industry veterans, Brian Walterbach, Shawn Rash and Troy Moran.**
 - ▶ **Turnkey core services include but not limited to:**
 - **Power Factor Correction**
 - **Harmonic Mitigation**
 - **Voltage Stabilization**
 - **Power Quality Monitoring & Reporting**
 - **Surge Protection**
 - **LED Lighting Retrofits**
 - **On-Site and Renewable Energy Production**
 - **Renewable Natural Gas Projects**
 - **Energy Storage & Back-Up Generator Projects**
 - **Electrical Infrastructure Projects**
 - **Utility Bill Audits and Tax Refunds**
 - ▶ **Historical Customer Base includes but not limited to:**
 - **Public Sector (K-12, Higher-Ed, City and County)**
 - **Fortune 100 Industrials, Logistics, Food & Beverage**
 - **National Big-Box and Grocery Retailers**
 - **Energy Services Companies (ESCO's) providing "Performance Contracts" to the public sector**
- ◆ Company's Dun & Bradstreet (D&B) number.
 - ▶ **079756531**
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
 - ▶ **See Addendum 1- page 24-27**
- ◆ Corporate office location.
 - ▶ List the number of sales and services offices for states being bid in solicitation.
 - **4 primary office locations- many staff work remote and travel**
 - ▶ List the names of key contacts at each with title, address, phone and e-mail address.
 - **Michael Bowman, VP, Power Quality, Saint Petersburg, FL, 469-363-2445, mbowman@ally-energy.com**
 - **Brian Walterbach, COO and Founding Member, Lenexa, KS, 816-217-7878, bwalterbach@ally-energy.com**
 - **Shawn Rash, President & Founding Member, Grand Junction, CO, 830-456-2241, srash@ally-energy.com**
 - **Michael Pullen, Senior Electrical Manager, Midlothian, TX 469-716-9500, mpullen@ally-energy.com**

- ◆ Define your standard terms of payment.
 - ▶ **Projects over \$25,000; 50% Down Payment, 50% Upon Completion NET 30**
 - ▶ **Projects under \$25,000; 100% Upon Completion NET 30**
 - ▶ **Terms are flexible**

- ◆ Who is your competition in the marketplace?
 - ▶ **With regards to turnkey Power Quality related services and this NCPA contract, Ally has very few competitors particularly from a national perspective. Major equipment competitors would be the likes of Eaton, Square D and General Electric, however, these companies could also be suppliers on occasion. Turnkey competitors could be local electrical contractors and other resellers of Power Quality equipment and services.**

- ◆ What differentiates your company from competitors?
 - ▶ **AES is a premier company in the nation providing turnkey Power Quality and Power Factor Correction services, in addition to many other energy/electrical related products & services.**
 - ▶ **Unlike many other companies, AES does not charge upfront for utility bill analysis, savings/payback analysis, pre-project site inspections, or project proposals.**
 - ▶ **AES guarantees system improvement and savings.**
 - ▶ **AES conducts Measurement & Verification on every project in support of the performance guarantee.**
 - ▶ **AES is the Power Quality and energy services provider for many of the largest and most well-known companies in the US.**
 - ▶ **AES has a long history and reputation in the public sector industry, and offers free extended warranty for public sector projects, 3X the normal manufacturer warranty.**

- ◆ Describe how your company will market this contract if awarded.
 - ▶ **AES will prominently display our NCPA affiliation on marketing literature, at industry conferences, powerpoint presentations, project proposals and AES company website.**
 - ▶ **AES will ensure public sector and non-profit entities are aware of the NCPA procurement option and the benefits of utilizing the program.**
 - ▶ **AES will align with our outside marketing team to best promote our NCPA affiliation to members.**

- ◆ Describe how you intend to introduce NCPA to your company.
 - ▶ **AES suggests a webinar/training delivered by NCPA for a thorough education of the NCPA platform, benefits and requirements. The AES audience would include executive team, sales, accounting, project managers and our outside marketing company.**

- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
 - ▶ **AES is a custom solution provider and does not have an online ordering platform.**
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
 - ▶ **Normal Customer Service Hours are M-F 8AM-6PM Central**
 - ▶ **Many AES clients are 24x7x365 operations, so key staff may always be on call.**
- ◆ Green Initiatives
 - ▶ As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
 - ▶ **Ally Energy Solutions core business offering is to reduce Greenhouse Gas Emissions for our clients. This is done by utilizing solutions for power quality, energy efficient lighting, solar and battery solutions, cogeneration and resiliency solutions, electric vehicle charging station installation and efficient thermal insulation installations. Optimizing ESG goals for our clients, is a focus while leveraging federal, state and utility incentives.**
 - ▶ **In our own operations, Ally Energy seeks out office space that uses best practices in its energy usage. The Ally staff has the focus of using recycled materials when appropriate at our operations. The staff focuses on procuring the most environmentally friendly equipment for our projects to meet our clients ESG goals.**
- ◆ Vendor Certifications (if applicable)
 - ▶ 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. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
 - **See Addendum 2 for listing of state licenses and registrations**

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
 - ▶ **AES is a turnkey custom solution provider for energy and electrical matters including but not limited to Power Quality, Power Factor Correction and System Reliability. We provide utility bill review, cost savings & technical analysis, power quality reporting and on-site inspection of the customer electrical system. With these combined efforts we will guide the customer to a turnkey custom solution for optimal performance, savings and return on investment.**
 - ▶ **In the course of customer engagement, AES often identifies other areas of efficiency, savings and sustainability and will assist the customer with these opportunities.**
- ◆ The following is a list of suggested (but not limited to) Electrical Power System and Electronics Systems Protection Consulting and related Products and Services requirements. The successful respondent(s) will provide products and services that include, but are not limited to the following:
 - ▶ **Power Factor Correction**
 - ▶ **Harmonic Mitigation**
 - ▶ **Voltage Stabilization**
 - ▶ **Power Quality Monitoring & Reporting**
 - ▶ **Surge Protection**
 - ▶ **LED Lighting Retrofits**
 - ▶ **On-Site and Renewable Energy Production**
 - ▶ **Renewable Natural Gas Projects**
 - ▶ **Energy Storage & Back-Up Generator Projects**
 - ▶ **Electrical Infrastructure Projects**
 - ▶ **Utility Bill Audits**
 - ▶ **Project Financing Options**

Tab 8 – Value Added Products and Services

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

- ◆ **Please see below additional products and services:**
 - ▶ **LED Lighting Retrofits**
 - ▶ **On-Site and Renewable Energy Production**
 - ▶ **Renewable Natural Gas Projects**
 - ▶ **Energy Storage & Back-Up Generator Projects**
 - ▶ **Electrical Infrastructure Projects**
 - ▶ **Utility Bill Audits**
 - ▶ **Assistance with federal, state, local and utility incentives**
 - ▶ **Project Financing Options**

Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Ally Energy Solutions, LLC

Print Name

Michael Bowman

Address

10932 Strang Line Rd.

City, State, Zip

Lenexa, KS 66215

Authorized signature

Michael Bowman

Date

11-16-2021

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Date



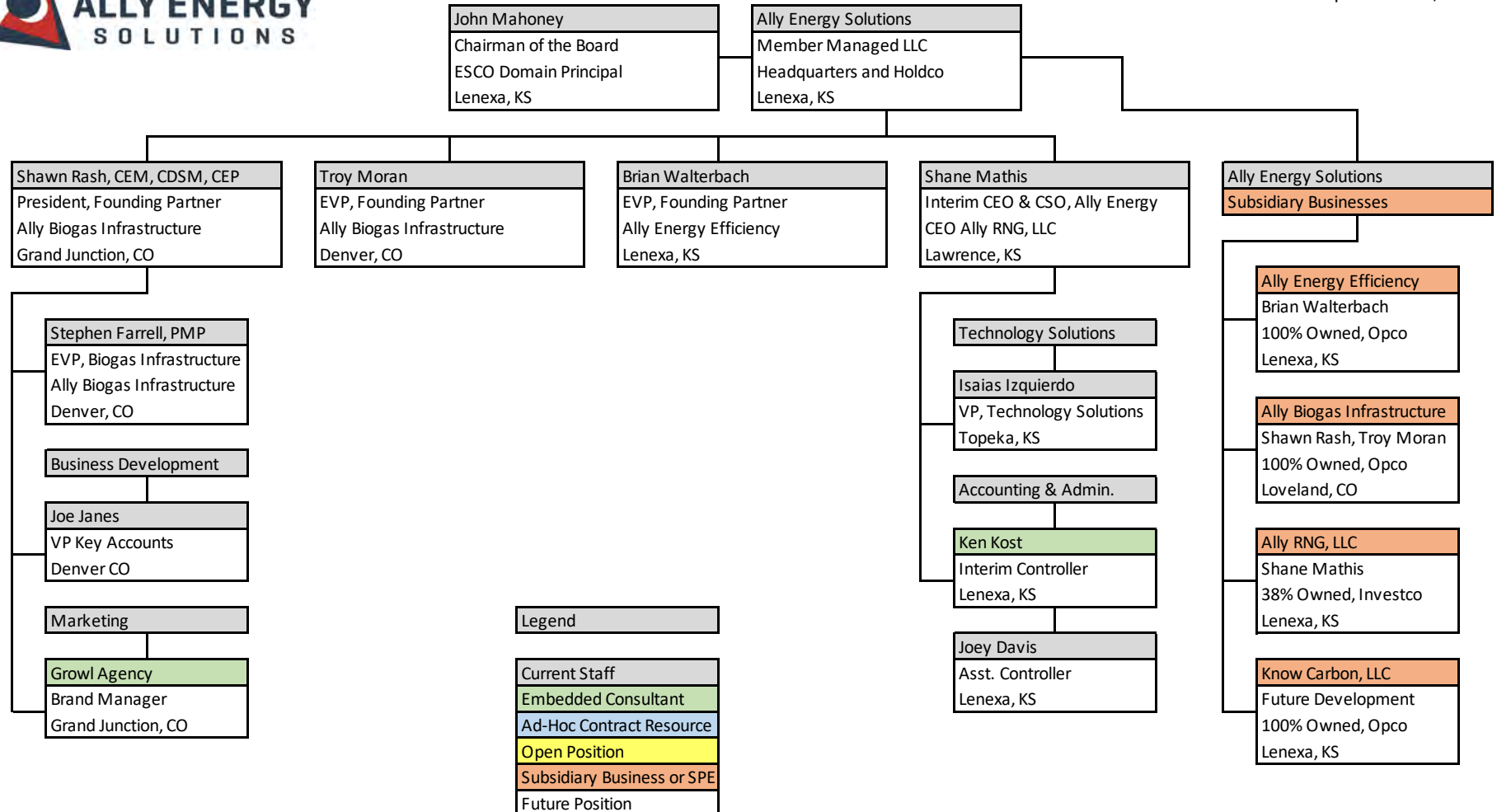
11-16-21

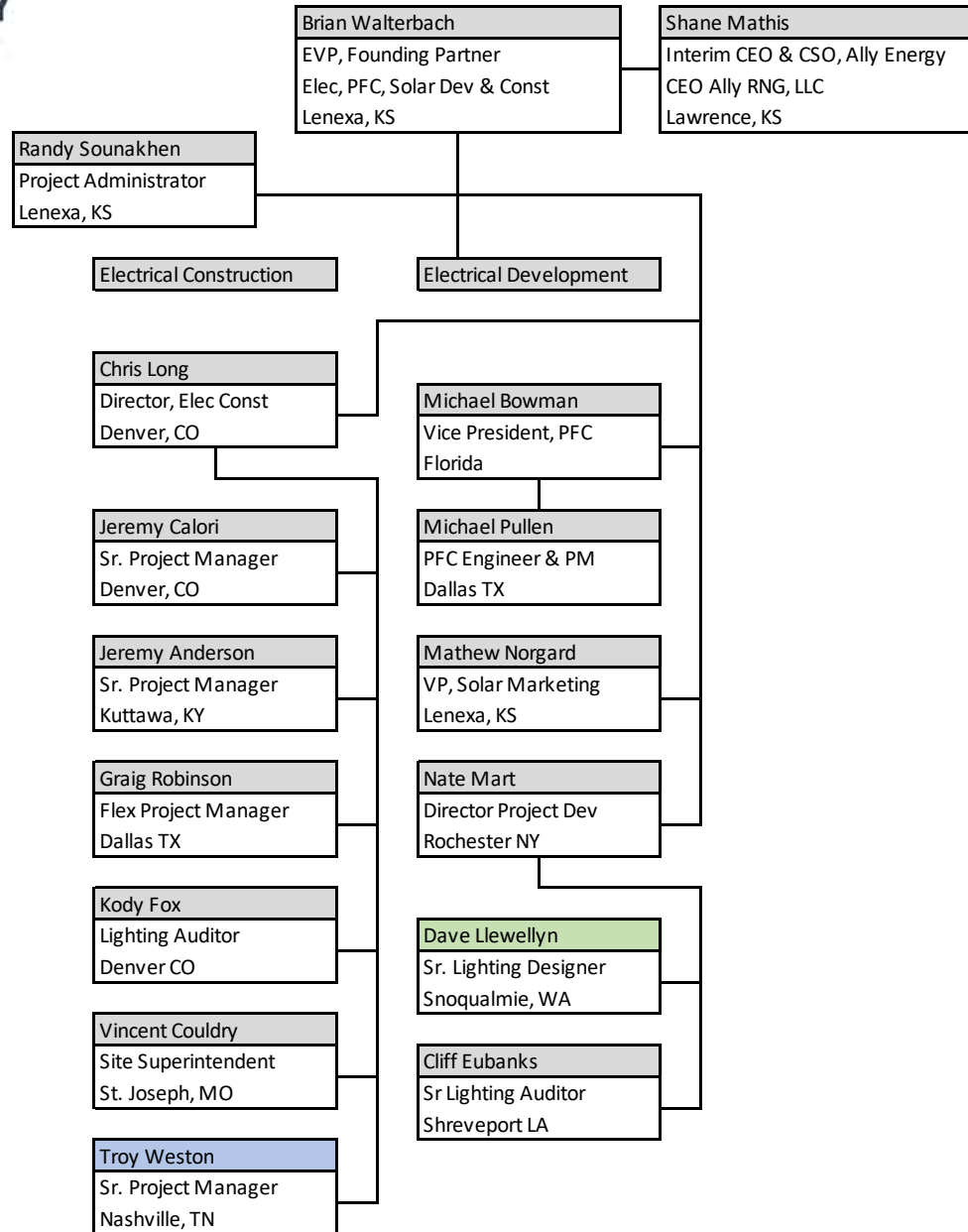
Antitrust Certification Statements (Tex. Government Code § 2155.005)

