

DOES

SCOREBOARD

NCPA SOLICITATION NUMBER 43-22
Scoreboards and Electronic Signage



Tab 1 – Master Agreement

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

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

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

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

Tax Exempt Status

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

Payments

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

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

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

Franchise Tax

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

Supplemental Agreements

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

Certificates of Insurance

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

Legal Obligations

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

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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.

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 \$100 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**

OES Inc.

Company Name

4056 Blakie Road

Address

London

City

Ontario Canada

State

N6L1P7

Zip

877-652-5833

Telephone Number

519-652-3795

Fax Number

jpgrice@oes-inc.com

Email Address

Jean-Paul Grice

Printed Name

Director, OES Scoreboards

Position

Authorized Signature





Tab 2 - NCPA Administration Agreement

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and OES Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 08-37, 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 Scoreboards and Electronic Signage;

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 Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration 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 Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor 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 Contractor 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 Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating 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 Participating 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 Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration 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 Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor 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 Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration 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 Administration 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 Administration Agreement.
- This Administration 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.

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.

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

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

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

OES Inc.

Vendor Name

Matthew Mackel

Name

Jean-Paul Grice

Name

Director, Business Development

Title

Director, OES Scoreboards

Title

PO Box 701273

Address

4056 Blakie Road

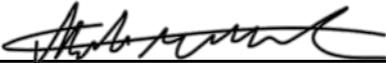
Address

Houston, TX 77270

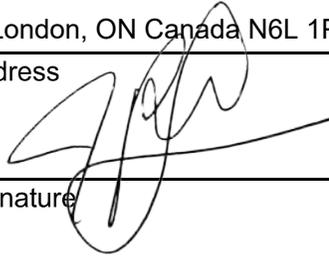
Address

London, ON Canada N6L 1P7

Address



Signature



Signature

December 1, 2022

Date

November 15, 2022

Date



Tab 3 - Vendor Questionnaire

TAB 3 VENDOR QUESTIONNAIRE

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

Locations Covered

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

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input checked="" type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Mariana Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

<input checked="" type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

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

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization
 No, we do not have any programs in place.
 Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of London,
Province of Ontario.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

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

Distribution Channel

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

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: _____

Processing Contact Information

Contact Person	<u>Jean-Paul Grice</u>
Title	<u>Director, OES Scoreboards</u>
Company	<u>OES Inc.</u>
Address	<u>4056 Blakie Road</u>
City/State/Zip	<u>London, ON Canada N6L1P7</u>
Phone	<u>877-652-5833 x120</u>
Email	<u>jpgrice@oes-inc.com</u>

Pricing Information

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

- Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No





Tab 4 - Vendor Profile

Vendor Profile

Company's official registered name:

OES Inc.

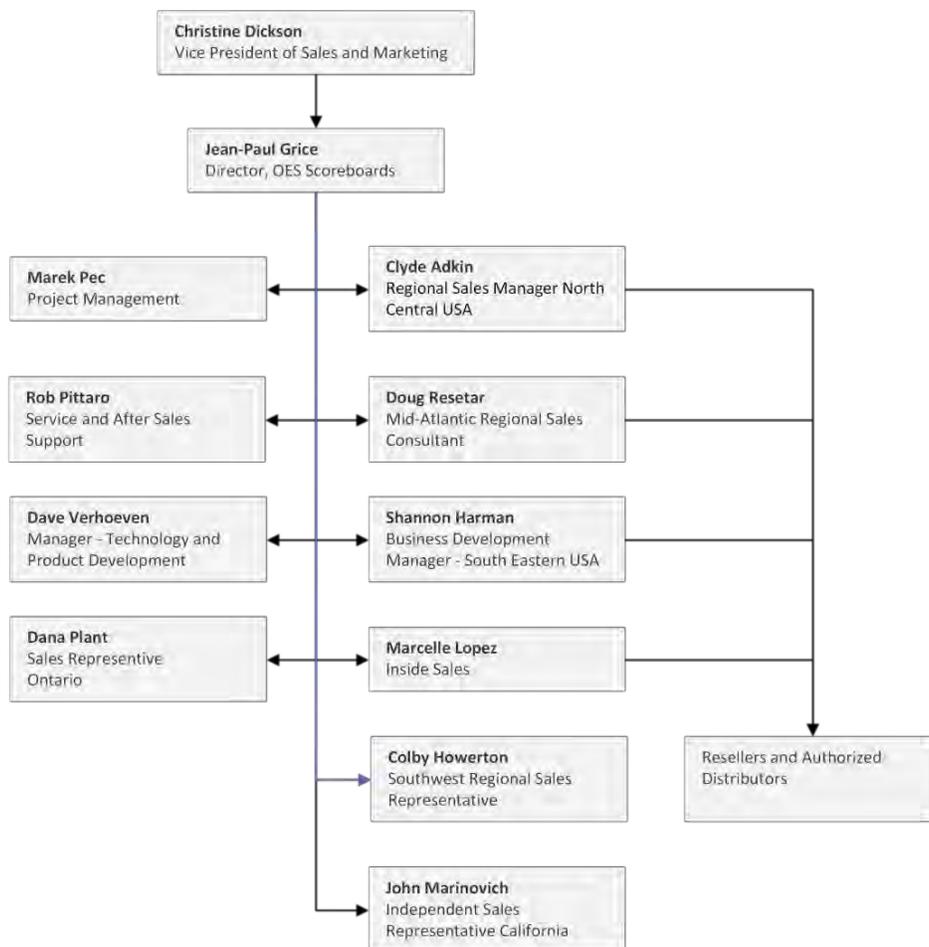
Brief history of your company, including the year it was established.

