

NCPA Proposal



Prepared for NCPA
on July 20, 2022

Submitted by,
Alexandra McConaghy
Account Manager



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Tab 1 - Master Agreement

General Terms & Conditions

Customer Support

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

Disclosures

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

Renewal of Contract

- ▶ Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms [CJ2] or



any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

- ▶ Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. [CJ3] A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - ▶ Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

- ▶ The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

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

Payments

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

Adding authorized distributors/dealers

- ▶ Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- ▶ Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.



- ▶ Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- ▶ All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

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

Warranty

- ▶ Proposal should address the following warranty information:
 - 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
- ▶ Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- ▶ Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

- ▶ Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

- ▶ Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

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 unlawful actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

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

Supplemental Agreements

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

Certificates of Insurance

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

Legal Obligations

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

Protest

- ▶ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received



by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant
- ▶ 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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; 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.

Termination

► 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.[CJ9]

Open Records Policy

► Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

► The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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



Contract Administration

- ▶ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

- ▶ The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- ▶ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

- ▶ Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

- ▶ Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

- ▶ New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

- ▶ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions



► Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

► While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

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. Contract award letter issued by Region 14 ESC is the counter- signature document establishing acceptance of the contract.

NCPA Administrative Agreement

► The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

► Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the



extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

▶ Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

▶ Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

Pricing (40 points)

- ▶ Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)



- ▶ Product Delivery within participating entities specified parameters
- ▶ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- ▶ Vendor's ability to perform towards above requirements and desired specifications.
- ▶ Past Cooperative Program Performance
- ▶ Quantity of line items available that are commonly purchased by the entity.
- ▶ Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- ▶ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ▶ Respondent Reputation in marketplace
- ▶ Past Experience working with public sector.
- ▶ Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- ▶ Additional Products/Services related to the scope of RFP
- ▶ Marketing and Training
- ▶ Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- ▶ Customer Service

Technology for Supporting the Program (7 points)

- ▶ Electronic on-line catalog, order entry use by and suitability for the entity's needs
- ▶ Quality of vendor's on-line resources for NCPA members.
- ▶ Specifications and features offered by respondent's products and/or services

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 Measurabl
 Address 707 Broadway Suite 1000
 City/State/Zip San Diego, CA 92101
 Telephone No. (619) 719 - 1716
 Fax No. _____
 Email address nicole@measurabl.com
 Printed name Nicole Carr
 Position with company CFO
 Authorized Signature Nicole Carr

Tab 2 - NCPA Administration Agreement

General Terms & Conditions

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Measurabl (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 02-144, 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 Software as a Solution for Infrastructure Projects;

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.[CJ1]
- ▶ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- ▶ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- ▶ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region



14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

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

Term of Agreement

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

Fees and Reporting

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

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



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

▶ Supplier^[CJ6] shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.^[CJ7]

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.^[CJ8]
- ▶ 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.^[CJ9]
- ▶ 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.[CJ10]

National Cooperative Purchasing Alliance:

Name: Matthew Mackel Title: Director, Business Development

Address: PO Box 701273, Houston, TX 77270

Signature: 

Date: September 1, 2022

Vendor:

Name: Nicole Carr Title: CFO

Address: 707 Broadway Suite 1000

Signature: *Nicole Carr*

Date: 9/7/2022

Tab 3 - Vendor Questionnaire

States Covered:

- As a global, ESG management platform, currently supporting over 13B square feet of real estate data, across 91 countries, Measurabl covers all 50 states and outlying US territories.

Minority:

- Measurabl is not MWBE or HUB certified.

Residency:



- Measurabl is headquartered in San Diego, CA with local support staff in satellite locations across North America.

Felony Conviction Notice:

- Measurabl is not owned or operated by anyone who has been convicted of a felony

Distribution Channel:

- *Manufacturer Direct* best describes Measurabl's distribution channel as our products and services are B2B

Processing Information:

- Sales Reports/Accounts Payable
 - Contact Person: Alexandra McConaghy
 - Title: Account Manager
 - Company: Measurabl
 - Address: 707 Broadway Suite 1000
 - City: San Diego
 - State: California
 - Zip: 92101
 - Phone: (619) 719-1716
 - Email: alexandra.mcconaghy@measurabl.com
- Purchase Orders
 - Contact Person: Jake Villarreal
 - Title: National Account Executive
 - Company: Measurabl
 - Address: 707 Broadway Suite 1000
 - City: San Diego
 - State: California
 - Zip: 92101
 - Phone: (619) 719-1716
 - Email: jake.villarreal@measurabl.com
- Sales and Marketing
 - Contact Person: Same as above
 - Title:
 - Company:
 - Address:
 - City:
 - State:



- Zip:
- Phone:
- Email:

Pricing Information:

- In addition to the current typical unit pricing furnished herein, the Vendor (Measurabl) agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - Pricing for NCPA participants on future product introductions will be based on the pricing model that is set at the time of release and will be published on our website.
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - No

Tab 4 - Vendor Profile

Company's official registered name

Measurabl, Inc.

Brief history of Measurabl

Measurabl is the world's most widely adopted ESG management platform for commercial real estate. We currently support over 80k buildings (over 13B square feet) on the platform in 90 countries and provide a single and easy to use tool that centralizes and consolidates all of the material ESG data points, relevant to RE owners and operators, so that they can effectively measure, manage, act, and report on their ESG performance to their relevant stakeholders.

Ever since Measurabl's inception in 2013, we have strived to create the industry's first true meter-to-market solution. This is being accomplished through Measurabl's growth strategy; differentiate our products beyond the competition, enter into new market segments, and expand globally. Measurabl is realizing this strategy through its Core SaaS product, ESG Data, Professional Services and the 2022 acquisition of Hatch Data, now renamed to Asset Optimization. ESG Data utilizes Measurabl's 13B square feet of actual real estate data, the largest and freshest on the market, Measurabl can



generate key ESG data points for lenders and debt owners to use in assessing their investments. Professional Services provides highly desirable ESG advisory services to fill the gaps with knowledge and expertise where the software cannot. Finally, Asset Optimization provides more granularity into real-time data on a site level and completes Measurabl's vision of providing a meter-to-market solution by extending our platform's functionality. The platform can capture real-time data, site-level insights, deliver project recommendations, and provide tools that directly help customers decarbonize their portfolios.

All in all, Measurabl has remained and still is the market leader because of its people, product, and customers. Our customers, leaders in ESG in real estate, directly contribute to the development of our product; allowing us to continually provide value to our customers and progress the ESG agenda for real estate. We are pleased to provide references from our esteemed client base to assist in your evaluation in **Tab 6**.

Company's Dun & Bradstreet (D&B) number

Measurabl Company Contacts

- Ben Mendelson, SVP Asset Solutions
 - Email: ben.mendelson@measurabl.com
 - Phone: 619-719-1716
- Scott Regan, Senior Customer Success Manager
 - Email: scott.regan@measurabl.com
- Jake Villarreal, National Account Executive
 - Email: jake.villarreal@measurabl.com
- Alexandra McConaghy, Account Manager
 - Email: alexandra.mcconaghy@measurabl.com

Measurabl Corporate Office Location

707 Broadway, Suite 1000, San Diego, CA 92101

Define your standard terms of payment.

Measurabl's standard terms of payment is Net30 from the issuance of the invoice.



Who is your competition in the marketplace? What differentiates your company from competitors?

We have a number of competitors in the marketplace and I've provided a competitive analysis against three of them: Goby x Conservice, Schneider Electric, & Engie Impact.

Schneider Electric

Large organization with many solutions, none of which are wholly focused on ESG; notable gaps include certification tracking, GRESB support, ESG services, and more.

Please refer to **Figure 1.1** for a side by side feature comparison.

Measurabl is the real estate industry's **most widely adopted software** for collecting, analyzing, and disclosing ESG (environmental, social, governance) performance.

Measurabl Customers

"Measurabl takes the pain out of GRESB reporting. Due to its ease of use, we can focus less on reporting and more on running our business and launching investment initiatives."

- Hal Doueck,
GTIS Partners

"Partnering with Measurabl gives us the ability to capture and store data in one centralized digital platform, providing independent, accurate and auditable ESG data."