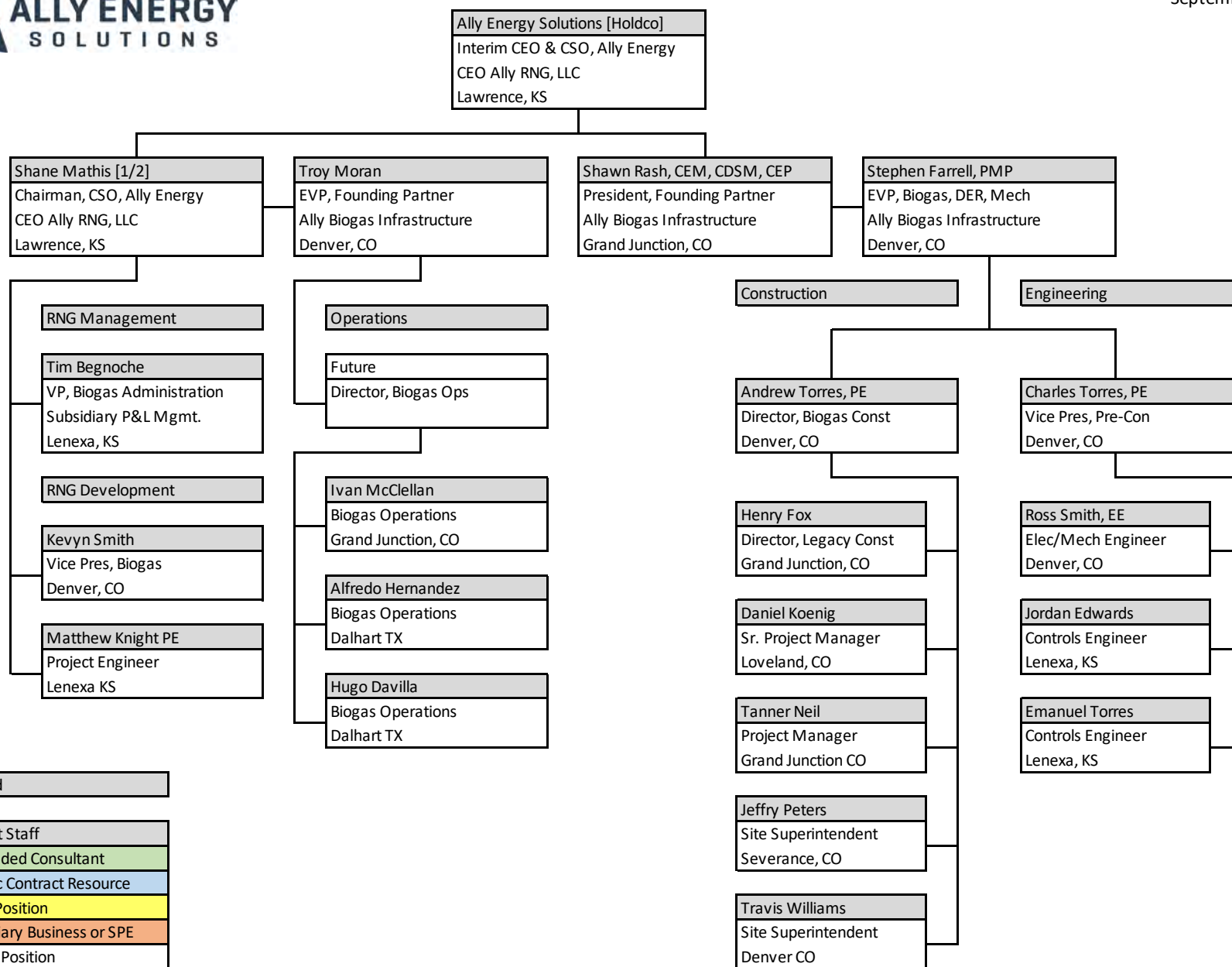
I affirm under penalty of perjury of the laws of the State of Texas that:

