

Request for Proposal (RFP) for High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services

Solicitation Number: 16-20

Publication Date: Tuesday, June 9th, 2020

Notice to Respondent:

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

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 16th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

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

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

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

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



Competitive Solicitation by
Region 14 Education Service Center

For

High Performance Building Consulting and Utility
Management Solutions, Smart Technology and Related
Products and Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 16-20



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing; Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
- ◆ Responder(s)’ offerings shall include means to support ASHRAE industry standards and have the ability to monitor any or all, but not limited to, the following service areas for agencies:

- Utility & energy usage and cost
- Web-based utility information, dashboards & reports
- Utility bill processing and payment services
- Real-Time Energy Data Analytics
- Demand Response (DR) curtailment funding
- Building metering platforms and energy data gathering solutions
- Operational efficiency and performance based services
- Central Plant Efficiency
- ASHRAE BEQ modeling & optimization
- Efficient equipment solutions
- Building Systems Efficiency
- Specialty Niche Solutions
- Smart Building & Analytics
- Rebate(s) (Federal, state and/or local) analysis and implementation
- Any renewable energy sources such as solar, wind, Geo-thermal, etc.

Instructions to Respondents

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

- ◆ Required Proposal Format
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

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

Tab 1 – Master Agreement

General Terms and Conditions

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

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

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.

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

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

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

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- ◆ Audit rights
 - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of

final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

◆ Indemnity

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

◆ Licenses and Duty to keep current licenses

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. 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.

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

◆ Cancellation for Conflict of Interest

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

◆ Registered Sex Offender Restriction

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

◆ Contract's Employment Eligibility

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

◆ Terrorism Country Divestments

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

◆ Fingerprint Checks

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

◆ Indemnification

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

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

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

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

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

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Heat Transfer Solutions, Inc.
Address	3350 Yale St
City/State/Zip	Houston, Texas, 77018
Telephone No.	832.328.1010
Fax No.	832.328.1460
Email address	todd.mccullough@hts.com
Printed name	Todd McCullough
Position with company	Principal
Authorized signature	<i>Todd McCullough</i>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Heat Transfer Solutions, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 02-84, 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 High Performance Building Consulting and Utility Management Solutions, Smart Technology 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 monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

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

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

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

National Cooperative Purchasing Alliance:	Vendor:	<u>Heat Transfer Solutions, Inc.</u>
Name: <u>Matthew Mackel</u>	Name: <u>Todd McCullough</u>	
Title: <u>Director, Business Development</u>	Title: <u>Principal</u>	
Address: <u>PO Box 701273</u>	Address: <u>3350 Yale St. Houston Texas 77018</u>	
		
Signature: 	Signature: <u>Todd McCullough</u>	
Date: <u>August 24, 2020</u>	Date: <u>07/21/2020</u>	

NCPA Registered Vendor Quotation Number

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

NCPA Registered Vendor Quotation Number Process

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

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

*** Fill out and submit.**

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

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

Date 07/21/2020

RFP Number 16-20

Company Name Heat Transfer Solutions, Inc.

Printed Name Todd McCullough

Signature Todd McCullough

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 checked="" 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)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> 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 **Heat Ti**, State of **Heat Ti** 16-20

◆ **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
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other:

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Heat Transfer Solutions, Inc
 - Title: Todd McCullough
 - Company: Principal
 - Address: 3350 Yale St. Houston Texas
 - City: 07/21/2020 State: TX. Zip: 77018
 - Phone: Todd McCullough Email: Todd McCullough

- Purchase Orders
 - Contact Person: Todd McCullough
 - Title: Principal
 - Company: HTS
 - Address: 3350 Yale Street
 - City: Houston State: TX Zip: 77018
 - Phone: 832-328-1010 Email: todd.mccullough@hts.com

- Sales and Marketing
 - Contact Person: Todd McCullough
 - Title: Principal
 - Company: HTS
 - Address: 3350 Yale Street
 - City: Houston State: TX Zip: 77018
 - Phone: 832-328-1010 Email: todd.mccullough@hts.co

◆ 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	
Effective Date: July 22 2020	
Name of Rep Firm:	Heat Transfer Solutions, Inc.
Name of Person Completing Form:	Tarynbeth Pilutti

General	
#1	Company's official registered name.
Response	Heat Transfer Solutions, Inc.
#2	Brief history of your company, including the year it was established.
Response	Established in 2000
#3	Company's Dun & Bradstreet (D&B) number.
Response	011168775
#4	Corporate office location.
Response	3350 Yale St. Houston, TX 77018
#5	List the total number of sales persons employed by your organization within the United States
Response	200
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>HTS Dallas – 1625 Wallace #120, Carrollton, TX 75006. Contact – Stephen Poles, Principal, Stephen.poles@hts.com</p> <p>HTS Fort Worth – 7415 Whitehall St. #109, Richland Hills, TX 76118. Contact – Stephen Poles (above)</p> <p>HTS Houston – 3350 Yale St., Houston, TX 77018. Contact – Todd McCullough, General Manager, 832-328-1010, todd.mccullough@hts.com</p> <p>HTS Houston - 3350 Yale St., Houston, TX 77018. Contact Tarynbeth Pilutti, Executive Admin – 832-328-1010 tarynbeth.pilutti@hts.com</p> <p>HTS Austin – 6101 Courtyard Dr., Building 4, Austin, TX 78730. Contact – Kyle Kramer, System Sales, kyle.kramer@hts.com</p> <p>HTS Round Rock – 2251 Picadilly Dr., Ste B260, Round Rock, TX 78664. Contact – Thomas McLaughlin, Principal, Thomas.mcclaughlin@dxseng.com</p> <p>HTS San Antonio – 127 W Nacoma, San Antonio, TX 78216. Contact - Paul Naizer, System Sales, paul.naizer@hts.com</p>
#7	List the names of person(s) in your organization who are certified BEAP and/or BEMP through ASHRAE BEQ program for energy analysis & energy modeling.
	<p>Mike Donovan - BEAP</p> <p>Brandon Damas – BEMP – BEAP</p>



<p>#8</p>	<p>Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:</p>
<p>Response</p>	<p>Sales/ Sales Support</p> <p>Brandon Damas</p> <ul style="list-style-type: none"> • 8 years in the HVAC Industry • 4 years at HTS, 4 years at CCRD • BS Architectural Engineering, Kansas State University <p>Brad Gilbert</p> <ul style="list-style-type: none"> • 8 years in the HVAC industry • 3 HTS, 5 years at Trane, • Bachelor of Science in Manufacturing Engineering, Texas State University • Member of ASHRAE <p>Matt McPherson</p> <ul style="list-style-type: none"> • 12 years in the HVAC Industry • 12 years with HTS • BS Electrical Engineering, Texas A&M University <p>Aaron Bartek</p> <ul style="list-style-type: none"> • 14 years in the HVAC Industry • 5 years at HTS, Over 9 years at Carrier • BS Mechanical Engineering, University of Tulsa • LEED® AP <p>Scott McGinnis</p> <ul style="list-style-type: none"> • 19 years in HVAC • 8 years at Munters • 3 years at DXS • BS in Engineering Technology, Texas A&M University <p>Terence Connor</p> <ul style="list-style-type: none"> • 22 years in the HVAC Industry • 1 year at HTS, 5 years at JCI/York, 16 years at Trane • BS Operations Research & Industrial Engineering, Cornell University • LEED® AP Certified • ASHRAE Member and Past President of ASHRAE Bi-State (NY/CT) Chapter <p>Marketing</p> <p>Meghan McConnell</p> <ul style="list-style-type: none"> • Joined the Engineering Sales team at HTS Texas in 2008 where she worked in both inside and outside engineering sales before forming the marketing department in 2010. • In 2013, she became the Marketing Director for HTS Texas and sister company DXS Texas, where she was responsible for establishing and maintaining the company brand and providing marketing direction for Texas. • In 2015, Heisler became the Global Marketing Director for HTS and its sister companies. • Graduate of the University of Texas at Austin with a degree in Mechanical Engineering, and has experience in social communications, website