- Anna Durnford,
REI Plc

	Schneider Electric	Measurabl
Company Profile		
Offices	US, EU	US, UK, EU
Geographies Served	Global	Global
Market Adoption (# buildings, square feet)	45K, 9B	75k, 12B
Key Differentiators		
Software		
Asset-Level Certifications and Ratings		✓
Physical Climate Risk		✓
Portfolio & Site-Level Benchmarking		✓
End-to-End GRESB and CDP Reporting		✓
Asset-Level GHG Protocol Compliant		✓
API Integrations		✓
Compliance Monitoring		✓
ESG Document/ Policy Repository		✓
Site Manager Engagement		✓
Services		
ESG Policy Creating		✓
ESG Report Filing Support		✓
Regulatory Ordinance Filing		✓
ENERGY STAR Certification		✓
Property-Level Engagement		✓
Comparable Offerings		
Software		
Proprietary Software	Utility Data Meter Estimations	Portfolio & Site-Level Analytics
Utility Data Automation	Utility Data Quality Monitoring	ENERGY STAR Integration
Target Setting and Tracking	Utility Data Coverage and Completeness	Site Project Tracking
IoT Performance Monitoring	Geo-location	
Services		
Professional Services		

Visit measurabl.com for more information.
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Figure 1.1.

Engie Impact

Formerly "Ecova," Engie Impact is less focused on the real estate industry; some of their marquee clients include FedEx, Wholefoods, GE. More broadly, and similar to



Schneider, Engie as an organization is not primarily focused on ESG. Please refer to **Figure 1.2** for a side by side feature comparison.

Measurabl is the real estate industry's **most widely adopted software** for collecting, analyzing, and disclosing ESG (environmental, social, governance) performance.

ESG should be easy to understand and impactful inside and outside your organization. That's why Measurabl has built an ESG data hub that integrates proprietary, user-driven software and third party services at scale, empowering you to own your performance from meter to market.

See why more real estate professionals **choose Measurabl** than any other platform.

	Engie Impact	Measurabl
Company Profile		
Offices	US, UK, EU	US, UK, EU
Geographies Served	Global	Global
Market Adoption (# buildings)	60K	75K
Software		
Proprietary Software	✓	✓
Utility Data Automation		✓
Asset-level Certifications and Ratings	✓	✓
Utility Data Quality Monitoring		✓
Utility Data Coverage and Completeness		✓
Utility Data Meter Estimations		✓
Physical Climate Risk		✓
Portfolio & Site Level Analytics	✓	✓
Portfolio & Site Level Benchmarking	✓	✓
Target Setting and Tracking	✓	✓
Tenant- and Space-Level Tracking		✓
Site Project Tracking		✓
End-to-End GRESB and CDP Reporting		✓
Asset-Level GHG Protocol Compliant		✓
ESTAR Integration	✓	✓
API Integrations (eg Yardi, Arc, BREEAM)		✓
Compliance Monitoring		✓
Services		
ENERGY STAR® Certification		✓
Regulatory Ordinance Filing	✓	✓
Property Level Engagement		✓
ESG Report Filing Support		✓
Professional Services Offered	✓	✓
ESG Policy Creation	✓	✓

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Figure 1.2.

Goby

Organizations commonly switch from Goby to Measurabl in pursuit of higher data quality, reliable turn-around times, and more powerful automation and analytics. Goby's bottleneck lies in software deficiencies, in contrast, Measurabl is agile, proprietary SaaS which means all development is conducted in-house. This allows us to set aggressive targets, we release software enhancements every two weeks and launch new features every quarter at minimum.

Organizations that have switched include - AMLI Residential, GTIS Partners, Concert Properties, Franklin Street, Mastercard. More examples and case studies can be



supplied by request, a few of which include one of the largest multifamily owners in the southwest, the largest medical office owner in the US, and a prominent data center and life sciences owner on the west coast.

A testament to market response is reflected in our footprint - Measurabl serves ~7x the number of properties Goby serves, more information outlined in the deliverable attached. Please refer to **Figure 1.3** for a side by side feature comparison.

Measurabl is the real estate industry's **most widely adopted software** for collecting, analyzing, and disclosing ESG (environmental, social, governance) performance.

Former Goby Customers

*"Measurabl's data visualization tools have helped **increase employee engagement** around our sustainability. Having an **easily accessible way to see and understand trends, outliers, and patterns** has been imperative."*

- Dilan Cetinkaya,
Crown Reality Partners

*"Measurabl **takes the pain out of GRESB reporting**. Due to its ease of use, we can **focus less on reporting and more on running our business and launching investment initiatives**."*

- Hal Doueck,
GTIS Partners

	Goby/Conservice	Measurabl
Company Profile		
Offices	US	US, UK, EU
Capital Raised	\$5.5M	\$85M
Market Adoption (# buildings, square feet)	10K, 1.5B	70K, 12B
Key Differentiators		
Software		
Proprietary Software		✓
Asset-level Certifications and Ratings	Manual	Automated
Utility Data Quality Monitoring	Manual	Automated
Utility Data Coverage and Completeness	Manual	Automated
Utility Data Meter Estimations		✓
Target Setting and Tracking		✓
End-to-End GRESB and CDP Reporting	Manual	Automated
Compliance Monitoring		✓
Services		
Property Level Engagement	Manual	Automated
ESG Policy Creation		✓
Comparable Offerings		
Software		
Physical Climate Risk	Tenant and Space-Level Tracking	API Integrations
Utility Data Automation	Portfolio & Site-Level Analytics	Portfolio & Site-Level Benchmarking
ENERGY STAR Integration	Site Project Tracking	Asset-Level GHG Protocol Compliant
Services		
Regulatory Ordinance Filing	ESG Reporting Filing Support (+Fee)	Professional Services (+Fee)
ENERGY STAR Certification		

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Figure 1.3.

In summary, Measurabl is, by a significant margin, **the world's most widely adopted software platform built specifically for ESG and commercial real estate**. Adjacent offerings range from tech-enabled consultancies (e.g. Goby) to property and energy management firms offering less comprehensive sustainability add-on products. We are poised to meet growing ESG requirements and deliver the same service we provide to our long list of industry-leading customers with very similar profiles and objectives.



Provide Annual Sales for last 3 years broken out into the following categories: Cities / Counties, K-12, Higher Education, Other government agencies or nonprofit organizations.

We do not put this information directly into RFPs, as it is confidential, but you can reach out to Nicole Carr, CFO, at nicole.carr@measurabl.com and the following information can be provided by our Finance team upon request.

Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

In order to accurately project revenue for this agreement, Measurabl would need to know the following information:

- Number of buildings to be measured in each year
- Number of utility accounts in at each building that would be automated
- Any services that would be of interest

Describe how your company will market this contract if awarded.

Measurabl will market our partnership with NCPA through our various marketing channels (LI, Instagram, Website, Blog, various publications, etc.) in order to establish our ability to help the public sector reduce the carbon footprint of its built environment.

Describe how you intend to introduce NCPA to your company.

All new Measurabl clients are announced company wide through appropriate channels. NCPA's points of contact will be assigned a Customer Success Manager to ensure the success of implementation, onboarding, and training. NCPA will be assigned an Account Manager as a main point of contact for further support to assist with product feedback, renewals, and add-on services.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Measurabl markets its products via the website and if potential prospects have inquiries, they reach out to the Sales team in order to start a conversation. Measurabl assigned a



specific Account Manager to existing clients for renewals, expansion, or adding more services.

Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Measurabl maintains a best-in-class customer experience. Post-sale, we have a Customer Success Department under which several roles fall. You'll receive a dedicated Customer Success Manager, who is focused on onboarding you onto our SaaS platform in alignment with your ESG Goals. This person also keeps your team abreast of new functionality or other areas of the platform that may meet your overall ESG goals. Measurabl Customer Success Managers are either based in the United States or in Europe, depending on the client’s time zone to increase the number of available hours.

You'll also receive a dedicated Account Manager. This person is responsible for understanding your ESG goals and ensuring success not only with our existing SaaS and Service offerings, but considering your feedback and where we may be able to meet future goals/needs.

We also have a Support & Data Ops team responsible for ad-hoc how-to and technical inquiries. They ensure timely response for folks using the platform and also support our data automation feature.

General Questions

Describe how your digital and reporting tools minimize overall labor, costs and shorten process timeframes?

Measurabl reduces labor, costs, and process timeframes through:

- Automating and consolidating site level and utility data into one source of truth
- Streamlining the flow of data with other technologies/benchmarks/assessments through API integration (GRESB, Energy Star, USGBC, Measurabl’s Core API, etc.)
- Centralization of all material ESG data that reduce workflows and archaic transfers of data through Excel and email
- Unlimited users, along with different levels of user permissions, allows for ease of organization and collaboration
- Automatically generated on-demand portfolio, subgroup, and site-level reports



- Auto-populated Excel exports of all data within Measurabl for offline analysis and use
- Internal benchmarking provide operational insight into the assets that are performing the worst relative to the market, thus allowing for a more efficient use of resources and time
- For sites with Asset Optimization, gain real-time meter and/or equipment data with monitoring and alerts to get more granular site efficiency measures.