Please see provided information package

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

242138485

Company's organizational chart of those individuals that would be involved in the contract.



The information in this file is to be considered 'CONFIDENTIAL' and subject to the relevant terms and conditions of all agreements in place between OES Inc. and the recipient's company. If you are not the intended recipient of this information, you are hereby notified that any use or disclosure of any information in this file is prohibited.



Corporate office location.

4056 Blakie Road

London ON Canada N6L 1P7

List the number of sales and services offices for states being bid in solicitation.

List the names of key contacts at each with title, address, phone, and e-mail address.

Name	Title	Contact Info
Jean-Paul Grice	Director, OES Scoreboards Based out of OES Headquarters	jpgrice@oes-inc.com 519-652-5833 x120
Colby Howerton	Southwest Regional Sales Representative Based out of Dallas TX	chowerton@oes-inc.com 817-247-3382
Clyde Adkin	Regional Sales Manager North Central USA Based out of OES Headquarters	cadkin@oes-inc.com 519-282-1591
Doug Resetar	Mid-Atlantic Regional Sales Consultant Based out of Pittsburgh PA	dresetar@oes-inc.com 412-889-6566
Shannon Harman	Business Development Manager Southeast USA Based out of Houston TX	sharman@oes-inc.com 713-478-1962
John Marinovich	Independent Sales Representative California Based out of San Jose CA	jmarinovich@oes-inc.com 831-251-4445
Dana Plant	Sales Representative Ontario Based on out OES Headquarters	dplant@oes-inc.com 226-377-6097
Marcelle Lopez	Inside Sales Based out of OES Headquarters	mlopez@oes-inc.com 519-652-5833 x1
Glenn Pederson	Inside Sales Based out of OES Headquarters	gpederson@oes-inc.com 519-652-5833 x1
Marek Pec	Project Management Based out of OES Headquarters	mpec@oes-inc.com 51-652-5833 x262
Rob Pittaro	Service and After Sales Support Based out of OES Headquarters	rpittaro@oes-inc.com 519-652-5833 x2
Jesse Emes	Service and After Sales Support Based out of OES Headquarters	jemes@oes-inc.com 519-652-5833 x2

Define your standard terms of payment.

Product Sales:

- 50% down payment with purchase order
- 50% on completion of assembly and readiness to ship, payment due prior to goods shipping from OES facility
- Payment terms subject to credit review and approval by OES

Product Sales with Installation:

- 50% down payment with purchase order

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- 35% on completion of assembly and readiness to ship, payment due prior to goods shipping from OES facility
- 15% on substantial completion of installation. Substantial completion shall be defined as the operational availability of the equipment in accordance with the equipment's specifications without regard to items which do not affect the operation of the equipment.
- Payment terms subject to credit review and approval by OES

Who is your competition in the marketplace?

Daktronics
Nevco
Fairplay Scoreboards



What differentiates your company from competitors?

1. Focus on R&D and Product Innovation

OES continually investigates innovative methods and technologies for all new product and project opportunities. Our passion for innovation starts with the customer and an understanding of their needs and pain points. This information then drives our engineering and design team towards solving real world problems.

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2. Market Leading Technologies

OES' customers are provided with the best solutions and options to meet their existing and future needs. OES' customers can be assured that the newest technologies and innovations are being continually reviewed by OES and implemented into our products. We have continually brought new and market leading technologies to market years ahead of our competition.

- First to develop see-through basketball shot clock. Provided better fan experience by reducing the shot clocks interference with spectators view of the basketball court.
- First to introduce Surface Mount Technology (SMT) LEDs on our scoreboard digits. SMT LEDs provide wider viewing angle while eliminating the need for the LEDs to be exposed outside of the scoreboard enclosure preventing damage from impact.
- First to introduce white LED digits. White LED digits offer improved visibility and brightness
- First to introduce Multi-color LED scoreboards. Provided customers with more customization options by allowing them to mix and match 5 different LED digit colors
- First to integrate Bluetooth technology into scoreboards. Enables ability to troubleshoot and diagnosis the most common failures without the need to access the inside of the scoreboard.
- First to introduce color changing capability into scoreboards. OES' ColorCast technology allows customers to change the scoreboard's LED digit color to any color at any time. Offers customers endless customization options.