	<p>management, marketing content development, branding, and corporate event and trade show planning.</p> <ul style="list-style-type: none"> Member of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) and Society for Marketing Professional Services (SMPS). <p>Financial Reporting</p> <p>Jeff Mamaux</p> <ul style="list-style-type: none"> 24 years in the industry 14 years in the HVAC Industry 10 years at HTS, 2 years at Open Tech, 2 years at Goodman Manufacturing BBA in Accounting and Finance from Texas A&M University <p>Tarynbeth Pilutti</p> <ul style="list-style-type: none"> 11 years in the industry 7 years in HVAC 7 years at HTS 5 years with Government Co-Ops <p>Executive Support</p> <p>Mike Donovan</p> <ul style="list-style-type: none"> Principal of HTS Texas Over 20 years in the HVAC Industry Over 16 years at HTS, 5 ½ years at York International BS Chemical Engineering, Texas A&M University LEED® AP and ASHRAE HBDP Certifications Serving as the ASHRAE Regional Vice Chairman for Research Promotion 2009, 2010, 2015 Ernst & Young Entrepreneur of the Year finalist, Aggie 100, HBJ Fast 100, Daikin's Pinnacle Award <p>Todd McCullough</p> <ul style="list-style-type: none"> General Manager Over 20 years in Executive Management 8 Years in HVAC business BS in Business Management, University of South Carolina BOMA Member <p>Stephen Poles</p> <ul style="list-style-type: none"> Branch Manager – Dallas and Fort Worth Over 20 years in the HVAC Industry 5 years at HTS, 16 years at Trane BS Mechanical Engineering Professional Engineer in the state of Texas, LEED® AP, Certified Energy Manager Member of ASHRAE, USGBC, Association of Energy Engineers
#9	Define your standard terms of payment.
Response	30 Days.
#10	Who is your competition in the public marketplace?
Response	JCI, Texas Air Systems, Trane



#13	<p>What is your strategy to increase market share in the public space?</p>
<p>Response</p>	<p>We breakdown market share in each market sector:</p> <ul style="list-style-type: none"> a) K-12 b) Commercial Office c) HealthCare d) Higher Education/Research e) Laboratories f) Liturgical g) Mission Critical h) Hospitality/Leisure/Hotel/Retail i) Multi-Family j) Industrial/Manufacturing k) Public/Government facilities <p>Each vertical market (VM) listed above has its own unique characteristics and unique value proposition as it relates to our strategy to increase market share. At the core of our strategy, we breakdown the common basic elements or needs to create the best “owning experience” for our clients in each category/vertical market above. For further information you can view our website resume (project portfolios) under each one on our website at http://hts.com/Projects/.</p> <p>Each one of the vertical markets above represents a significant 7 figure contribution to not only our Texas based business but well into the 8 figures for our total North American business.</p> <p>Within each market segment we breakdown the following:</p> <ol style="list-style-type: none"> 1) What products or services are paramount for success in this vertical market 2) What does the client look like and what are their priorities (focused on the end user) 3) How does the client (end user) measure success or measure “positive owning experience” 4) What are the clients pain points, what motivates them to seek services 5) What in our suite would accomplish items 1-4 and how do we position them. We introspectively look at our service , controls, parts, mechanical equipment, FIT building, Airside products group, IAQ division, and our VRV (DXS) group to evaluate what is a fit or not. <p>At this point we appoint, hire, promote, or place leaders for each region within our umbrella to attack and/or own this vertical market and the ancillary clients around it (GC, Architects, owners, CM, GC, MEP, MC, etc.). We also align our internal marketing resources and our retained PR firm to build credibility in each vertical market through publications specific to that market, marketing pamphlets specific to that vertical market, education/training specific to that vertical market, etc.</p> <p>We have had tremendous success with this model and we will continue to build on the vertical market model with aggressive investments in all phases of our business (service, parts, controls, equipment, FIT building, VRV (DXS), IAQ retrofits, etc. al.).</p> <p>Our company has been recently named in the Inc. 5000 (fastest growing companies in the US, Aggie 100 (6th time), Ernst and Young entrepreneur of the year finalist (4 times), Houston Business Journal for a variety of awards and all the recognition from our supplier partners.</p>
#14	<p>What differentiates your company from your competitors?</p>
<p>Response</p>	<p>There are many things that differentiate us from our competitors. The basic 4 are:</p> <ul style="list-style-type: none"> A) Strong and focused regional presence instead of national public bureaucratic organization. This really plays out well when it comes to marketing and website external presence to regional clients.



	<p>B) Flexibility in our terms and conditions with each buying agent, we custom tailor items like warranty to meet client requirements, not factories.</p> <p>C) Unwavering commitment to solving field problems. No red tape or slow approval process to fix field items. Account Manager has broad use of our financial capital to make our clients have the best ownership experience possible. That is our brand.</p> <p>D) Lack of Turnover. People in general don't leave HTS. Our culture is second to no one. It's a high performance culture where the high performers stay and the low performers go. We have an authentic and genuine culture that over recognizes great behavior.</p>
<p>#15</p>	<p>Indicate the implementation steps and time frames needed to implement a Building Energy Analysis and system design with your company.</p>
<p>Response</p>	<p>We are going to assume this is for an existing building and not a new construction.</p> <p><u>New construction is typically an energy model created by the building plans and specifications in a computer software (DOE approved) so a model can be developed on what the energy consumption or demand profile of a building will be before it's built. This is fairly straightforward.</u></p> <p><u>Existing buildings</u></p> <p>The first step in understanding building consumption and building energy savings opportunities is to benchmark data and compare against its own performance, performance of others in the area, and performance against the EPA Portfolio manager for its classification.</p> <p>Our model leans heavily on the initial Basic Evaluation Procedures outlined in the <i>Performance Measurement Protocols for commercial buildings; Best Practices Guide</i> developed by ASHRAE. Our model also heavily leans on the ASHRAE Guideline 14-2014 Measurement of Energy, Demand, and Water Savings in the <i>Diagnostic</i> (Level II Audit Section)</p> <p>The first step to an initial building audit is to go through the detailed checklist prescribed in the aforementioned Protocol guideline (See TAB 25 in Product Brochures Binder). The process takes 2 full site visit days with O&M personnel and property management. After the site visits and the collection of required data from the utility companies and the O&M staff, the report takes 2 weeks to finalize, review and return back to the owner/facility manager.</p> <p>During the Basic Evaluation (ASHRAE LEVEL I Audit)the following will be accomplished:</p> <ol style="list-style-type: none"> 1) Collection of all energy, gas, water etc. al utility bills 2) Convert energy into site energy units for building benchmarking via EPA 3) Get accurate floor area – usable to get reliable data benchmarking 4) The data is compared against yearly/monthly prior years (not normalized for weather, occupancy or internal loads)* <ul style="list-style-type: none"> *If data is off by 10% year over year in each category we recommend going to Level II Audit 5) Water consumption will be analyzed and documented from past utility bills. <ol style="list-style-type: none"> a. Irrigation times of day and duration will be documented (If there is consumption or flow measured that will be documented as far as back b. Make-up water schedule use will be documented for cooling tower, boilers , if flow meter is available from BAS then that will be documented as far as back as BAS system will allow c. Wastewater flow and /or blowdown from tower if available d. Rainwater harvesting e. Condensate return 6) Walkthrough and internal investigation of IAQ, Lighting/daylighting, & Acoustics <ol style="list-style-type: none"> a. Survey to occupants will be electronically distributed and results tabulated and summarized