Is your digital platform and reporting tool interactive?

Yes. Measurabl’s platform includes interactive analytics, such as flexible peer benchmarking to find insights into building ESG performance.

Is your digital and reporting platform cloud based?

Yes.

Describe your mobile reporting capabilities and can it be read interactively on a smart phone?

Yes, as a browser based software, Measurabl users can access the software via any device & the Measurabl URL.

Describe if the reporting tool is translatable to other languages?

The platform is currently available in English and is in the process of being translated into German.

Does the system restrict private and public content?

Yes, Measurabl’s software only allows users to see what their role allows them to see. For example, role-based permissions for a Site Manager will limit the data the Site manager can see based on which sites they are allowed to access.

Does your digital tool platform utilize advance AI tools? If so, describe these tools and features.

Yes within Cohort Insights. [Cohort Insights](#) is Measurabl’s proprietary benchmark tool that draws timely and relevant information from our database of nearly 13 billion square



feet of commercial real estate and allows clients to compare its sites to those with similar characteristics, also known as peer groups or cohorts.

Benefits

- **Transparency:** Unlike current benchmarks, [the methodology](#) behind Measurabl's Cohort Insights is straightforward and easy to understand with the ability to compare and identify metrics that are material to its business and stakeholders.
- **Actionable:** Cohort Insights highlights the trends of top performers within each customized cohort (building type, size, location, year built, percentage of data coverage) to help clients better allocate its budget and efforts for improvement.

Additionally, the Asset Optimization offering leverages a robust library of logic to continuously monitor site performance and automatically identify energy, carbon, and operational savings Measures.

Is your platform 508 compliant?

Measurabl's Product Design team takes accessibility into account when designing our software. At this time, the products are not 508 compliant. We continue to look for ways to improve the customer's experience.

Describe how your digital and reporting platform help reduce carbon pollution, cut emissions, lower energy costs and aligns with providing cleaner energy.

Measurabl helps reduce emissions and costs by:

- Quality assuring utilities (gaps, overlaps, spikes, and dips) thus providing accurate into a site's performance
- Auto-calculating Scope 1 and 2 carbon emissions, with Scope 3 Tenant Emissions to be released this fall. For our GHG Calculation Methodology, please refer to the PDF located at the bottom of [this supporting document](#).
- Providing notifications of overconsumption via Data Quality Alerts. This can avert future overconsumption and unforeseen costs, thus reducing emissions
- Tracking improvement projects and comparing the improvements made against actual consumption efficiently assess a project's efficacy
- Tracking renewable energy usage and tying it to specific meters
- Setting targets to accurately track your progress to reaching a carbon reduction goal



- Automatically surfacing and focusing facility teams on highest value energy efficiency opportunities
- Identifying and eliminating costly site waste in less time
- Provide net-zero verification of DERs and carbon impact

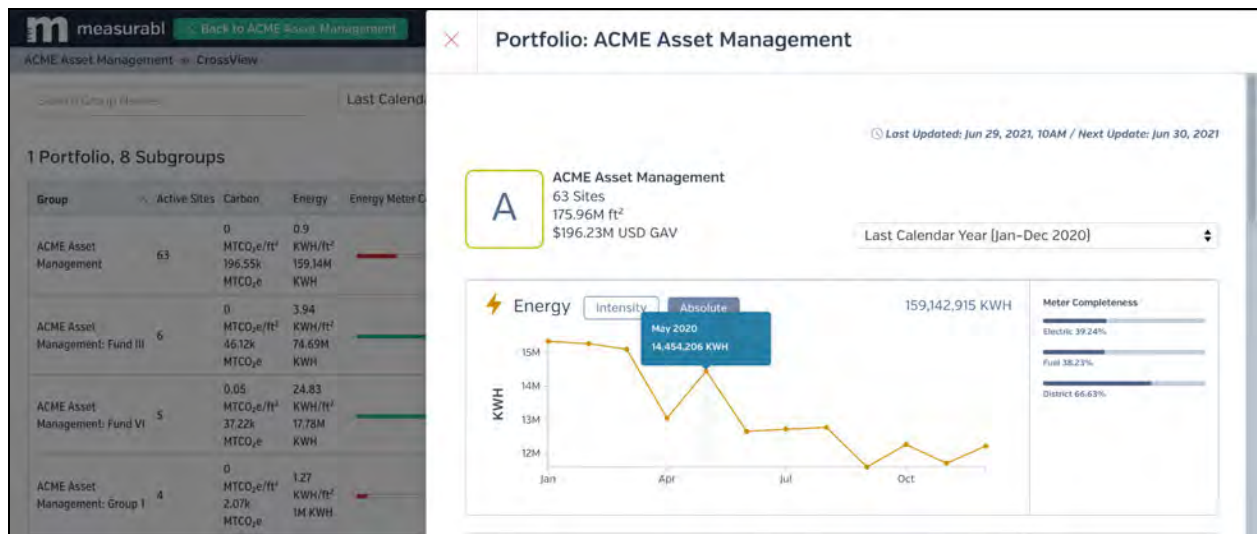
Describe any advanced features not requested above?

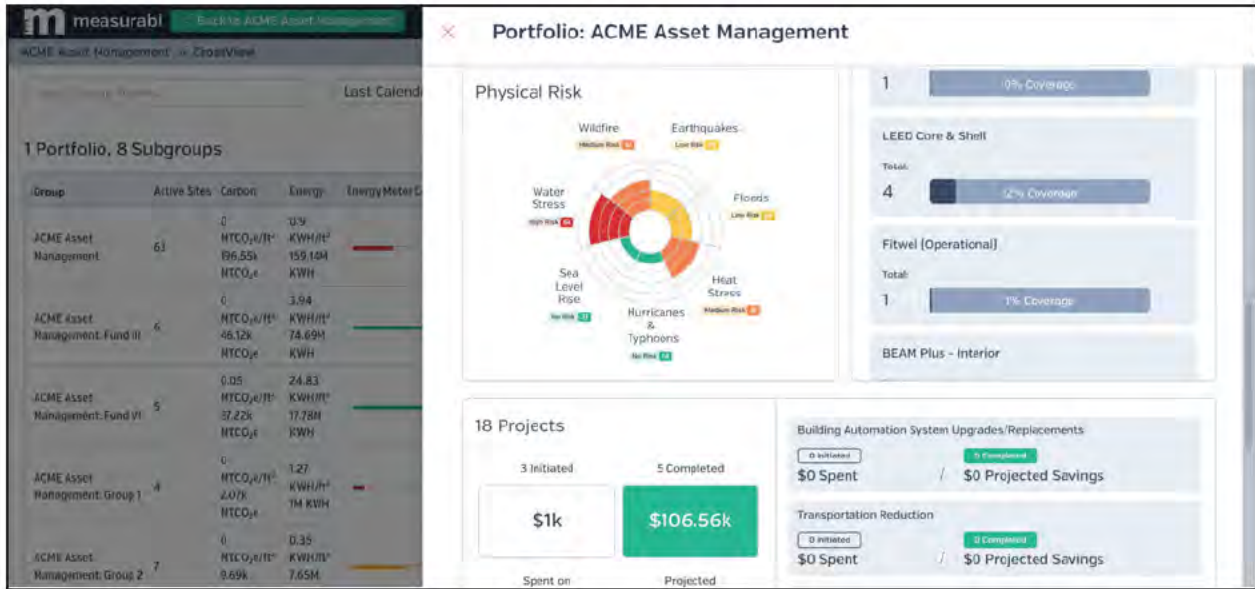
CrossView

CrossView provides a unified look at ESG metrics so users with multiple subgroups can easily spot data collection quality issues, profile sites to allocate resources for improvement projects, and identify which subgroups may be falling behind on data collection to prepare for an annual report. The ability to view multiple subgroups side by side provides insight into meaningful performance indicators to check each subgroups' performance instantly.

CrossView displays meaningful performance indicators from each portfolio and subgroup, including:

- Energy and water usage, meter completeness, and carbon output.
- Physical climate risk (for PCRX customers).
- Certification and rating status.
- Project status, spend, and expected savings.