3. Excellent Customer Support

OES believes that customer satisfaction is key to our success as a business. OES collaborates with their customers to ensure each product and project meets or exceeds their expectations. OES makes it a top priority to respond quickly to issues or concerns of its customers. No job is complete until the customer is satisfied.

4. Robust Products

OES has one of the highest rates of return customers and repeat business in the market across our three business groups. Our products have continuously outlasted customers' expectations in terms of durability and performance. On many occasions our customers rely on our advanced technical expertise for advice and support

5. Product Line-up

OES provides a wide range of products and services that covers all aspects of sports entertainment. From elementary and primary schools to professional sports facilities, OES has a solution to fit every budget.

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6. Quality of Components

OES products are manufactured with only the highest quality components resulting in total cost of ownership that is unmatched by our competition

7. Customization

OES can customize our scoring and timing solutions to meet any facility, participant, or spectator needs. Give us a vision and we will make it a reality.

8. Sales Team

The experience of our sales team has translated into a very loyal customer base. OES always prioritized the best interest of our clients. Our consultation process ensures a better understanding of their needs so that we can suggest targeted solutions to their problems.

9. Project Management

Our experienced project management team can ensure our customer's projects are completed on schedule and to the

10. Service Capabilities

Service after the sales falls into our core values of developing long term relationships through always taking care of the customer. OES offers a full team of service technicians that are available 7 days a week includes after business hours. Our network of resellers is also available to provide local on-site support.

Describe how your company will market this contract if awarded.

Describe how you intend to introduce NCPA to your company.

OES will leverage multiple avenues to market this contract when awarded. Primary channels will include:

- Introduction of Co-ops and their benefits to our national sales team
- Introduction of Co-ops and their benefits to our network of resellers and distributors across North America
- Inclusion of NCPA information and the features of the program in our customer proposals
- Develop information package to support customer interactions detailing the NCPA program, features, and benefits
- Promotion of NCPA through our social media platforms.

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

OES' website includes a graphical representation of its full product catalog and offered services. It also contains product documentation, product information packages and profiles of past

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projects to help customers with their buying decision. Our website combined with the personalized service provided both the OES sales team and our resellers ensures our customers receive the best level of customer service.

Due to the complex nature of our products and solutions our website offers the ability to order online basic accessories.

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

OES takes immense pride in the quality of our products. We are pleased to offer our customers with a comprehensive warranty and technical support package.

On Site Training & Subsequent Support

Upon full commissioning of the scoreboard there will be comprehensive training on all components, controllers, and software configurations. Subsequent remove training is available during standard business hours with no limitation on the number of personnel requiring training. OES is please to include this as a value-add service.

On Site Support

Our national network of distributors and resellers are available to provide local onsite customer support and service.

After-Installation Support

We offer the support of factory trained technicians who have comprehensive knowledge of all the hardware and software components. OES will provide complete operational support for the video scoreboards and all components for the life of the product.

Customer service is a paramount for post installation support. Technical support is offered during business hours by a team of trained technicians. An after-hours customer care hotline is also available for emergency support during evenings and weekends.

Technical Support 1-877-652-5833

Monday to Friday 8:00 am to 5:00 pm EST

After-Hours Customer Care Emergency Support..... 1-877-652-5833

Monday to Friday 5:00 pm to 8:00 pm EST

Saturday and Sunday 8:00 am to 5:00 pm EST

Green Initiatives (if applicable)

Please see provided information package

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Anti-Discrimination Policy (if applicable)

Please see provided information package

Vendor Certifications (if applicable)

Please see provided information package

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About OES Inc.

There is reason for OES develops and produces world class products and technology solutions across a broad range of industries and applications including automotive, transportation, sports and entertainment, healthcare, defense, and the environment.

Innovation. Application. Dedication.

Starting in 1980 we followed a basic strategy that proved successful; connect with emerging companies with market growth opportunities, fill their need for a technology partner, and design, produce and support innovative solutions that exceeded expectations and business goals.



OES Manufacturing – Electronic Manufacturing Services

We're trusted advisors to companies who need EMS solutions for their complex technical challenges, unique vision and mission critical applications. Our customers leverage our design, rapid prototype and engineering capabilities so they can focus on getting to market sooner and growing their business faster.

OES Scoreboards – Video Displays & Scoreboards

From the major leagues to little leagues and every league in between, you'll find our solutions quite literally lighting up the game. As leaders in LED video displays and scoreboard solutions we're trusted by professional leagues; our scoring and timing solutions can be found in 40% of the venues for NFL, NBA, NHL, MLB and NCAA teams. We bring this pro venue expertise to every customer we partner with.