	<ul style="list-style-type: none"> b. IAQ – Ventilation, moisture management, HVAC system observations (BAS review), building pressurization, dirt and contaminant capture, and containment sources c. Lighting/Daylighting – Amount of light in work space, visual comfort, overall lighting quality and type of lighting fixtures <ul style="list-style-type: none"> i. Walk-through and documented issues are part of the basic evaluation as well as building or space inventory of light fixtures from the owner. In the Diagnostic (Level II) section illuminance and luminance recordings/measurements are taken. d. Acoustics – Background noise , noise intrusion, acoustic privacy, speech levels, acoustic quality <ul style="list-style-type: none"> i. Walk-through and documented issues are part of the basic evaluation as well as building inventory of mechanical and electrical products and type of system documented by the owner. In the Diagnostic (Level II) section acousticians will be involved to document space NC or problem area radiated or breakout noise from mechanical and/or electrical & lighting systems. <p>7) Provide solutions to target and implement no-cost to low-cost EEM's or ECM's (Energy efficiency measures or Energy Conservation measures)</p> <ul style="list-style-type: none"> a. Develop initial M&V (Measurement & Verification) protocol to identify and record steps taken, instruments used, and actions implemented. b. Initial M&V to contain protocol and short term results good or bad if action is taken c. Initial M&V to contain ideas for COST Avoidance in the HVAC , lighting, demand, and water systems. <p>8) Evaluate results and make possible recommendations</p> <p>9) Identify EEM's, ECM's or projects that require a more comprehensive approach and put Rough Orders of Magnitude budgets and simply paybacks.</p> <p><u>DIAGNOSTIC Measurements (Level II Audit)</u></p> <p>The ASHRAE Level II Audit is called the Diagnostic Measurement Procedure (Audit Forms in TAB 25 in Product Brochures Binder). This is the 2nd step after the ASHRAE level I Audit that takes a deep dive into the identified EEM's (or ECM's – Energy Conservation Measures). This analysis requires an average of 60-80 hours onsite for the deep dive audit and process walk-through. The length of time for this audit varies with the project scope and opportunities. If it's just sub-metering specific areas then that lasts between the time interval of interest (usually 6 months) to monitor and provide recommendations to curb energy consumption. Time spent will be on the implementation side working with the installing contractor of the EEM, ECM to the interpretation of the data from the implementation of the EEM, ECM</p> <p>During the Diagnostic Phase (Level II Audit), a determination is made (Item 5) below) whether a new project/analysis should be one of the following in accordance with ASHRAE Guideline 14-2014:</p> <ul style="list-style-type: none"> a) Retrofit Isolation Approach – Performance Method b) Whole Building Approach – Prescriptive Method or Performance Method c) Whole Building Calibrated Simulation – Performance Method*** <p>*** If it is deemed it is necessary to do a simulation approach, then the audit will proceed to the Advanced Energy Analysis or Level III stage</p> <p>Once we determine the approach above (a) or (b), we further define the M&V process for that approach under the Diagnostic measurement and reporting methodology: Diagnostic measurement and reporting includes the following, but not limited to,:</p> <ul style="list-style-type: none"> 1) Benchmarking data in monthly, weekly, hourly form from utilities or BAS system <ul style="list-style-type: none"> a. Sub-metering and data collection systems will be involved and require capital expenditure in this phase to get the most accurate results 2) Benchmarking data against <u>occupancy</u> and <u>weather</u> or CDD or HDD
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- 3) Benchmark Data against other buildings of size and geographic area using the BEQ method or EPA Portfolio Manager. After data is collected against occupancy and weather we submit the BEQ or EPA Energy Star paperwork to get a baseline of where we are and where we need to go
- 4) Evaluating various procurement or supply side strategies to curtail energy, gas, water spend
- 5) In-depth analysis of all building IAQ parameters, daylighting/lighting, & Acoustics (**if required or desired**)
- 6) Provide in depth solutions with data acquisition from 1) and 2) and target specific ECM's, EEM's that have the best payback or Net Present Value investments using the ASHRAE Guideline 14-2014 as outlined above.
- 7) Develop and Document Meter Plan and weather station utilization or weather instruments in accordance with Section 6 of ASHRAE guideline 14-2014.
- 8) Identifying particular ECM', EEM's, developing project cost/budget and data to substantiate before and after results. ECM's, EEM's cover energy, gas, water, IAQ, lighting, acoustics (**IAQ, lighting, acoustics if required or desired**)
- 9) Understand and document uncertainty for baseline and post-installation/post-retrofit in accordance with Section 4 of ASHRAE guideline 14-2014
 - a. Sampling uncertainty of data as it relates to length of time for baseline data and post retrofit data**
 - b. Equipment error or standard deviation before and after
 - c. Modeling Uncertainty as it relates to length of time for baseline data and post retrofit data**
 - d. Confidence Level of Data** Modeling and Sampling Strategy must coincide with modes of operation and weather conditions (e.g. summer and winter modes). Consideration must be given to utility fluctuations in various months, demand penalties, time of day consumption to benchmark EEM, ECM's against a pre and post installation comparison
- 10) Implement and execute chosen ECM's, EEM's, make adjustments and recommendations as necessary, re-measure performance.
- 11) Evaluate results, make recommendations, document results for all of the building occupants

The next step is the Advanced Energy and Project Analysis. These projects are identified during the Level II Audits. These projects are intensive in nature and require the services of design professionals. These projects will require permits and extensive renovation. These projects usually require an extensive building modeling simulation analysis using an approved DOE building analysis software engine. Project examples, but not limited to, include:

- 1) Building envelope changes (wall, glass, roof, shading)
- 2) Mechanical and Electrical Infrastructure changes (different central plant configuration for the chillers or building pumps as opposed to like for like newer technology in a diagnostic project)
- 3) Major Plumbing system renovations
- 4) Moisture Remediation due to poor IAQ
- 5) Implement Acoustic Wall treatment and noise abatement systems
- 6) Implement new Dedicated OA units to lower indoor building humidity levels and comply with ASHRAE 62 guidelines or jurisdictional building codes
- 7) Total lighting fixture, ballast, and controls renovation on interior or exterior that is beyond the scope of simple diagnostic measures
- 8) Irrigation piping and infrastructure changes beyond changing water cycles and amounts in the controls system
- 9) Recycled or Re-use of Greywater for various re-purposing in sanitary (toilets) or cooling tower makeup, etc.



#16	List your company's current capabilities for energy management system monitoring.
Response	<p>HTS currently does energy management system monitoring as a standard service for our clients that purchase building automation systems from HTS. We also monitor competitive EMS systems with owner approval and access credentials. We have numerous examples that we would be happy to show the NCPA team. Furthermore, we can set up clients data in cloud based storage facilities, specific data centers, etc. to secure their information but also so we can compare real time data vs. several years back to get the best indicator going forward.</p> <p>We can generate dashboards for clients by utility (power, gas, water) and compare them by month, year, and break them down by occupancy and outdoor temperature to give the building owner the ultimate in comparison analytics.</p> <p>HTS also partners with two major energy procurement firms to analyze the following on an ongoing basis with our clients:</p> <ul style="list-style-type: none"> a) Power and Gas Procurement strategies b) Demand Response or Curtailment strategies c) 4CP or TDSP cost avoidance. Transmission factor charges in unregulated markets that are set during peak temperatures and grid pressure. Basically a charge for one's power demand reservation that is tacked on to every monthly bill. d) ERCOT messaging and response times
#17	Describe your company's steps for system analysis
Response	Please see the Answer to Question 15 and the ASHRAE BEQ Product Brochure for the Evaluation written form. Appendix A has the Basic Level Audit forms for Energy, Water, and Lighting. Appendix B has the Diagnostic level audits for Energy, Water, Lighting, IAQ, Acoustics.
#18	Describe how your system analysis process utilizes ASHRAE Guideline 14-24 Measurement of Energy, Demand and Water Savings.
Response	Please see Question 15 for exactly how ASHRAE Guideline 14-2014 fits into our Diagnostic and Advanced level Audits and Project development.
#19	Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), and e-mail(s).
Response	<p>Tarynbeth Pilutti Executive Assistant PH: 832-328-1010 Fax: 832-328-1460 Tarynbeth.pilutti@hts.com</p>
#20	What benchmarking tools (e.g. EPA's ENERGY STAR® Portfolio Manager) does your company use to track and improve property and facility performance?
Response	Initially we will obtain an LOA (letter of Authorization) from the client to obtain all their water, gas, electricity, etc. information from their current suppliers for as long back as available (usually 1-3 years). We will then install that data into our Basic and/or Diagnostic Audit reports and our software engine to begin comparing past or baseline consumption patterns.
#21	What support documents does your company provide to the government entity after purchase
Response	We will supply warranty documents, Installation-Operation-Maintenance (IOM) on products having them, guidelines on usage of any reports we generate, and product brochures. Details are in the product Appendices at end of our response.
# 22	Describe what technical resources your company will provide to support the government entities' projects.
Response	We will provide access to our Engineering staff, our Incite website to view their energy usage, and access to our other system analysis software that will allow them to monitor their energy usage per device connected to it. You can see samples of some of these reports included with this response.