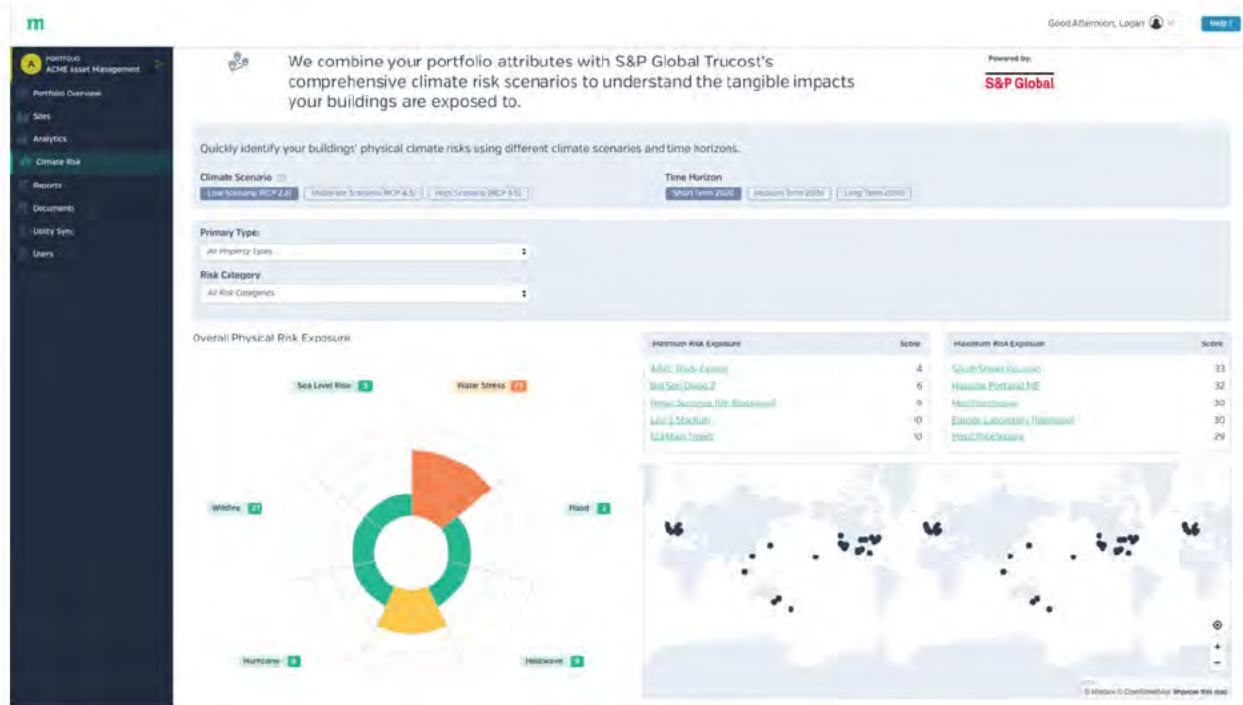


Crossview.

Physical Climate Risk (PCRX)

Measurabl's Physical Climate Risk feature can help clients to identify and understand the physical climate risks and opportunities across its portfolio for earthquakes and six different climate risk hazards including: floods, heat stress, water stress, hurricanes & typhoons, sea level rise, and wildfires.

Measurabl has partnered with [S&P Trucost](#) to provide the data via an API integration. All information is accessed in the Software alongside relevant ESG performance metrics and analytics.










PCRX Dashboard.

Energy Data Estimations

Data estimations allow clients to identify and fill missing gaps with estimated data, allowing for other analytics features to be more comprehensive. Estimations can be removed when actual data becomes available.



Meter Profile

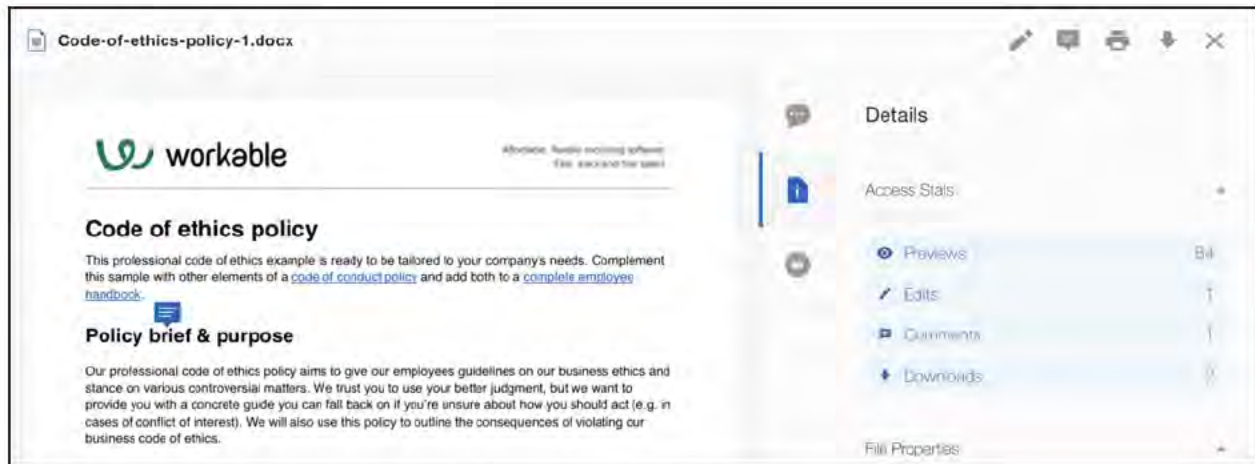
Period Start	Period End	Usage (kWh)	Spend (USD)	Demand (kW)	Demand Spend (USD)	Status	Data Estimates	Bills
Jul 1, 2021	Jul 31, 2021	268,210	\$14,731	-	-	✓ Synced	No	
Aug 1, 2021	Aug 31, 2021	313,343	\$16,124	-	-	✓ Synced	No	
Sep 1, 2021	Sep 30, 2021	246,271	\$0	-	-	✓ Synced	Yes	-
Oct 1, 2021	Oct 31, 2021	195,618	\$10,778	-	-	✓ Synced	No	
Nov 1, 2021	Nov 30, 2021	196,622	\$9,915	-	-	✓ Synced	No	
Dec 1, 2021	Dec 31, 2021	187,992	\$0	-	-	✓ Synced	Yes	-
Jan 1, 2022	Jan 31, 2022	172,807	\$10,805	-	-	✓ Synced	No	
Feb 1, 2022	Feb 28, 2022	171,932	\$8,107	-	-	✓ Synced	No	
Missing Data from Mar 1, 2022 to Apr 30, 2022 [61 days]						Add Estimate		
May 1, 2022	May 31, 2022	205,776	\$9,086	-	-	✓ Synced	No	

Data Estimations.

Document Repository

Real Estate Owners are increasingly expected not just to measure and disclose their environmental impact, but also their humanitarian impact. Policies, disclosure reports, and other written materials are crucial for measuring the social and governance aspects of ESG performance.

As opposed to storing these files across multiple locations, which can make documents difficult to manage and locate when it's time to report ESG metrics to benchmarks or directly to stakeholders, Measurabl customers leverage **Document Repository**: an accessible, centralized hub to track all ESG data, including information such as employee or tenant policies alongside environmental data. Users can share, download, comment on, and add tags, giving users the ability to easily search for documents and filter their results.



Document Repository.

Core API

Earlier this year, Measurabl launched a user-accessible API for the Core platform. This now allows customers to integrate Measurabl with external systems to automate the import and/or export of ESG data within the organization's wider tech stack. API documentation can be supplied upon request.

Technical Questions

Respondents are requested to describe policies, procedures, and standards that are established, documented, communicated, and applied within the organization for the following control types:

Application and Interface Security:

Measurabl defines and uses secure coding guidelines for application development. We utilize SonarCloud for static analysis of security flaws (OWASP top 10, SANS top 25), code smells, bugs, and test coverage. Code is tested with unit, integration and end to end testing where applicable. All code is reviewed prior to merge and deployment.

Our product supports role-based user access with specific permissions assigned to each role and we follow all best practices of the "principle of least privilege." We also can integrate with SSO tools & enable multi factor authentication for increased security.

Audit & Assurance:



Measurabl is currently going through the SOC 2 Type 2, and ISO 27001 audits through our third-party auditor, certifying that our security policies and controls continuously meet the highest industry standards. We will have SOC 2 compliance by the end of Q3 2022 and ISO compliance by the end of Q4 2022.

Business Continuity Management and Operational Resilience:

The purpose of Measurabl's business continuity plan is to prepare Measurabl systems in the event of extended service outages caused by factors beyond our control (e.g., natural disasters, man-made events), and to restore services to the widest extent possible in a minimum time frame.

All Measurabl IT systems that are business critical. This policy applies to all employees of Measurabl and to all relevant external parties, including but not limited to Measurabl consultants and contractors.

The following scenarios are excluded from the BC/DR plan scope:

- Loss of availability for a production hosting service provider (AWS)

In the event of a loss of availability of a hosting service provider, the engineering team and the Director of Operations will confer with the C level executives and Measurabl's legal team to determine an appropriate response strategy.