OES Technologies – Quality Assurance Solutions for Manufacturing

In 41 years and 16 patents later, we're a global leader in wire harness quality assurance technology. Our expertise comes from examining thousands of wire harness manufacturing lines, creating hundreds of applications, and installing thousands of crimp force systems worldwide. It's why thousands of manufactures trust us and our devices to take their quality to new levels of excellence.

Its all about relationships

The fundamental principles of meaningful customer relationships and customer service form the vital cornerstone of OES's business philosophy — OES will not settle for anything short of a fully satisfied customer. Its reputation for innovation is second only to its reputation for customer satisfaction. OES strives to be the innovation leader in every marketplace it competes in, offering advanced technologies and industry-leading solutions to keep its customers ahead of their competitors.

Quick Fact

- Ownership: Private Corporation
- Employees: 90
- Headquarters: London, ON, Canada

About OES Scoreboards

In 1994, OES leveraged its controls experience and applied the same mission-critical design methodologies to developing its first LED scoreboard.

Since then, OES has expanded their scoreboard product series and become a premier scoreboard product and solution provider. OES's scoring and timing technology products have been enthusiastically adopted by all major sports leagues in North America.

OES Scoreboards is now a well-recognized brand in the North American market, second-to-none for performance and reliability. It's one of a select few scoreboard companies approved for scoring and timing by the NBA, NHL, CFL, NFL, MLS, and MLB. Further expansion introduced OES Scoreboards into core North American high school and college markets, as well as the international market. OES is a neutral supplier that also works closely and collaboratively with strategic partners to provide industry-leading solutions.

From organized sports at elementary and secondary schools, to municipal recreation centers and arenas, to competitive play at the college, university, and professional level – we cater to a wide array of customer needs. OES designs top-quality products that can be integrated into a broad range of applications.

40+ years' experience in mission-critical applications, a passion for sports, a talented and complete in-house engineering team, state of the art manufacturing facilities and equipment, plus a culture committed to complete customer satisfaction – that's

... the OES Advantage.



About OES Scoreboards

**CHOICE
OF THE
PROS**

OES Scoreboards has a long history of partnering with schools across North America to bring pro sports facility experience to their venues. We're renowned for our exceptional customer service, talented in-house engineers and expertise in providing high-quality, scalable, custom video displays, scoreboards and timing solutions for Pro sports venues, colleges, K-12 schools and community centers.

Scoreboards

Whether it's a compact, portable scoreboard or a large scoreboard with room for player, inning, game information, sponsor ads and decorative arches; we offer models for every play level and facility size. With brighter LEDs, custom design options, superior weather-proofing and durable components, our scoreboards are built to last.



Videoboard

The captivating viewing experience of an OES LED video display draws everyone watching into the action moment by moment. With excellent visibility from any angle and superior components, fan engagement is enhanced when your team's success is broadcasted onto our vibrant video screens.

Scoring Tables

OES LED scoring tables are a great addition to the sidelines. With stunning clarity and exceptional durability they offer a dynamic and modern way to display game stats, energize the crowd and generate revenue through advertising. Choose from 6', 8' or 10' scoring table options or connect multiple tables together for longer, seamless table lengths.



Accessories

Track game day information with ease. Shots, pitches, time of day and game time can be easily tracked and displayed on our vivid display clocks. Add options for decorative arch trusses, LED message centers, customized colors and electronic team names to complete that pro venue feeling.

Controllers

From our lightweight hand-held ISC-HHX controller to our renowned ISC-9000 controller, our scoreboard and videoboard control systems are designed to be easy, efficient and link multiple scoreboards together.



OES Scoreboards - Choice of the Pros



“You guys are a class act and aside from the great products and standard service you provide, this additional service far exceeds even my expectations and I have been at this for 25 years. I will be sure to let anyone know who asks us about our scoring system that OES is far and away #1 and for so many reasons.”

**Tom Conroy Vice President & Executive Director Canadian Tire Centre Ottawa, Ontario
Home of the NHL Ottawa Senators**

NBA 47%

- Atlanta Hawks (Philips Arena)
- Chicago Bulls (United Center)
- Cleveland Cavaliers (Rocket Mortgage Fieldhouse)
- Dallas Mavericks (American Airlines Center)
- Indiana Pacers (Bankers Life Fieldhouse)
- Milwaukee Bucks (BMO Harris Bradley Center)
- Philadelphia 76ers (Wells Fargo Center)
- Phoenix Suns (Talking Stick Resort Arena)
- Portland Trail Blazers (Moda Center)
- Sacramento Kings (Golden 1 Center)
- San Antonio Spurs (AT&T Center)
- Toronto Raptors (Scotia Bank Centre)
- Utah Jazz (Vivant Smart Home Arena)
- Washington Wizards (Capital One Arena)