# 23	Describe the measurement options your company intends on providing the government entities.
Response	<p>For Energy, Water, & Gas at the main meter we obtain the utility bills in accordance with Question/Answer 20. We then audit the utility bills with a microscope to make sure the bills, fees, TDSP charges, and taxes don't have any obvious mistakes that need to be corrected. It is not uncommon to find overcharges in any one error attributable to a clerical error at the utility billing company, especially electricity, gas, and sewer.</p> <p>For sub metering at any level we purchase sensors and meters in accordance with the instrumentation requirements in chapter 6 of the ASHRAE Guideline 14-2014 – Measurement of Energy, Demand, and Water Savings.</p> <p>After acquisition and set up of the instrumentation we record the data and store the data in a Tridium/Niagara server that uploads and trends the data in real-time to a secure website for the owner and the administrator (FIT Building) of the diagnostic audit's and/or EEM, ECM projects. The FIT building team downloads the data and trends and provides weekly or monthly reports to the client during the audit period and benchmarks the data (as described in detail in Question/Answer 15) to other buildings with similar size , geographic region, purpose, and schedule and/or against the EPA Building Portfolio Manager for type and classification of "said" building.</p>
# 24	Identify the process of receiving a purchase order and implementing an energy analysis contract.
Response	<p>This process follows our normal project management process. Once we receive the purchase order, we will match it to the proposal we initiated with the client. Once we have done this we will schedule a planning meeting with our staff to ensure all parties are aware of the full scope and details of the project and their responsibilities. We then enter all the information available into our software to begin matching points available with points needed. Site visits are scheduled on an as needed basis. Once all inputs match up and being monitored by our software, we will allow access to the software for our client to view their reports and dashboards. A project management schedule is then put together for all parties to review and agree on identifying any important milestones. A Project Manager is assigned and a final meeting with the client is set.</p>
# 25	What states would your company not honor pricing and services for this contract, in the event that this contract is made available to all states?
Response	<p>Alaska and Hawaii. We would have to consider costs associated with per diem, travel, etc. before establishing a firm proposal in those locations.</p>
# 26	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	<p>Cause No. D-1-GN-19-008653; McCarty Family Real Estate, LLC and MTDMHL, Ltd v. Sabre Commercial, Inc., et al.; in the 419th Judicial District Court of Travis County, Texas. HTS is a named defendant in that suit. Negligence/ breach of warranty. Case is still pending.</p> <p>Cause No. 2014-64032; BWY 8 Hotel Partnership Limited V. EBCO General Contractor, Ltd, et al.; in the 165 District Court of Harris County, Texas; product liability lawsuit; case resolved/settled</p> <p>Cause No. 2009-11157; Cyrus Networks, LLC D/B/A CyrusOne v. Evolve Consulting Group, LLC. Et al.; in the 334th District Court of Harris County, Texas; product liability lawsuit, case resolved/settled</p>
# 27	Describe your company's safety program
Response	<p>We have a safety Manager who travels to each office to put on training for all field personnel on a monthly basis and does field site inspections as well. Every attendee must complete a proficiency test upon completion of each training course and if they miss more than 2 questions, they must retake the exam and spend additional time with our safety Manager to ensure the employee completely understands the subject. EVERY employee hired by HTS goes through OSHA 10 training before being allowed to go out in the field to work and every Manager goes through OSHA 30 training upon hire. Both are renewed on a two year basis. Every employee on a job is empowered to call the job to a</p>



	stop if they feel there is an unsafe condition present. All field personnel wear FR rated clothing, are provided with electrical safety gloves that are sent for testing and recertification every six months. All employees who drive company vehicles are required to complete defensive driving upon hire, and renew every 2 years.
# 28	Indicate the number of lost hours or other benchmarks to verify your company's effectiveness of their safety record
Response	In the past several years we have had zero lost time incidents. We are very proud of that fact.
# 29	What safety reports does your company provide to the customer upon completion of any project.
Response	Every technician fills out a Job Safety Analysis (JSA) form daily on every job. These are forwarded electronically to the customer at the end of the day when the technician also electronically forwards his time report and scope of work completed for the day.

<u>Marketing / Sales</u>	
#30	Detail how your organization plans to market this contract within the first 90 days of the award date This should include, but not be limited to:
Response	<p>Initial announcement:</p> <ul style="list-style-type: none"> - Email campaign to NCPA members - Email campaign to targeted HTS customers - HTS website news announcement - HTS social media posts on Twitter, LinkedIn, Instagram and Facebook - <p>Continued marketing</p> <ul style="list-style-type: none"> - Showcase NCPA project on HTS website, client emails, and social media platforms - Display NCPA in booth at applicable trade shows and events

#31	<p>A co-branded press release within first 30 days</p> <ol style="list-style-type: none"> a. Announcement of award through any applicable social media sites b. Direct mail campaigns c. Co-branded collateral pieces d. Advertisement of contract in regional or national publications e. Participation in trade shows f. Dedicated NCPA and Region 14 ESC internet web-based homepage with: <ol style="list-style-type: none"> i. NCPA and Region 14 ESC Logo ii. Link to NCPA and Region 14 ESC website iii. Summary of contract and services offered iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
Response	See answer to question 30
#32	Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded
Response	Our webpage and NCPA specific brochure will list the benefits of this contact to ensure this is very clear to not only our sales team but also those who are eligible. These documents will be used on sales calls and in the marketing content we push out to eligible entities.
#33	Explain how your company plans to market this agreement to existing government customers



Response	Through our internal communication platform, we will educate our sales staff on NCPA and Region 14 ESC so they are prepared to discuss this agreement to existing government customers. The marketing team will execute the marketing plan as described in question 31/32. We work with the sales teams to keep a consistent database to ensure we're reaching the right clients on a regular basis.
#34	Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
	Within the first month, we will make an internal announcement that we have acquired the NCPA contract. Training will be administered to those who are new to working with Government Co-ops. Refreshers and updates on new pricing to those who are familiar. Our marketing team will be making announcements via social media, our website, and targeted email campaigns to generate interest within our industry and among our existing clients. We will actively inform our government clients that we have been awarded an NCPA contract, and direct them on how to become members if they are not already. New hires will be trained on how to use NCPA so they are aware of how to leverage our contract.
#35	Describe how you intend to train your national sales force on Region 14 ESC agreement.
Response	We would begin by announcing the program award in our internal company communique, "HTS CONNECT". This is an internal website we use to keep all company personnel up to date on company news. We would then implement a specific training outline for our sales and management teams and do companywide training for them. This is typically done over the internet through our state of the art training facility. Upon completion of this, the next step would be to do regional training for all offices and then implement this training into our company onboarding program for all new sales hires.
#36	Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions
Response	We agree to provide our logos to Region 14 ESC and they have permission to use our logo in marketing communications and promotions as long as they follow our style guide (provided with logo). Any questions about logo use can be directed to Meghan McConnell at meghan.mcconnell@hts.com or 832-328-1010.

<u>Administration</u>	
#38	Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
Response	We are currently a BuyBoard vendor. We implemented their program through the same notification and process we supplied in our answer to question # 31. Our contacts for each are: BuyBoard Stephanie Ferreira 512.505.2894 stephanie.ferreira@tasb.org
#39	Describe the capacity of your company to report monthly sales through this agreement



Response	We have a very detailed job by job report we deliver through our softwares (WennSoft, TRAX) that we are able to provide by office, by region, by month, etc.
#40	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, etc. for each eligible agency.
Response	We have a very detailed job by job report we deliver through our softwares (WennSoft and TRAX) that we are able to provide by office, by region, by month, etc. Our software is fully customizable to allow us billing to match our client's needs.
#41	Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies
Response	We have implemented an online service where clients can go to fill in the required information and it will immediately implement an action on our side to contact them and set up the requested service. We also have an energy service where the customer will be able to enter their usage information and we will be able to show them dashboards to aid them in decision making regarding upcoming projects.