In the event of a major disruption to production services and a disaster affecting the availability and/or security of the Measurabl's office, senior managers and executive staff shall determine mitigation actions.

Change Management and Risk Management:

The change management / risk assessment process may be applied to all business processes, information, information systems, networks, devices, and information processing facilities that are owned or used by Measurabl applicants, employees, contractors, consultants, vendors, partners, and other users affiliated with Measurabl, or others using or accessing Measurabl networks and information systems.

Measurabl will ensure that risk management plays an integral part in the governance and management of the organization at a strategic and operational level. A risk management policy ensures that the company achieves its stated business and security goals and objectives.

Data Security & Privacy:

<https://www.measurabl.com/privacy-policy/>



Measurabl, Inc. (“**Measurabl**”) including its subsidiary Measurabl Limited based in the United Kingdom, is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Data (as defined below) we collect from users of our website, located at www.measurabl.com and our application located at app.measurabl.com, (collectively the “**Sites**”) and online services (“**Services**”). Please read the following information carefully to understand our views and practices regarding your Data and how we will treat it. This Privacy Policy was last updated on May 26, 2021.

We are in the process of having a data security statement added our site within the next 2 weeks.

Datacentre Security & Off-site Equipment Disposal:

We are a full SaaS environment utilizing AWS cloud for processing, storage and backups of sensitive data

Encryption & Key Management:

Passwords are stored using a pepper and one-way hash (bcrypt). Data is encrypted in transit using TLS 1.2 encryption method. Data is encrypted at rest using AES 256 encryption method.

Human Resource Background Screening:

Measurabl performs stringent background screening of all personnel/contingent workers before employment. If using offshore resources, the same standards apply as onshore resources? (e.g., background checks, role-based permissions, multi-factor authentication, physical controls on buildings, confidentiality agreements, least privileges, etc.)

Identity and Access Management:

Measurabl has a formal access policy that is reviewed by management on an annual basis. We utilize least privilege access when authorizing access to information and information systems. Role based access is deployed and customer/client data is segmented to reduce opportunities for unauthorized or unintentional misuse of information systems. We have an account management team conducting frequent account reviews including a review of the level of access users in the account obtain and accounts and/or users that have offboarded from Measurabl immediately lose access.



Information Governance Program:

Client information is not shared without permission.

Infrastructure & Virtualization Security:

Measurabl maintains a SaaS application and all of our infrastructure is hosted in the AWS cloud.

Interoperability & Portability:

Earlier this year, Measurabl released an API for its core product offering that allows the client to integrate the Core software to external applications.

Logging & Monitoring:

Measurabl continuously monitors information systems for continued compliance. Wazuh (SIEM) is used for network monitoring and intrusion detection. We also use DataDog for log collection and have policies in place to monitor, detect, and report security events/incidents.

Physical Data Location:

Data is stored in multiple secure data centers located within the same AWS region, us-west-2 region.

Security Incident Management, e-Discovery, & Cloud Forensics

We have a developed Incident Response Plan in place that is tested semi annually. These tests include real world situation tabletop exercises, and the findings are reviewed by our Data Security Committee.

Supply Chain Management, Transparency, and Accountability

Measurabl does not have a supply chain.

Threat & Vulnerability Management:



We conduct weekly scans against the systems that transmit, process and store confidential information. The results of those scans are reviewed and a remediation plan is in place to address the vulnerabilities that are found.

Universal Endpoint Management for any Endpoint Services:

We have a universal endpoint virus protection/anti malware management system that oversees all Measurabl's Enterprise endpoint devices in one location.

Safety

Describe your company's safety program.

- Since Measurabl, is a fully-remote company, we no longer have an on-site safety program.

Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

- Not applicable.

Green Initiatives (if applicable)

"As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative."

Measurabl takes Green Initiatives very seriously. We are currently GRI compliant, have an in-house ESG committee, various initiatives at our headquarters, and consistently volunteer to give back to the community and the planet.

Anti-Discrimination Policy (if applicable)

- Policies attached to submission email.

Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses,



registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Measurabl's Approach to Data Management (optional):

Measurabl can automate and streamline the collection of utilities straight from the providers themselves, as well as other asset-level data points such as certifications, ordinances, and physical climate risk data, in a myriad of flexible ingestion methods.

Once data is collected, Measurabl provides unparalleled data quality assurance, ensuring investment -grade data quality, coverage, and completeness.

Measurabl centralizes all material ESG data points (projects, certifications, audits, ratings) in order to provide a central hub where unlimited users can collaborate on all ESG initiatives.

Once all material data is consolidated, Measurabl provides a robust suite of trends and analytics to holistically understand site performance. This includes benchmarking, carbon calculations, KPIs, target setting/tracking, and year-over-year performance.

Once site performance has been understood, and goals set, Measurabl saves time and resources by automating and streamlining the reporting process. For internal purposes and communications with investors, we can generate on-demand sustainability reports for the portfolio, subgroup and site-level. For reporting to public assessments, Measurabl has a direct API integration with both the GRESB and CDP portals.

Tab 5 - Products & Services

Measurabl Core Software Application:



Asset-level Data Collection & Reporting

Pro

Premium

ENERGY STAR Integration



Site Report



Trend Analysis



Certification Tracking



Project Tracking



Portfolio-level Data Collection & Reporting

Pro

Premium

Subgroups



Portfolio Trends



e-Filing ESG Reports (GRESB, CDB)



Trend Analysis



ESG Data and Analytics

Pro

Premium

Carbon Emissions Calculations



Target Setting & Tracking



Document Repository



Cohort Insights



Data Estimations



CrossView



Compliance Monitoring



Data Automation

Pro

Premium

Utility Sync (Usync)

\$20/building/month
(includes 5

\$20/building/month
(includes 5



	accounts per building) or \$5/account/month	accounts per building) or \$5/account/month
Historical Bill Processing	\$5/bill	\$5/bill

ESG Data Quality	Pro	Premium
Data Completeness Monitoring	✓	✓
Automated Data Quality Alerts	✓	✓
Automated Error Resolution	✓	✓

Physical Climate Risk Exposure	Pro	Premium
PCRX	\$50/building/month (scaling down to \$8/building/month with volume)	\$50/building/month (scaling down to \$8/building/month with volume)

Enhanced Service-Level Agreements (SLAs)	Pro	Premium
Two-Factor Authentication (2FA)	✓	✓
Custom Onboarding	✓	✓
Single Sign-On (SSO)		✓

Notable Features of Measurabl Core:

Utility Sync

Utility Sync is Measurabl's utility data automation feature that will streamline the collection of utility data at the site level. The **Online Utility Sync** feature integrates with over 3,700 utility supplier web portals. To activate Utility Sync, users are instructed to



enter (i) utility portal login credentials and (ii) unique account numbers directly into Measurabl's Software. Measurabl will assist stakeholders that have the necessary login credentials and account numbers with activation of Online Utility Sync. Once accounts are activated, the tool extracts the following data points directly from the online utility provider portals on a monthly basis:

- Electricity consumption, demand, and spend
- Natural gas consumption and spend
- District heating/steam consumption and spend
- Water/Sewer consumption and spend

The Software will extract invoices directly from the online utility web portal and make them readily available in PDF format. In addition to bill extraction, Measurabl uses machine learning to identify anomalies within the data to ensure a high level of quality assurance.

Cohort Insights

[Cohort Insights](#) is Measurabl's proprietary benchmark tool that draws timely and relevant information from our database of 13 billion square feet of commercial real estate and will allow clients to compare its sites to those with similar characteristics, also known as peer groups or cohorts.

Benefits

- **Transparency:** Unlike current benchmarks, [the methodology](#) behind Measurabl's Cohort Insights is straightforward and easy to understand with the ability to compare and identify metrics that are material to its business and stakeholders.
- **Actionable:** Cohort Insights highlights the trends of top performers within each customized cohort (building type, size, location, year built, percentage of data coverage) to help better allocate its budget and efforts for improvement.