NHL 39%

- Chicago Blackhawks (United Center)
- Dallas Stars (American Airlines Center)
- Edmonton Oilers (Rogers Place)
- Florida Panthers (BB&T Center)
- Nashville Predators (Bridgestone Arena)
- Ottawa Senators (Canadian Tire Centre)
- Philadelphia Flyers (Wells Fargo Center)
- Pittsburgh Penguins (PPG Paint Arena)
- St. Louis Blues (Scottrade Center)
- Toronto Maple Leafs (Scotia bank Centre)
- Washington Capitals (Capital One Arena)
- Winnipeg Jets (Canada Life Center)

MLB 13%

- Boston Red Sox (Fenway Park)
- Chicago Cubs (Wrigley Field)
- Chicago White Sox (Guaranteed Rate Field)
- Los Angeles Dodgers (Dodger Stadium)

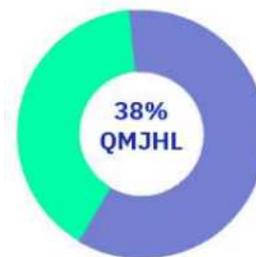
NFL 25%

- Baltimore Ravens (M&T Bank Stadium)
- Buffalo Bills (New Era Field)
- Chicago Bears (Soldier Field)
- Dallas Cowboys (AT&T Stadium)
- Green Bay Packers (Lambeau Field)
- Los Angeles Rams (SoFi Stadium)
- Philadelphia Eagles (Lincoln Financial Field)
- Seattle Seahawks (Century Link Field)
- Tennessee Titans (Nissan Stadium)

CFL 44%

- BC Lions (PC Place)
- Calgary Stampeders (McMahon Stadium)
- Ottawa RedBlacks (TD Place Stadium)
- Saskatchewan Roughriders (Mosaic Stadium)

OES Scoreboards - Choice of the CHL



“I’d like to add my thanks to everyone involved both from OES and the City. Dave and his team were first-rate and we appreciate the professionalism and efficiency with which they went about doing the installation work. Thanks also to Jason and the city staff for accommodating all that was needed to allow this installation to occur in the middle of the hospital bed setup. Dana, despite the strange times we are living, all of you came together to make this project a reality and did so on-time and on-budget. The citizens of the Sault and the fans of the Soo Greyhounds are the true beneficiaries and I can’t wait for the opportunity for them to experience the new videoboard at our first game of the season.”

Tim Lukenda - President & Govener - Soo Greyhounds - Sault Ste Marie Ontario

WHL 45 %

- Everett Silvertips (xFinity Arena)
- Medicine Hat Tigers (Medicine Hat Regional Event Center)
- Moose Jaw Warriors (Moose Jaw Multiplex)
- Prince Albert Raiders (Art Hauser Centre)
- Prince George Cougars (CN Centre)
 - Red Deer Rebels (Brandt Center)
 - Regina Pats (Brandt Centre)
- Saskatoon Blades (Credit Union Centre)
 - Spokane Chiefs (Spokane Arena)
- Swift Current Broncos (Credit Union iPlex)

OHL 50 %

- Flint Firebirds (Dort Federal Credit Union Event Center)
 - London Knights (Budweiser Gardens)
 - North Bay Battalion (North Bay Memorial Gardens)
 - Oshawa Generals (GM Centre)
 - Ottawa 67’s (TD Place Arena)
 - Sarnia Sting (Progressive Auto Sales Arena)
 - Sudbury Wolves (Sudbury Arena)
 - Windsor Spitfires (WFCU Centre)
 - Barrie Colts (Barrie Molson Centre)
- Sault Ste, Marie Greyhounds (GFL Memorial Arena)

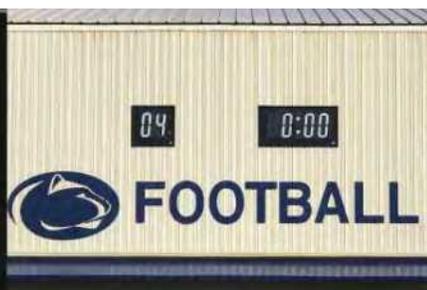
QMJHL 38 %

- Acadie Bathurst Titan (K.C. Irving Regional Centre)
- Charlottetown Islanders (Eastlink Centre)
- Drummondville Voltigeurs (Centre Marcel Dionne)
- Drakkar Baie Comeau (Centre Henry-Leonard)
- Halifax Mooseheads (Scotiabank Centre)
 - Rimouski Oceanic (Colisée Financière Sun Life)
- Baie-Comeau Drakkar (Centre-Henry Leonard)