<u>Green Initiatives</u>	
#42	Please provide your company's environmental policy and/or green initiative.
	At this time, we do not have a fully green initiative in place. We do however have a recycling program in place for our paper usage. We have removed disposable cups, utensils, and plates from our facilities and have purchased reusable cups/mugs/utensils for employee use. We have switched our technicians from using paper forms to digital forms, and we have team who will create digital forms for their use as needed. Most of our facility lights are on motion-sensors and turn off when there is no activity.

<u>Vendor Certifications (if applicable)</u>	
#43	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.
	<p>http://engineers.texas.gov/search.php</p> <p>Brandon Damas, PE, HFDP, BEMP, BEAP, LEED AP BD+C Senior Account Manager brandon.damas@hts.com Dallas Office 1625 Wallace Drive, Suite 120, Carrollton, Texas 75006</p> <p>Kimberly Thompson 3350 Yale St. Kimberly.Thompson@hts.com License # 90324</p> <p>Air Conditioning Licenses</p> <p>DONOVAN, CHRISTOPHER M HEAT TRANSFER SOLUTIONS, INC 3350 YALE ST HOUSTON TX 77018</p>



	<p><i>Mike.donovan@hts.com</i> Air Conditioning/Refrigeration Contractor License #: TACLA00054692C Phone: (832) 328-1010</p>
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Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Demand Response	Monetizing facility assets (generators, HVAC, process and equipment) through curtailment of KW when called upon.
Supplier Name(s)	Incite Energy
Cost	Real time metering box \$1,500 one-time fee and \$4 per meter/account per month. Additional costs might be incurred if remote (automated) control of load is necessary. No upfront costs is incurred by participant
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Produces revenue stream and/or cost savings for participant
Reporting	Real time reports available and a quarterly report on ability to participate in demand response programs
Estimated Lead Time for installation	1 week – 3 weeks depending on the Market/State and complexity of demand response installation (i.e. auto DR or not)
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Demand Response provides revenue to customer for reducing energy at peak time and/or when grid emergency is imminent. Participant paid REGARDLESS if called to curtail load or not. Participant acts as “insurance policy” against grid failure
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	20%
Reasonable Expected GM (%)	60-85% of ERCOT GROSS payout paid to participant depending upon load size and complexity of curtailment.
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Variable Refrigerant Flow, Multi-Split Type Air Conditioners
Brand Name(s)	Daikin
Heating Medium (Electric, Gas, Steam, Hot Water)	DX (Heat Pump, Heat Recovery)
Cooling Medium (DX, Chilled Water)	DX
Capacity Range (CFM and/or MBH)	Scalable systems – 6 Tons and up
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Houston, TX and other locations world-wide
Range of Efficiencies	Up to 4.41 COP
Estimated Market Share (North America)	> 50%
Provide example data on each type of product provided	http://www.daikin.com/products/ac/lineup/vrv/index.html
Detail Features & Benefits	http://www.daikinac.com/content/commercial/vrv/vrv-iv/
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off of List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Central Plant Efficiency / Efficient equipment solutions / Building Systems Efficiency HTS / ASHRAE BEQ	
Product Information	
Type	HVAC System Optimization
Brand Name(s)	Exhaustive Search Optimization Program (ExSOP)
Description	ExSOP provides optimal HVAC system performance and control through the use of an exhaustive search algorithm which utilizes building envelope, equipment performance characteristics/models and system performance variables. ExSOP identifies the combination of setpoints, equipment sequences and conditioned-space parameters that result in the lowest energy input and/or lowest instantaneous cost of production.
Deployment	<ol style="list-style-type: none"> 1. ExSOP can be deployed as complete automation PLC control panel, on a server integrated into an existing building automation system and/or a virtual system. 2. There are NO annual fees and/or additional costs to utilize, access or deploy ExSOP.
Features Provided	<ol style="list-style-type: none"> 1. <u>Predictive and Dynamic Performance Indicators and Alarming.</u> ExSOP provides predictive and dynamic performance indicators. This is continually calculated in real time, and is presented in the form of 'Target', predicted output, and 'High Alarm' performance levels for the system and per piece of equipment. These values are continually compared to the real time levels. As the real time energy performance levels exceed the target and/or high alarm values, alarms and notices are provided. 1. <u>Custom Report and Trending Generator.</u> A customizable report generator, that is located on the project site, provides the ability to generate reports that provide valuable performance summary information, selectable time period measurement and verification and informs specific operational needs. 2. <u>Custom plant 3-D graphics and Graphical User Interfaces.</u> Graphics that present system and equipment energy and performance data, trending, alarms and set point over rids and operational mode selection. 3. <u>Measurement, Verification, Analytics and Enhanced Visibility.</u> The custom report generator and the non-static predictive performance indicators provide enhanced visibility into operations and equipment to foresee challenges that may impact performance, reliability, and lifecycle costs. This enables the stakeholders to identify, target, and



	<p>implement proactive and preventative responses (such as preventative equipment maintenance) to ensure optimized performance is sustained.</p> <ol style="list-style-type: none"> 4. <u>Complete Onsite Solution</u>. All data, hardware and software are located on the project site. This ensures that all required stakeholders have continual access and transparency to ExSOP. The internet is only used for data back-up, remote access to provide service or support or to view performance and front end graphics while off site. 5. <u>Scalability</u>. Equipment models can seamlessly be added to and/or removed from ExSOP to accommodate changes in your building operations. ExSOP can evolve with your needs without having to redo and replace entire infrastructures and incur unnecessary costs. In addition, ExSOP is able to accommodate equipment downtime (for maintenance, replacement, etc.) and can optimize systems around the down piece of equipment. Once the equipment is back online, the equipment will be re-included into ExSOP. 6. <u>Real-time Baseline Performance</u>. ExSOP calculates and displays the actual calculated baseline performance and or a defined baseline (i.e. ASHRAE, code compliant, etc.). This provides an active tool to instantly verify performance and savings. 7. <u>Balancing Plant Reliability and Energy Performance</u>. Parameters that are specific to equipment and served loads are built into the models. This enables ExSOP to account for the required critical variables, such as minimum flows to be maintained, temperatures, allowable temperature ranges, etc. to ensure system reliability. 8. <u>Diverse Equipment and Operations</u>. ExSOP is designed to handle diverse equipment and goals that are commonly found in HVAC systems. Since ExSOP utilizes equipment models and an exhaustive search method, ExSOP is best suited to optimize systems that have varying sizes and equipment capacities, varying equipment models, varying fuel sources, contain a mix of constant speed and variable speed equipment, utilize various operational modes (such as free cooling, cogeneration, etc.) or implement a demand response/curtailment program.
<p>Services Provided</p>	<ol style="list-style-type: none"> 1. Performance Guarantee (optional) 2. Energy Performance, Engineering, and Lifecycle Cost Analysis. 3. Turn-Key Deployment. 4. On Site Commissioning and Functional Performance Testing 5. Submittal and As Built Packages 6. On site Owner Training Sessions 7. Service Contracts



Estimated Lead/Delivery Time	Depends on deployment scope and scale
Location of Manufacturing (City, State or Country)	N/A
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Building metering platforms and energy data gathering solutions	Gathers billing data from utilities via EDI and other methods in order to deliver a platform that can be used to view and run reporting on an enterprise level.
Supplier Name(s)	Incite Energy
Cost of Analysis	\$4.00/per meter per account
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Ability to audit for accuracy and report on key items for management decision making
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	3 days to 1 week depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy rate, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	HTS gathers billing data from utilities via EDI and other methods in order to deliver a platform that can be used to view and run reporting on an enterprise level.
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	20%
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



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Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	
HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Water Source Heat Pump Units
Brand Name(s)	Daikin Applied
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric, Geothermal
Cooling Medium (DX, Chilled Water)	Electric, Geothermal
Capacity Range (CFM and/or MBH)	1/2 Ton through 35 Tons
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-10 weeks depending on product size and features