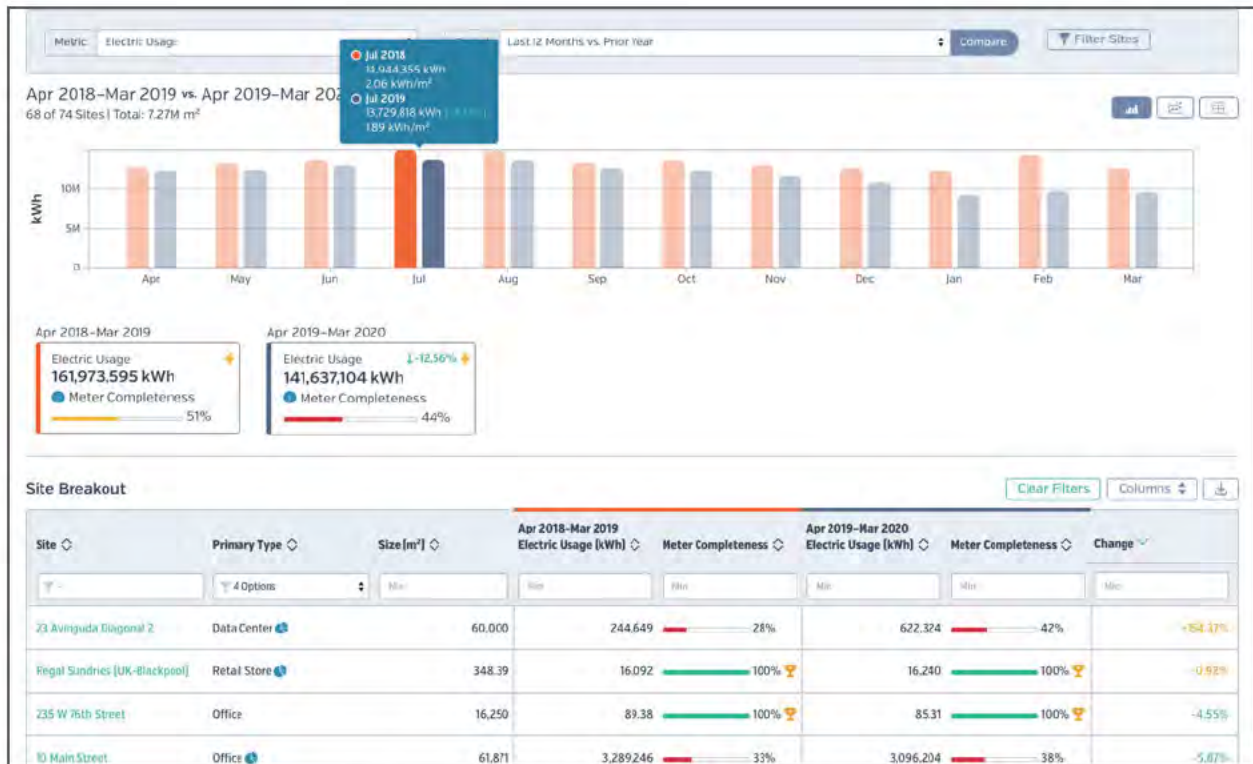


Example of a Cohort Insights Analysis.

Dashboarding & Reports

High level customizable analytics are readily available and exportable to provide a clear snapshot of ESG performance. These reports are configurable with custom periods, Site details and more to highlight performance across the Portfolio or subgroups.

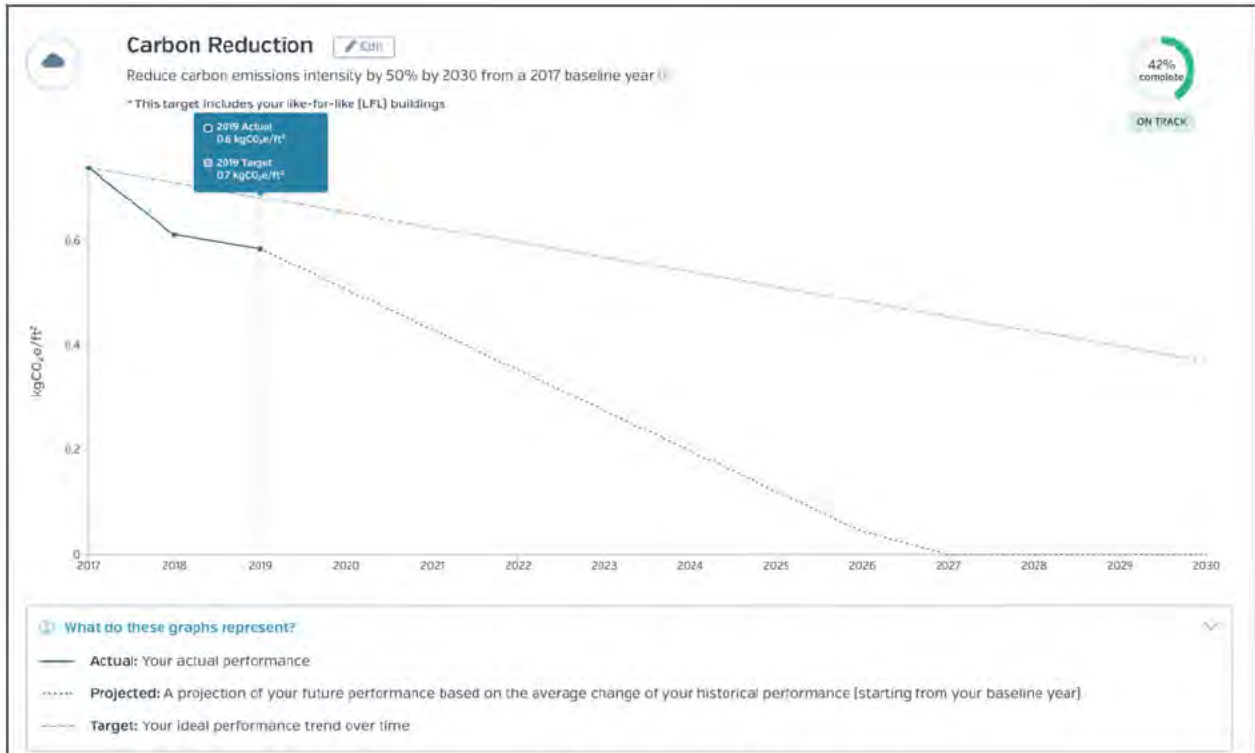
All data can be displayed in a graphically compelling dashboard to enable meaningful analysis of one or more Sites as well as Portfolio level analysis. Dashboarding ranges from Portfolio level (Portfolio Overview/Trends, Sites, Targets, Activity Log, Physical Climate Risk, GRESB) as well as Site level displays (Site Overview/Trends, Data Quality Alerts, Certifications/Ratings, Projects/Audits, Meter Overview).



Example of a Portfolio Trends Dashboard.

Target Tracker

Measurabl's Target Tracker will enable clients to set absolute or intensity-based Targets while tracking the progress of performance against the specific goal (e.g. Science Based Targets). Clients can add any number of Targets across its Portfolio for energy, water, carbon, and waste diversion.



Example of a Target set in Measurabl

The x-axis represents the duration of the Target period from the baseline year to the Target year. The y-axis indicates the Target's metric units (kWh, therms, MTCO₂e, etc.) and the Target type (intensity-based or absolute).

The Target graph is composed of 3 lines:

- **Actual Performance** which is the Portfolio's actual usage plotted from the baseline year to the current year.
- **Projected Performance** which is the projection of the portfolio's performance based on the average annual change of its historical performance, starting from its designated baseline year.
- **Target Performance** highlighting the ideal performance, calculated by taking the difference between the portfolio's Target and baseline performance, then dividing it by the number of years within the Target period.



Measurabl Asset Optimization:

Meter	Equipment
The meter-data solution includes granular tracking, reporting, and analysis of utility interval meter or submeter data.	The equipment-data solution includes real-time monitoring, reporting, and analysis of connected building systems data.