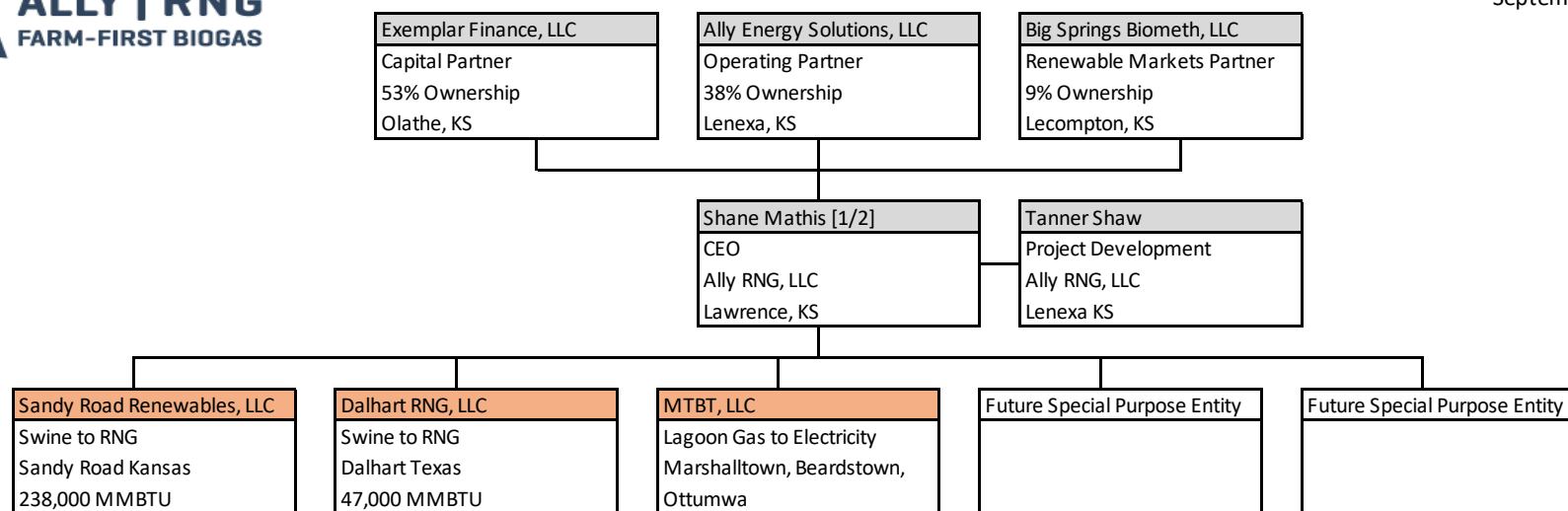
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise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

Company name	Ally Energy Solutions
Address	10932 Strang Line Rd.
City/State/Zip	Lenexa KS 66215
Telephone No.	469-363-2445
Fax No.	
Email address	mbowman@ally-energy.com
Printed name	Michael Bowman
Position with company	Vice President, Power Quality
Authorized signature	Michael Bowman