OES Scoreboards - Choice of the NCAA

Facility	Team	Sport
Sun Devils Stadium	Arizona State University Sun Devils	NCAA Football
Wells Fargo Arena	Arizona State University Sun Devils	NCAA Basketball
Sun Devil Soccer Stadium	Arizona State University Sun Devils	NCAA Soccer
Packard Stadium	Arizona State University Sun Devils	NCAA Baseball
Phoenix Municipal Stadium	Arizona State University Sun Devils	NCAA Baseball
Auburn Arena	Auburn Tigers	NCAA Basketball
Vago Field	Aurora University Spartans	NCAA Lacrosse/Soccer
Ferrell Center	Baylor University Bears	NCAA Basketball/ Volleyball
Curb Event Center	Belmont University	NCAA Basketball
Binghamton University Events Center	Binghamton University Bearcats	NCAA Basketball
Bronco Stadium	Boise State University Broncos	NCAA Football
Taco Bell Arena	Boise State University Broncos	NCAA Basketball
Stroh Center	Bowling Green State University Falcons	NCAA Basketball/ Volleyball
LaVell Edwards Stadium	Brigham Young University (BYU) Cougars	NCAA Football
Smith Fieldhouse	Brigham Young University (BYU) Cougars	NCAA Volleyball
Hinkle Fieldhouse	Butler University Bulldogs	NCAA Basketball
Carolina First Center	College Of Charleston Cougars	NCAA Basketball
Wintrust Arena (McCormick Place Event Center)	DePaul University Blue Demons	NCAA Basketball
McGarth-Phillips Arena	DePaul University Blue Demons (Women's)	NCAA Basketball/ Volleyball
Dowdy-Ficklen Stadium	East Carolina Pirates	NCAA Football
ECU Softball Field	East Carolina Pirates	NCAA Softball
Olympic Sports Complex - Soccer Stadium	East Carolina University Pirates	NCAA Soccer
Kermit Tipton Stadium	East Tennessee State University Buccaneers	NCAA Football



Facility	Team	Sport
Convocation Center	Eastern Michigan University Eagles	NCAA Basketball
Ford Center	Evansville Purple Aces	NCAA Basketball
FIU Stadium	Florida International University Golden Panthers	NCAA Football
Donald L. Tucker Civic Center	Florida State University Seminoles	NCAA Basketball
Doak Campbell Stadium	Florida State University Seminoles	NCAA Football
Paladin Stadium	Furman University Paladins	NCAA Football
Stoffer Family Stadium	George Fox University Bruins	NCAA Football
Capital One Arena (Formally Verizon Center)	Georgetown Hoyas	NCAA Basketball
Grand Canyon University Arena	Grand Canyon University 'Lopes	NCAA Basketball
Lubbers Stadium	Grand Valley State University Lakers	NCAA Football
Memorial Stadium	Indiana University Hoosiers	NCAA Football
Bramlage Coliseum	Kansas State University	NCAA Basketball
LSU Beach Volleyball Stadium	LSU Tigers	NCAA Beach Volleyball
Breslin Center	Michigan State University Spartans	NCAA Basketball
Spartan Stadium	Michigan State University Spartans	NCAA Football
Smith Fieldhouse	Michigan State University Spartans	NCAA Hockey
MacInnes Student Ice Arena	Michigan Tech University Huskies	NCAA Hockey
Newell-Grissom Building	Mississippi State Bulldogs	NCAA Volleyball
TD Ameritrade Park	NCAA College World Series	NCAA Baseball
Pinnacle Bank Arena	Nebraska Cornhuskers	NCAA Basketball
NJITS Events Center	NJITS Highlanders	NCAA Basketball
Bearcat Stadium	NorthWest Missouri State University Bearcats	NCAA Football
Welsh-Ryan Arena	Northwestern University Wildcats	NCAA Basketball/ Volleyball
Ryan Field	Northwestern University Wildcats	NCAA Football
Covelli Arena	Ohio State University	NCAA Volleyball/ Wrestling
Varsity Indoor and Outdoor Tennis Center	Ohio State University Buck Eyes	NCAA Tennis
Value City Arena (Jerome Schottenstein Center)	Ohio State University Buck Eyes	NCAA Basketball/ Hockey
Ohio Stadium	Ohio State University Buck Eyes	NCAA Football