Visualization & Reporting	Meter	Equipment
Site Performance Dashboard	✓	✓
Group Performance Comparisons	✓	✓
Trend Analysis	✓	✓
Equipment Triage Tools and Diagnostics		✓
Energy Budget Tracking		
Variance Reporting		

Diagnostic & Prediction	Meter	Equipment
Weather-Adjusted Baselines	✓	✓
EUI/Baseline Portfolio Comparison	✓	

Measure Workflow	Meter	Equipment
Measures Management through Implementation Workflow	✓	✓
User-entered Projects	✓	✓
Notifications of New Measures & Measure Assignment	✓	✓
Mobile Application (iOS)	✓	✓



Measure Identification	Meter	Equipment
Schedule-Optimization Measures	✓	✓
Equipment Measures		✓
Real-time Alerts	✓	✓

Core Features	Meter	Equipment
Unlimited Buildings	✓	✓
Unlimited Users	✓	✓
Data Quality/Presence Monitoring & Notification	✓	✓
Self-Serve Administration	✓	✓

Optional Add-On	Meter	Equipment
Building Automation System Data Sync		<i>Optional</i>
Corporate SSO Support	<i>Optional</i>	<i>Optional</i>
Advisory Services	<i>Optional</i>	<i>Optional</i>

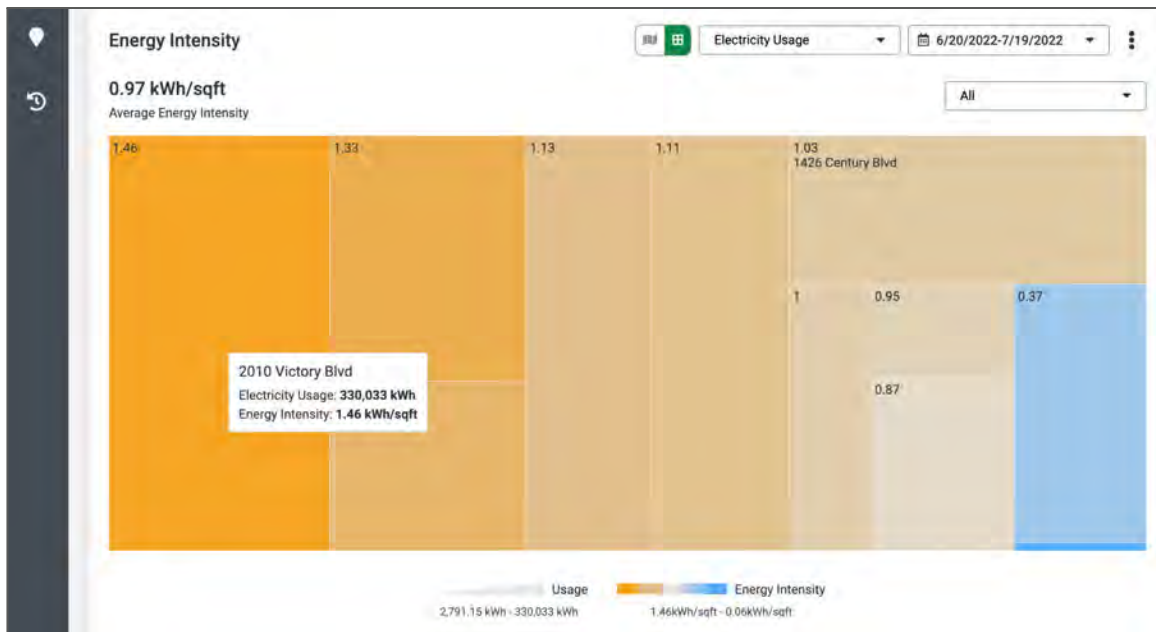
Asset Optimization connects with eligible utility meters, sub-meters, building automation, and 3rd-party sensors to establish a consistent and regular source of truth. The platform collects, validates, normalizes, maps, and delivers high quality trend information through specialized applications for energy managers, operators, and can be a valuable tool for service providers. Tailored web and mobile applications automate and streamline the process of identifying, implementing, and verifying energy reduction opportunities.

Performance

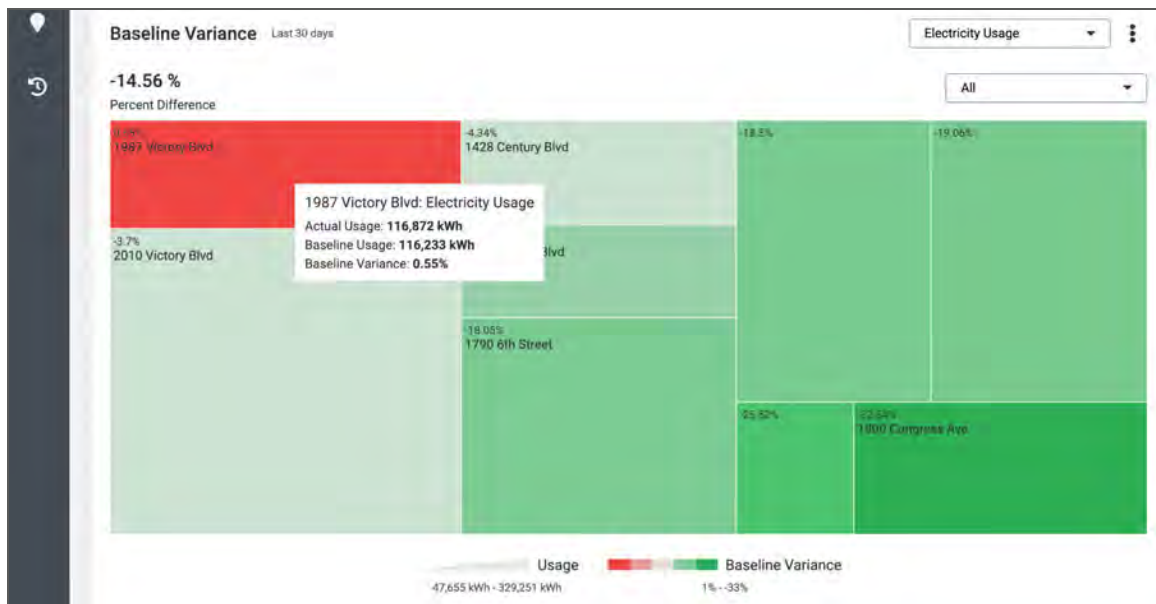
Asset Optimization provides quick, one-click views of site operating performance, encompassing all commodities, baselines and detailed energy information, in a



consistent format across sites and areas. The platform allows clients to Identify, track, and report energy budgets and variances across a portfolio.



Example Energy Performance Dashboard in Asset Optimization.



Example Variance Dashboard in Asset Optimization.

Real-Time Data & Analytics

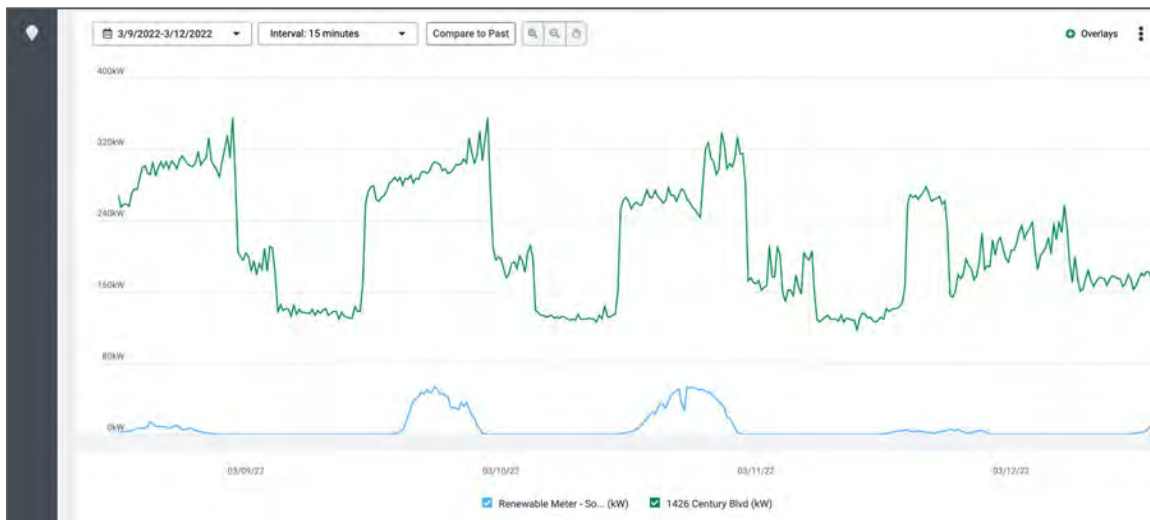
- Mobile & web access to real-time commodity and weather interval data



- Hourly baselines to compare consumption to previous performance & manage variance in real-time