Legend

Current Staff
Embedded Consultant
Ad-Hoc Contract Resource
Open Position
Subsidiary Business or SPE
Future Position

ALLY ENERGY SOLUTIONS - General Contractor License (GC) , Electrical License (EL) , Registrations (REG)and Annual Reports

Customer/State/Item	Item Type	State	License / Entity Number	Expiration Date
ALLY ENERGY SOLUTIONS LLC (AL GC)	Commercial License	AL	53294	12/31/2021
ALLY ENERGY SOLUTIONS LLC (AR GC)	Commercial License	AR	365750521	5/31/2022
ALLY ENERGY SOLUTIONS (AZ GC)	Commercial License	AZ	311401	2/28/2023
ALLY ENERGY SOLUTIONS LLC (CA GC)	Commercial License	CA	1014984	6/30/2022
ALLY ENERGY SOLUTIONS (Adams County, CO GC)	Commercial License	CO	GEN21-0234	4/14/2022
ALLY ENERGY SOLUTIONS LLC (CO ELECTRICAL)	Commercial License	CO	ME.0026420	9/30/2023
ALLY ENERGY SOLUTIONS (CO EC)	Commercial License	CO	EC.0100414	9/30/2023
Ally Energy Solutions (FL GC)	Commercial License	FL	CBC1263648	8/31/2022
ALLY ENERGY SOLUTIONS LLC (GA GC)	Commercial License	GA	GCQA006502	6/30/2022
ALLY ENERGY SOLUTIONS LLC (IA CONT REG)	Commercial License	IA	C136867	7/23/2022
ALLY ENERGY SOLUTIONS LLC (ID CONT REG)	Commercial License	ID	RCE-52161	7/29/2022
ALLY ENERGY SOLUTIONS LLC (City of Liberal, KS GC)	Commercial License	KS	LIC2020-03	12/31/2021
ALLY ENERGY SOLUTIONS LLC (LA GC)	Commercial License	LA	68162	5/30/2023
ALLY ENERGY SOLUTIONS LLC (MN GC)	Commercial License	MN	IR731476	12/31/2023
ALLY ENERGY SOLUTIONS, LLC- MS BUILDING	Commercial License	MS	22489-MC	11/8/2022
ALLY ENERGY SOLUTIONS LLC (MT ANNUAL REPORT)	Annual Report	MT	E1134040	4/15/2022
ALLY ENERGY SOLUTIONS LLC (MT GC)	Commercial License	MT	251484	10/6/2023
ALLY ENERGY SOLUTIONS LLC (NC GC)	Commercial License	NC	79027	12/31/2022
ALLY ENERGY SOLUTIONS LLC (ND - GC)	Commercial License	ND	44328	3/1/2022
ALLY ENERGY SOLUTIONS LLC (OMAHA, NE GC)	Commercial License	NE	LIC-1801191	12/31/2021
ALLY ENERGY SOLUTIONS LLC (NE GC)	Commercial License	NE	49739	4/15/2022
ALLY ENERGY SOLUTIONS LLC (NM GC)	Commercial License	NM	400250	10/31/2022
ALLY ENERGY SOLUTIONS LLC (NV CONTRACTOR)	Commercial License	NV	83139	1/31/2022
ALLY ENERGY SOLUTIONS LLC - OR GC	Commercial License	OR	213420	1/12/2023
ALLY ENERGY SOLUTIONS LLC - (PR ANNUAL REPORT)	Annual Report	PR	430658	4/1/2022
ALLY ENERGY SOLUTIONS LLC (PR GC)	Commercial License	PR	SJ-18190-CN	7/18/2022
ALLY ENERGY SOLUTIONS LLC (SC GC)	Commercial License	SC	121027	10/31/2022
ALLY ENERGY SOLUTIONS LLC (TN GC)	Commercial License	TN	71655	11/30/2023
ALLY ENERGY SOLUTIONS LLC (UT GC)	Commercial License	UT	11412061-5501	11/30/2023
ALLY ENERGY SOLUTIONS LLC (VA GC)	Commercial License	VA	2705164615	6/30/2022
ALLY ENERGY SOLUTIONS LLC (WA GC)	Commercial License	WA	ALLYEES864R2	12/22/2022
Ally Energy Solutions LLC (WV GC)	Commercial License	WV	WV059191	11/13/2022