Facility	Team	Sport
Bill Davis Stadium	Ohio State University Buckeyes	NCAA Baseball
Buckeye Field	Ohio State University Buckeyes	NCAA Softball
Jesse Owens Memorial Stadium	Ohio State University Buckeyes	NCAA Lacrosse
Bud Metheny Baseball Complex	Old Dominion University Monarchs	NCAA Baseball
Foreman Field	Old Dominion University Monarchs	NCAA Football
Matthew Knight Arena	Oregon Ducks	NCAA Basketball
Rec Hall	Penn State University Nittany Lions	NCAA Volleyball/ Wrestling
Beaver Stadium	Penn State University Nittany Lions	NCAA Football
Ronald B. Stafford Ice Arena	Plattsburgh State University Cardinals	NCAA Hockey
Jeld-Wen Field (Formally PGE Park)	Portland State University Vikings	NCAA Football
Schneider Arena	Providence College Friars	NCAA Hockey
TD Banknorth Sports Center	Quinnipiac University Bobcats	NCAA Basketball/ Hockey
Saluki Stadium	Southern Illinois University Salukis	NCAA Football
SIU Arena	Southern Illinois University Salukis	NCAA Basketball
Moody Coliseum	Southern Methodist University Mustangs	NCAA Basketball
Mandy Stoll Tennis Center	Stetson University Hatters	NCAA Tennis
Liacouras Center	Temple University Owls	NCAA Basketball/ Volleyball
Eblen Center	Tennessee Tech Golden Eagles	NCAA Basketball/ Volleyball
Daniel Meyer Coliseum	Texas Christian University Horned Frogs	NCAA Basketball
Lupton Stadium	Texas Christian University Horned Frogs	NCAA Baseball
Amon G Carter Stadium	Texas Christian University Horned Frogs	NCAA Football
Jones AT&T Stadium	Texas Tech University Red Raiders	NCAA Football
Kibbie Dome (Cowan Spectrum)	University of Idaho Vandals	NCAA Basketball
Yost Ice Arena	University of Michigan Wolverines	NCAA Hockey
Michigan Stadium	University of Michigan Wolverines	NCAA Football
Crisler Arena	University of Michigan Wolverines	NCAA Basketball
Summa Field at InfoCision Stadium	University of Akron Zips	NCAA Football
McKale Center	University of Arizona Wildcats	NCAA Basketball



Facility	Team	Sport
Reynolds Razorback Stadium	University of Arkansas Razorbacks	NCAA Football
Haas Pavilion	University of California (Berkeley) Golden Bears	NCAA Basketball
California Memorial Stadium	University of California Berkeley	NCAA Football
Harry A. Gampel Pavilion	University of Connecticut Huskies	NCAA Basketball/ Volleyball
Peter Barton Lacrosse Stadium	University of Denver Pioneers	NCAA Lacrosse
O'Connell Center	University of Florida Gators	NCAA Basketball
Aloha Stadium	University of Hawaii Warriors	NCAA Football
Houston Football Stadium	University of Houston Cougars	NCAA Football
Illinois Field	University of Illinois Fighting Illini	NCAA Baseball
State Farm Center	University of Illinois Fighting Illini	NCAA Basketball
Lynn Stadium	University of Louisville Cardinals	NCAA Soccer
Liberty Bowl Memorial Stadium	University of Memphis	NCAA Football
Municipal Auditorium	University of Missouri-Kansas City UMKC Kangaroos	NCAA Basketball
One Memorial Stadium	University of Nebraska Cornhuskers	NCAA Football
Devaney Center	University of Nebraska Cornhuskers	Practice Facility
Ralston Arena	University of Nebraska Omaha Mavericks	NCAA Basketball
Lakefront Arena	University of New Orleans Privateers	NCAA Basketball
McColl-Richardson Field	University of North Carolina at Charlotte 49ers	NCAA Football
Dean Smith Center	University of North Carolina Tar Heels	NCAA Basketball
Kenan Stadium	University of North Carolina Tar Heels	NCAA Football
Notre Dame Stadium	University of Notre Dame Fighting Irish	NCAA Football
PK Park	University of Oregon Ducks	NCAA Baseball
The Palestra	University of Pennsylvania Quakers	NCAA Basketball/ Volleyball
Robins Center	University of Richmond Spiders	NCAA Basketball
Darrell K Royal - Texas Memorial Stadium	University of Texas Longhorns	NCAA Football
Rice-Eccles Stadium	University of Utah Utes	NCAA Football
Jon M. Huntsman Center	University of Utah Utes	NCAA Basketball
John Paul Jones Arena	University of Virginia Cavaliers	NCAA Basketball

Facility	Team	Sport
Practice Field	University of Virginia Cavaliers	NCAA Lacrosse
Turf Field	University of Virginia Cavaliers	NCAA Field Hockey
Practice Field	University of Virginia Cavaliers	NCAA Football
The Park	University of Virginia Cavaliers	NCAA Softball
Arena-Auditorium	University of Wyoming Cowboys	NCAA Basketball
War Memorial Stadium	University of Wyoming Cowboys	NCAA Football
Mackay Stadium	University of Nevada, Reno Wolf Pack	NCAA Football
Maverick Stadium	Utah State University Aggies	NCAA Football
LaRee & LeGrand Johnson Field	Utah State University Aggies	NCAA Softball
Chuck & Gloira Bell Field	Utah State University Aggies	NCAA Soccer
Wayne Estes Center	Utah State University Aggies	NCAA Volleyball
Dee Glen Smith Spectrum	Utah State University Aggies	NCAA Basketball
UCCU Center	Utah Valley University Wolverines	NCAA Basketball
Brent Brown Ballpark	Utah Valley University Wolverines	NCAA Baseball
Athletics-Recreation Center	Valparaiso University Crusaders	NCAA Basketball/ Volleyball
Hawkins Field	Vanderbilt University Commodores	NCAA Baseball
The Pavilion	Villanova University Wildcats	NCAA Basketball
Daniel Gymnasium	Virginia State University Trojans	NCAA Basketball
Monongalia County Ballpark	West Virginia University Mountaineers	NCAA Baseball
Read Fieldhouse	Western Michigan University Broncos	NCAA Basketball
Lawson Ice Arena	Western Michigan University Broncos	NCAA Hockey
University Arena	Western Michigan University Broncos	NCAA Basketball/ Volleyball
Bowman Gray Stadium	Winston-Salem State University Rams	NCAA Football
Gibbs Stadium	Wofford University Terriers	NCAA Football
Cintas Center	Xavier University Muskateers	NCAA Basketball/ Volleyball
Cotton Bowl Stadium		NCAA Football