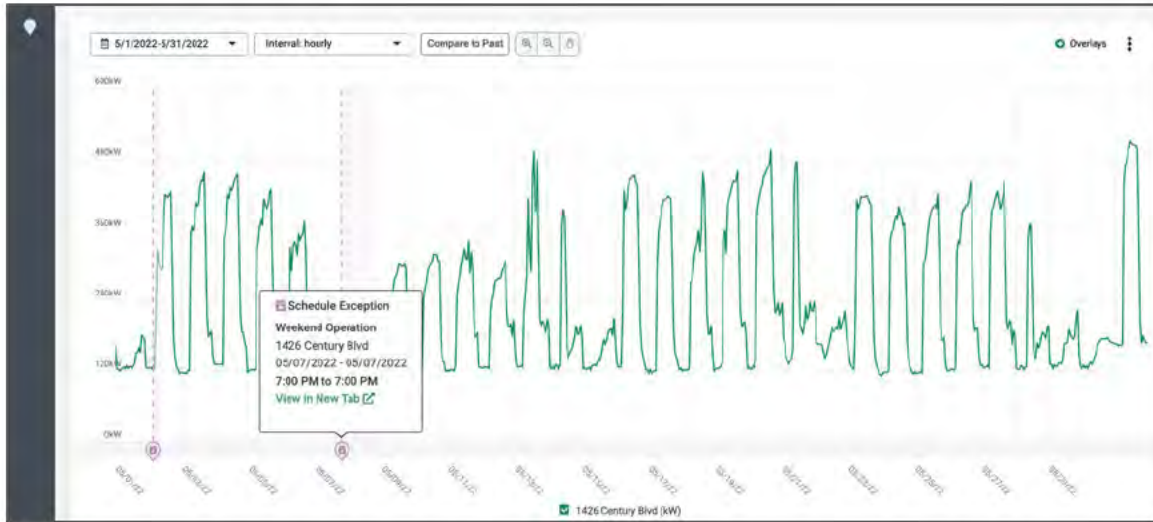
- Threshold alerting to manage demand
- Automate, collect, and verify site data to support sustainability initiatives



- Provide net-zero verification of DERs and carbon impact

Measures

- Automatically identified opportunities to improve site performance



- Mobile & web workflow tools to manage measure implementation

Status	Date identified	#	Measure Name	Location	Available Cost	Owner
Implemented	03/08/2020	22	Review GHV Valve Logic	Office Z	\$1,175	Anna Betts
Implemented	02/20/2020	7	Delay Building Start-Up Time	Office C	\$3,640	Ken Jefferson
Implemented	02/11/2020	23	Simultaneous Heating and C...	Office Z	\$3,085	Anna Betts
Waiting For Review	02/03/2020	18	Late Building Shutdown	Office B	\$510	Ken Jefferson
Implemented	01/05/2020	24	Investigate Overly Reactive S...	Office Z	\$1,120	Anna Betts
Implemented	01/01/2020	2	Holiday Operation	Office A	\$89	Anna Betts
Waiting For Review	12/01/2019	4	Weekend Operation	Office A	\$780	Anna Betts
Implemented	11/27/2019	16	Weekend Operation	Office B	\$600	Ken Jefferson
Implemented	11/27/2019	11	Potential Load Cycling	Office Z	\$1,800	Anna Betts
Implemented	10/10/2019	5	Holiday Operator	Office C	\$1,200	Ken Jefferson

Mobile

As a companion application, the mobile app is designed to support operators on the move. The traditional web application is also accessible through mobile and tablets.



Measurabl Real Estate ESG Data Product:

The Measurabl Real Estate ESG Data Product supplies, via API, visibility into ESG Data points for sites that the client may not own, operate, or have access to the data for. The following data sets can be supplied by Measurabl:

- **Estimated Energy Usage Datasets**
- **Estimated Carbon Emissions Datasets**
- **Ordinance Datasets**
- **Certifications Datasets**
- **Physical Climate Risk Datasets**

Methodology & sources can be provided upon request.

Measurabl Professional Services:



Table 1: Service providers and services rendered

Measurabl In-House Professional Services	Data Collection (utilities, projects, certifications, audits, ratings) Data Management GRESB Filing Support Decarbonization & Efficiency Project Implementation
ISOS Group	Ordinance Filing Support Data Assurance
SIG	Energy Star Certification Assessment
Nova Group	Climate Resilience Services

Tab 6 - References



Tab 7 - Pricing

Tab 8 - Value Added Products and Services

Additional discovery would be required to recommend additional products to this proposal.



Tab 9 - Required Documents

- Contractors Requirements
 - Use of the Measurabl Solution
 - Measurabl may leverage its employees and those of third party contractors (the "Measurabl Extended Family") in exercising its rights and performing its obligations under this Agreement. Measurabl will be responsible for the Measurabl Extended Family's compliance with its obligations under this Agreement.
 - Representations and Disclaimer of Warranties
 - EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE MEASURABL SOLUTION, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND MEASURABL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT MEASURABL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
 - Indemnification
 - Measurabl Indemnification of Customer. Measurabl shall defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands to the extent alleging that the use of the Measurabl Solution as permitted under this Agreement infringes or misappropriates a third party's United States intellectual property rights (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement approved by Measurabl of in connection with, a Claim Against Customer; provided, however, that Measurabl will have no liability if a Claim Against Customer arises from (i) Customer Data or products or services not provided by Measurabl; (ii) any modification, combination or development of the Measurabl Solution that is not performed by Measurabl, including in the use of any application programming interface (API), (iii) any use of the Measurabl Solution which is not in accordance with the terms of this Agreement, or (iv) compliance with Customer's designs, requests or specifications. Customer must provide Measurabl with prompt written notice of any Claim Against Customer and allow Measurabl the right to assume the exclusive defense

and control, and cooperate with any reasonable requests assisting Measurabl's defense and settlement of such matter. Measurabl may, at its option and expense (i) replace the Measurabl Solution, without additional charge, with a functionally equivalent and non-infringing product; (ii) modify the Measurabl Solution to avoid the infringement; (iii) obtain a license for the Customer to continue use of the Measurabl Solution at no additional charge to Customer or (iv) cease providing the infringing portion of the Measurabl Solution and refund to Customer any unused, prepaid portion of the Fees paid for the infringing Measurabl Solution. This section states Measurabl's sole liability with respect to, and Customer's exclusive remedy against Measurabl and the Measurabl Extended Family for, any Claim Against Customer.

- Customer Indemnification of Measurabl. Customer shall defend Measurabl and the members of the Measurabl Extended Family (collectively, the "Measurabl Indemnified Parties") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer's or any of its Authorized Users' violation of this Agreement or the User Terms (a "Claim Against Measurabl"), and will indemnify the Measurabl Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a Measurabl Indemnified Party in connection with or as a result of, and for amounts paid by a Measurabl Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Measurabl. Measurabl must provide Customer with prompt written notice of any Claim Against Measurabl and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter. This section states Customer's sole liability with respect to, and the Measurabl Indemnified Parties' exclusive remedy against Customer for, any Claim Against Measurabl.
- Limitations on Indemnifications. Notwithstanding anything contained in the two preceding sections, (i) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (ii) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.
- Limitation of Liability
 - IN NO EVENT WILL EITHER CUSTOMER OR ANY MEMBER OF THE MEASURABL EXTENDED FAMILY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS



OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

- OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR IN CONNECTION WITH EITHER PARTY'S BREACHES OF SECTIONS 2(A), 5 OR 6, IN NO EVENT WILL EITHER CUSTOMER'S OR THE MEASURABL EXTENDED FAMILY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USER TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM FIRST ACCRUED. ALL CLAIMS THAT CUSTOMER MAY HAVE AGAINST MEASURABL UNDER THIS AGREEMENT WILL BE AGGREGATED TO SATISFY THE LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 3 ABOVE.
- The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement and the pricing for the Measurabl Solution and the Services.

To our knowledge, the rest of these requirements are not applicable to us. Should we find that any of these requirements are applicable to us or are likely to become applicable to us in the near term, we will work promptly to prepare and produce the required documents to NCPA as soon as reasonably practicable after becoming available.

Conclusion

Thank you for the opportunity to present our comprehensive solution. We look forward to next steps in the evaluation process.

Sincerely,
Alexandra McConaghy
Account Manager

Tab 8 – Value Added Products and Services

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

Tab 9 – Required Documents

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

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 \$250,000, 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(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)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable

requirements as referenced in Federal Rule (G) above

(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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
 - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Measurabl, Inc. Address: 707
Broadway#1000_City,SanDiegoState,CAZip:92101

Authorized Signature:  _____

Date: Sep 8, 2022

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 Measurbal, Inc.

Print Name Dana Arnold

Address 707 Broadway Suite 1000

City, Sate, Zip San Deigo CA 920101

Authorized signature



Date Sep 8, 2022

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

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 Measurabl, Inc.

Address 707 Broadway Suite 1000

City/State/Zip San Diego CA 92101

Telephone No. 1 (619) 719-1716

Fax No.

Email address operations@measurabl.com

Printed name Dana Arnold

Position with company COO

Authorized signature



Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, 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 non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that

pertain 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. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

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 applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 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 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 that are flowed to Contractor from Awarding Participating Agency.
 - 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 that are flowed to Contractor from Awarding Participating Agency.
 - 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, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, 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 and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, 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 knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly 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, to the best of its knowledge, 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/State_and_Territories.shtml

<https://www.usa.gov/local-governments>