Location of Manufacturing (City, State or Country)	Auburn, NY
Range of Efficiencies	Up to 22.2 EER
Estimated Market Share (North America)	25%
Provide example data on each type of product provided	http://www.daikinapplied.com/water-source-heat-pumps.php
Detail Features & Benefits	https://www.hts.com/texas/manufactureur/daikin-applied/?l=houston
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Heat Recovery Water Heaters
Brand Name(s)	Daikin Applied – Templifier®
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric (Heat Recovery)
Cooling Medium (DX, Chilled Water)	Chilled Water
Capacity Range (CFM and/or MBH)	600 MBH up to 18,000 MBH
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 12-14 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Staunton, VA
Range of Efficiencies	Up to 5.0 COP
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	https://oslo.daikinapplied.com/api/daikindocument/DownloadDocumentByName/Doc100/Centrifugal%20Chiller%20Brochure%20Daikin%20ASP%2031-435LR.pdf/
Detail Features & Benefits	https://oslo.daikinapplied.com/api/daikindocument/DownloadDocumentByName/Doc100/Centrifugal%20Chiller%20Brochure%20Daikin%20ASP%2031-435LR.pdf/
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off of List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Building System Efficiency

Product Information

Type	Continual Commissioning of Building Systems
Brand Name(s)	Monitoring Based Commissioning (MBCx)
Description	Utilizing data to continually identify performance deficiencies and underperformance of building systems and equipment.
Deployment	MBCx is deployed on a server integrated into an existing building automation system.
Features	<ol style="list-style-type: none"> 1. Establishing benchmarks and targets for equipment and systems that consume electricity, water and/or gas. 2. Verification of energy efficiency initiatives. 3. Proactive identification of problems that impact equipment lifecycle cost and performance (Preventative Maintenance) 4. Data collection and analytics. 5. Facilitation of energy savings. 6. Automated Reporting. 7. Visibility into systems and operations.

Implementation and Process Flow	
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Services	<ol style="list-style-type: none"> 1. Turn-Key Deployment. 2. On Site Commissioning and Functional Performance Testing 3. Submittal and As Built Packages 4. On site Owner Training Sessions 5. Support Services 6. Service Contracts
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Provide example data on each type of product provided	Project specific data, features, services and modeling/analysis are available upon request.
Estimated Lead/Delivery Time	Depends on deployment scope and scale
Location of Manufacturing (City, State or Country)	N/A



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Variable Refrigerant Flow, Multi-Split Type Air Conditioners
Brand Name(s)	Daikin VRV - S
Heating Medium (Electric, Gas, Steam, Hot Water)	DX (Heat Pump, Heat Recovery)
Cooling Medium (DX, Chilled Water)	DX
Capacity Range (CFM and/or MBH)	Scalable systems – 6 Tons and up
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Houston, TX and other locations world-wide
Range of Efficiencies	Up to 4.41 COP
Estimated Market Share (North America)	> 50%
Provide example data on each type of product provided	http://www.daikin.com/products/ac/lineup/vrv/index.html
Detail Features & Benefits	http://www.daikinac.com/content/commercial/vrv/vrv-iv/
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off of List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Electricity production from renewable energy sources	Solar, wind, geothermal, etc.
Supplier Name(s)	Incite Energy
Cost of Analysis	No upfront cost. Fees paid by suppliers
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Bill Management and Demand Response
Reporting	
Estimated Lead Time for Pricing	3 days to 1 week depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Source renewable energy and provide 100% green power via the purchase of renewable energy credits.
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	20%
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



Product/Services Specifications	
Effective Date: July 22 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	
Air Handling	
Product Information	
Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)	Custom Air Handling Units
Brand Name(s)	Haakon
Fan Types (e.g. Backward incline, Forward curve, airfoil)	All available – SWSI, DWDI, AF, BI, FC, Plenum
Capacity Range (CFM)	100 – 150,000 CFM
Heating Medium (Electric, Gas, Steam, Hot Water)	All available options – electric, steam, gas, hot water
Cooling Medium (DX, Chilled Water)	All available options - Chilled water, DX, Evaporative cooled
Standard Warranty (Parts & Labor)	1 year parts and labor
Optional Warranty (components covered & Labor)	Yes, this is available
Estimated Lead/Delivery Time	12-18 weeks depending on complexity and components
Location of Manufacturing (City, State or Country)	Cheney, WA and Kingston, ON
Estimated Market Share (North America)	Unknown
Provide example data on each type of product provided	Submittals available on request
Detail Features & Benefits	Custom air units, configurations, non-standard materials and components, high CFM's, tight fit custom dimensions, tear down kit units, higher CFM energy recovery units
Pricing Information	
Discount Off Catalog/Price List (%)	10% off list price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



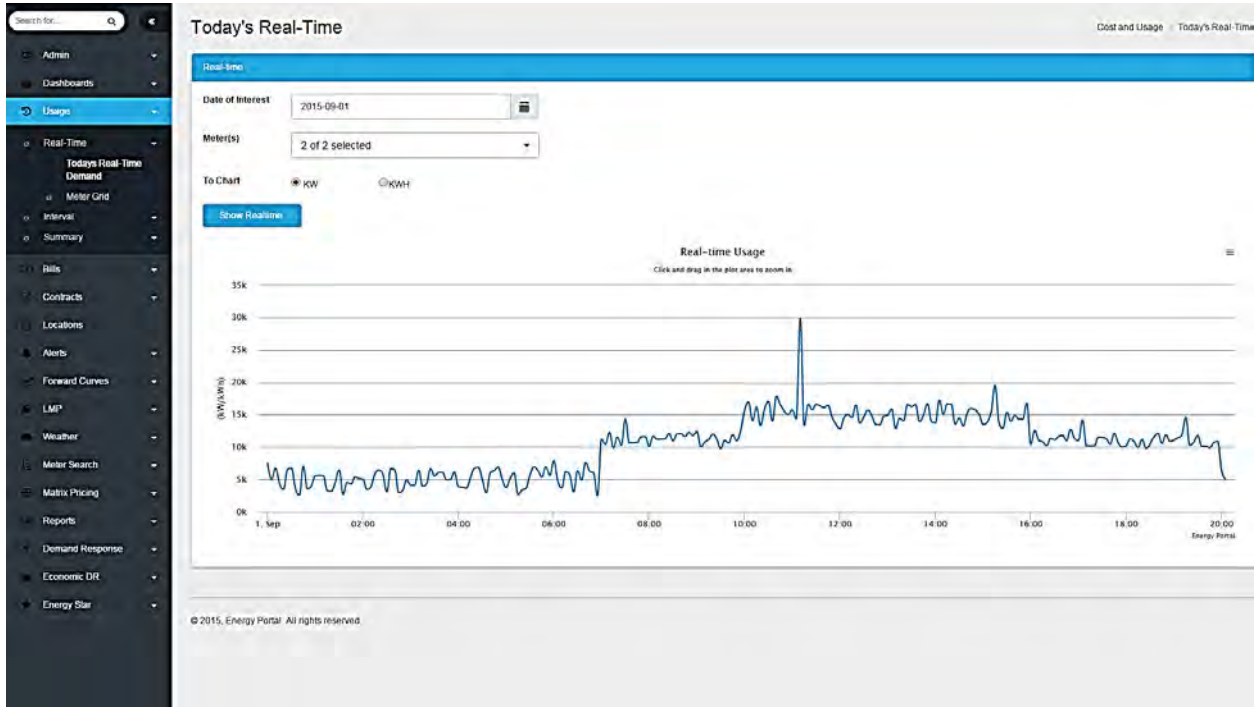
Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Operational efficiency and performance based services	Energy Analytics Software and account representatives provide recommendations on how to run more efficiently
Supplier Name(s)	Incite Energy
Cost of Analysis	No upfront cost. Fees paid by suppliers
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Monitors both real time and historical energy demand Manages energy efficiently, in real time, across facilities Maximizes savings in both peak load and off-peak energy costs Enables analysis to reduce facility energy related operating costs
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	1 week – 3 weeks depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy demand rates, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Real-Time Energy Data Analytics	Informs energy strategy and tactical decision making
Supplier Name(s)	Incite Energy
Cost of Analysis	Real time metering box \$1,500 one-time fee and \$4 per meter/account per month
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Monitors both real time and historical energy demand Manages energy efficiently, in real time, across facilities Maximizes savings in both peak load and off-peak energy costs Enables analysis to reduce facility energy related operating costs
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	1 week – 3 weeks depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy rate, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	n/a
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a





Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Thermal Storage Systems
Brand Name(s)	PhaseChange Energy Solutions (Formerly Fafco)
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	Water
Capacity Range (CFM and/or MBH)	Custom
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 12 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Chico, CA
Range of Efficiencies	N/A
Estimated Market Share (North America)	25%
Provide example data on each type of product provided	https://www.hts.com/texas/manufacture/phase-change-energy-solutions/?l=austin
Detail Features & Benefits	https://www.hts.com/texas/manufacture/phase-change-energy-solutions/?l=austin
Pricing Information	
Discount Off Catalog/Price List (%)	10% off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Continual
Name of Person Completing Form:	

Modeling & Optimization	
Product Information	
Type	HVAC System Optimization and Modeling
Brand Name(s)	Exhaustive Search Optimization Program (ExSOP)
Description	ExSOP provides optimal HVAC system performance and control through the use of an exhaustive search algorithm which utilizes building envelope, equipment performance characteristics/models and system performance variables. ExSOP identifies the combination of setpoints, equipment sequences and conditioned-space parameters that result in the lowest energy input and/or lowest instantaneous cost of production.
Deployment	<ol style="list-style-type: none"> 1. ExSOP can be deployed as a complete automation PLC control panel, on a server integrated into an existing building automation system and/or a virtual system. 2. There are NO annual fees and/or additional costs to utilize, access or deploy ExSOP. 3. Built on Tridium's Niagara AX framework and able to integrate with any other building systems via open protocols.
Features	<ol style="list-style-type: none"> 1. System and equipment target (predicted output) and high alarm performance indicators and alarming. 2. Customizable automated reporting and trending. 3. Custom plant 3-D graphics and graphical user interfaces. 4. Measurement, verification, analytics and enhanced visibility into operations and equipment to foresee challenges that may impact performance, reliability, and lifecycle costs. 5. Complete onsite solution as all data, hardware and software are located on the project site. 6. Scalable solution as equipment models can seamlessly be added to and/or removed from ExSOP to accommodate changes in building operations and maintenance. 7. Real-time baseline performance to instantly verify performance and savings. 8. Balances plant reliability and energy performance by utilizing parameters that are specific to equipment and served loads to account for the required critical variables, such as minimum flows to be maintained, temperatures, allowable temperature ranges, etc. to ensure system reliability. 9. Designed to handle diverse equipment and operations that are commonly found in HVAC systems. 10. Annual energy or cost savings from 20% to 50% over baseline have been achieved. Project results and savings are project specific.



Services	<ol style="list-style-type: none"> 1. Energy Efficiency Agreements, Financing, and Performance Guarantees 2. Energy Performance, Engineering, and Lifecycle Cost Analysis. 3. Turn-Key Deployment. 4. On Site Commissioning and Functional Performance Testing 5. Submittal and As Built Packages 6. On site Owner Training Sessions 7. Support Services 8. Service Contracts
Provide example data on each type of product provided	Project specific data, features, services and modeling/analysis are available upon request.
Estimated Lead/Delivery Time	Depends on deployment scope and scale
Location of Manufacturing (City, State or Country)	N/A
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A



Value Add - Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	EES Consulting
Name of Person Completing Form:	

Product Information	
Comprehensive Assessment	Detailed inventory of each measure as a whole, entire facility
Energy Efficiency Measures	Lighting, windows, roofing, water conservation, CHP, Solar, PFC, Refrigeration, and Building OS
Pricing	\$0.10 per square foot of facility
Proposal details	Detailed proposal for all measures including turnkey pricing, estimated annual savings, and available rebates.
Estimated timeframe	3-4 weeks from initial walkthrough to proposal completion
Provide example data on each type of product provided	Provided as needed
Detail Features & Benefits	Provided as needed
Pricing Information	
Discount Off Catalog/Price List (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Continual
Name of Person Completing Form:	

Central Plant Efficiency	
Product Information	
Type	HVAC System Optimization and Modeling
Brand Name(s)	Exhaustive Search Optimization Program (ExSOP)
Description	ExSOP provides optimal HVAC system performance and control through the use of an exhaustive search algorithm which utilizes building envelope, equipment performance characteristics/models and system performance variables. ExSOP identifies the combination of setpoints, equipment sequences and conditioned-space parameters that result in the lowest energy input and/or lowest instantaneous cost of production.
Deployment	<ol style="list-style-type: none"> 1. ExSOP can be deployed as a complete automation PLC control panel, on a server integrated into an existing building automation system and/or a virtual system. 2. There are NO annual fees and/or additional costs to utilize, access or deploy ExSOP. 3. Built on Tridium’s Niagara AX framework and able to integrate with any other building systems via open protocols.
Features	<ol style="list-style-type: none"> 1. System and equipment target (predicted output) and high alarm performance indicators and alarming. 2. Customizable automated reporting and trending. 3. Custom plant 3-D graphics and graphical user interfaces. 4. Measurement, verification, analytics and enhanced visibility into operations and equipment to foresee challenges that may impact performance, reliability, and lifecycle costs. 5. Complete onsite solution as all data, hardware and software are located on the project site. 6. Scalable solution as equipment models can seamlessly be added to and/or removed from ExSOP to accommodate changes in building operations and maintenance. 7. Real-time baseline performance to instantly verify performance and savings. 8. Balances plant reliability and energy performance by utilizing parameters that are specific to equipment and served loads to account for the required critical variables, such as minimum flows to be maintained, temperatures, allowable temperature ranges, etc. to ensure system reliability. 9. Designed to handle diverse equipment and operations that are commonly found in HVAC systems. 10. Annual energy or cost savings from 20% to 50% over baseline have been achieved. Project results and savings are project specific.



Services	<ol style="list-style-type: none"> 1. Energy Efficiency Agreements, Financing, and Performance Guarantees 2. Energy Performance, Engineering, and Lifecycle Cost Analysis. 3. Turn-Key Deployment. 4. On Site Commissioning and Functional Performance Testing 5. Submittal and As Built Packages 6. On site Owner Training Sessions 7. Support Services 8. Service Contracts
Provide example data on each type of product provided	Project specific data, features, services and modeling/analysis are available upon request.
Estimated Lead/Delivery Time	Depends on deployment scope and scale
Location of Manufacturing (City, State or Country)	N/A
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	EES Consulting
Name of Person Completing Form:	

Product Information	
Intro Assessment	Tour facility and give high level retrofit recommendations
Energy Efficiency Measures	Lighting, windows, roofing, water conservation, CHP, Solar, PFC, Refrigeration, and Building OS
Pricing	\$0.02 per square foot of facility
Proposal details	Measure summary with savings ranges
Estimated timeframe	1-2 weeks from initial walkthrough to proposal completion
Provide example data on each type of product provided	Provided as needed
Detail Features & Benefits	Provided as needed
Pricing Information	
Discount Off Catalog/Price List (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Modular Fan Array Systems for New and Retrofit Air Handling Units
Brand Name(s)	AcoustiFLO
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	Applicable to any Airflow/CFM
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Warranties available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 8-10 weeks
Location of Manufacturing (City, State or Country)	Boulder, CO
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	http://www.htseng.com/default/products/PID877/resources/AcoustiFLO%20All%20Models%20Brochure.pdf
Detail Features & Benefits	http://texas.htseng.com/relinfostore/Productdetails.asp?id=247&ProductID=877
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	EES Consulting
Name of Person Completing Form:	

Product Information	
Single Measure Assessment	Inventory, recommendation and turnkey quote for measure
Energy Efficiency Measures	Lighting, windows, roofing, water conservation, CHP, Solar, PFC, Refrigeration, and Building OS
Pricing	\$0.03 per square foot of space for measure
Proposal details	Detailed inventory with recommendations, pricing (labor and material), available rebates, and estimated savings.
Estimated timeframe	2-3 weeks from initial walkthrough to proposal completion
Provide example data on each type of product provided	Provided as needed
Detail Features & Benefits	Provided as needed
Pricing Information	
Discount Off Catalog/Price List (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



Value Add– Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Pressure Independent Control Valves
Brand Name(s)	Danfoss AB-QM
Heating Medium (Electric, Gas, Steam, Hot Water)	Hot Water
Cooling Medium (DX, Chilled Water)	Chilled Water
Capacity Range (CFM and/or MBH)	N/A
Standard Warranty (Parts & Labor)	1 st Year Parts & Labor Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	6 to 8 Weeks
Location of Manufacturing (City, State or Country)	Ljubljana, Slovenia
Range of Efficiencies	N/A
Estimated Market Share (North America)	20%
Provide example data on each type of product provided	http://na.heating.danfoss.com/Content/fe077442-a037-49d2-ba0b-d047ddb1e666_MNU17532231_SIT209.html
Detail Features & Benefits	http://na.heating.danfoss.com/PCMPDF/AB-QM%20Brochure%20-%20VRA7A122%20-%206-12.pdf
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

Inverters	
Product Information	
Brand Name(s)	Danfoss
Capacity Range (HP)	1/4 HP thru 1880 HP
Standard Warranty (Parts & Labor)	1 st Year Parts & Labor Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	6 to 8 Weeks for standard commercial applications
Location of Manufacturing (City, State or Country)	Loves Park, IL & Milwaukee, WI
Estimated Market Share (North America)	35 – 45%
Provide example data on each type of product provided	http://www.danfoss.com/North_America/BusinessAreas/DrivesSolutions/Products/Frequency+Drives.htm
Detail Features & Benefits	http://www.danfoss.com/NR/rdonlyres/38CE5DE1-22DE-4713-8439-B07B44A14013/0/ViewableOnly_177R0166_CommonProduct_Overview_Web.pdf
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Airflow Valves / Controls for Laboratories and Healthcare Facilities
Brand Name(s)	Triatek
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	N/A
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-8 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Norcross, GA
Range of Efficiencies	N/A
Estimated Market Share (North America)	15%
Provide example data on each type of product provided	http://triatek.com/venturi_valves.html http://triatek.com/hms1655_bacnet.html http://triatek.com/fms1655.html
Detail Features & Benefits	http://triatek.com/colleges.html
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Heat Recovery Coils, Wrap-Around Dehumidification Coils, Sensible Heat Recovery Systems
Brand Name(s)	Heat Pipe Technology
Heating Medium (Electric, Gas, Steam, Hot Water)	Refrigerant
Cooling Medium (DX, Chilled Water)	Refrigerant
Capacity Range (CFM and/or MBH)	500 cfm to 100,000 cfm
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 8-10 weeks
Location of Manufacturing (City, State or Country)	Tampa, FL
Range of Efficiencies	> 50% effectiveness
Estimated Market Share (North America)	40%
Provide example data on each type of product provided	http://www.heatpipe.com/HomePage2/HPTEngineerManual/Tab%202020-%20Products/PRODUCTS.pdf
Detail Features & Benefits	http://www.heatpipe.com/HomePage2/abouthpt/HeatPipes.html
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22 2020	
Name of Rep Firm:	Continual
Name of Person Completing Form:	
Building System Efficiency	
Product Information	
Type	Continual Commissioning of Building Systems
Brand Name(s)	Monitoring Based Commissioning (MBCx)
Description	Utilizing data to continually identify performance deficiencies and underperformance of building systems and equipment.
Deployment	MBCx is deployed on a server integrated into an existing building automation system.
Features	<ol style="list-style-type: none"> 1. Establishing benchmarks and targets for equipment and systems that consume electricity, water and/or gas. 2. Verification of energy efficiency initiatives. 3. Proactive identification of problems that impact equipment lifecycle cost and performance (Preventative Maintenance) 4. Data collection and analytics. 5. Facilitation of energy savings. 6. Automated Reporting. 7. Visibility into systems and operations.
Implementation and Process Flow	
Services	<ol style="list-style-type: none"> 1. Turn-Key Deployment. 2. On Site Commissioning and Functional Performance Testing 3. Submittal and As Built Packages 4. On site Owner Training Sessions 5. Support Services 6. Service Contracts
Provide example data on each type of product provided	Project specific data, features, services and modeling/analysis are available upon request.



Estimated Lead/Delivery Time	Depends on deployment scope and scale
Location of Manufacturing (City, State or Country)	N/A



Value Add – Product/Services Specifications

Effective Date: July 22, 2020

Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products

Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Indoor Packaged and Split Air Conditioning Units; 100% Outside Air Units
Brand Name(s)	United Cool Air
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric, Steam, Hot Water
Cooling Medium (DX, Chilled Water)	DX, Chilled Water
Capacity Range (CFM and/or MBH)	Custom – One (1) Ton to 70 Tons
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 8-10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	York, PA
Range of Efficiencies	N/A
Estimated Market Share (North America)	10%
Provide example data on each type of product provided	http://unitedcoolair.com/files/Full%20Line%20Brochure%20(1 14) printed.pdf
Detail Features & Benefits	http://unitedcoolair.com/files/Total-Installed-Cost-Advantages-Brochure(814).pdf
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Electricity and Natural Gas Procurement	Service includes management of energy spend in deregulated markets
Supplier Name(s)	NRG Energy, GDF Suez, Constellation, Direct Energy, Champion Energy Services
Cost of Analysis	No upfront cost. Fees paid by suppliers
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Bill Management and Demand Response
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	3 days to 1 week depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy rate, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	20%
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a



Value Add – Product/Services Specifications	
Effective Date: July 22 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Air Rotation Systems
Brand Name(s)	Johnson Air Rotation (Arizon Companies)
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric, Gas, Steam, Hot Water
Cooling Medium (DX, Chilled Water)	DX, Chilled Water
Capacity Range (CFM and/or MBH)	Up to 170,000 cfm
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 10-12 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	St. Louis, MO
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	http://www.johnsonairrotation.com/what-is-air-rotation/general-specifications/
Detail Features & Benefits	http://www.johnsonairrotation.com/advantages/
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Dehumidifiers utilizing Desiccant Wheels
Brand Name(s)	Munters
Heating Medium (Electric, Gas, Steam, Hot Water)	All
Cooling Medium (DX, Chilled Water)	All
Capacity Range (CFM and/or MBH)	Custom
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Selma, TX & Buena Vista, VA
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	https://www.munters.com/en/munters/products/dehumidifiers/drycool-erv/
Detail Features & Benefits	https://www.munters.com/en/about-us/energy-efficiency/
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Air Cleaning Systems
Brand Name(s)	Dynamic Air Quality Solutions
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	Applicable to any Airflow/CFM
Standard Warranty (Parts & Labor)	5 Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Warranties available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6 weeks
Location of Manufacturing (City, State or Country)	Princeton, NJ
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	http://www.dynamicaqs.com/commercial/index.php?option=com_phocadownload&view=category&id=36&Itemid=208
Detail Features & Benefits	http://www.dynamicaqs.com/commercial/index.php?option=com_content&view=article&id=97&Itemid=228
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A



Value Add– Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Air Cleaning / Purification Systems
Brand Name(s)	Global Plasma Solutions
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	Applicable to any Airflow/CFM
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-8 weeks
Location of Manufacturing (City, State or Country)	Savannah, GA
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	https://gpshvac.com/needlepoint-ionization/
Detail Features & Benefits	https://gpshvac.com/plasma-data/ ; https://gpshvac.com/ashrae-62/
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Tab 9 – Required Documents

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

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	Todd McCullough
Print Name	
Address	
City, State, Zip	Houston, Texas 77018
Authorized signature	<i>Todd McCullough</i>
Date	07/20/2020

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

Tx

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name _____

Address _____

City/State/Zip _____

Telephone No. 832.328.1010 _____

Fax No. 832.328.1460 _____

Email address todd.mccullough@hts.com _____

Printed name Todd McCullough _____

Position with company Principal _____

Authorized signature *Todd McCullough* _____

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>