5 Anti-Harassment Policy (Bills 168 and 132)

5.1 Commitment to Safety and Respect

Our commitment at OES Inc. is for all Employees to enjoy working in a safe and respectful environment.

OES Inc. fully supports the entitlement of all Employees to work in an environment which respects the dignity and basic human rights of all individuals. We are therefore committed to providing a safe and respectful work environment for all staff. In pursuit of this goal, OES Inc. will not tolerate acts of violence, harassment, or bullying against or by any OES Inc. Employee.

OES Inc.'s goal is to maintain a friendly, cooperative and business-like environment for all of its Employees. Each and every Employee has the right to work free from any kind of harassment. Our Employees are responsible to treat each other with respect, speak up when harassment occurs and report it to the appropriate person. This policy is one step toward ensuring that our workplace is a comfortable place for all of us.

Under Ontario's Occupational Health and Safety Act and the Canadian Human Rights Act Employees who have been subjected to harassment have the right to seek redress. The development of this policy includes procedures, which will provide guidance on what to do if you experience harassment at work, or if you, as a manager or an Employee, become aware of a situation which may be considered harassment. All inquiries or complaints related to this policy shall be treated seriously and objectively, whether they are made informally or formally. We undertake to act on all complaints to ensure that they are resolved quickly, confidentially, and fairly.

This Policy is not meant to stop free speech, or interfere with everyday interactions. However, what one person finds offensive, others may not. Usually, harassment can be easily distinguishable from normal, mutually acceptable socializing. It is important to remember that it is the perception of the receiver that determines whether the potentially offensive message is acceptable or not, be it spoken, gestural, pictorial, or some other form of communication which may be deemed objectionable or unwelcome.

OES will discipline anyone who, following a thorough investigation has been found to have harassed a person or group of people. OES will discipline any Manager who does not act properly to end harassment. At OES, we will not tolerate any form of harassment.

OES Inc. will ensure that all Employees are trained and educated on harassment and that they are clear about their roles and responsibilities, as well as this policy, the corresponding program, and all workplace procedures. In addition, a current copy of this policy will be kept in a conspicuous area and signed by a member of the Executive Management Team.

Application of this Policy:

This policy applies (but may not be limited) to the following: OES Inc. Employees, temporary Employees, co-op students, contract service providers, customers, clients, contractors, supervisors, managers, executive management, and, board of directors. No

person, whether a manager, an Employee, a contractor, has to put up with violence or harassment at OES Inc., for any reason, at any time. OES Inc. will not tolerate violence or harassment from any source as described above at any time.

OES Inc. will not tolerate any form of harassment or discrimination against job candidates and Employees on any grounds listed in the definitions of harassment, whether during the hiring process or during employment. This commitment applies to such areas as training, performance assessment, promotions, transfers, layoffs, remuneration, and all other employment practices and working conditions.

All Employees are personally accountable and responsible for enforcing this policy and must make every effort to prevent discrimination or harassing behaviour and to intervene immediately if they observe a problem or if a problem is reported to them.

For the purposes of this policy, harassment and bullying can occur (but is not limited to):

- At the workplace;
- At employment-related social functions;
- In the course of work assignments outside the workplace;
- During work-related travel;
- Over the telephone, if the conversation is work-related; or
- Elsewhere, if the person is there as a result of work-related responsibilities or a work-related relationship.

5.2 Definitions

Personal harassment: any unsolicited, unwelcome, disrespectful, or offensive behaviour that has an underlying sexual, bigoted, ethnic, or racial connotation and can be typified as:

- Behaviour that is hostile in nature, or intends to degrade an individual based on personal attributes, including age, race, nationality, disability, family status, religion, gender, sexual orientation, gender identity, gender expression, or any other protected ground under human rights legislation.
- Sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;
- Reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.
- Unwelcome remarks, jokes, innuendos, propositions, or taunting about a person's body, attire, sex or sexual orientation, or religion;
- Suggestive or offensive remarks;
- Bragging about sexual prowess;
- Offensive jokes or comments of a sexual nature about an Employee;
- Unwelcome language related to gender;

- Displaying of pornographic or sexist pictures or materials;
- Leering (suggestive persistent staring);
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation;
- Sexual assault:
- For the most part, victims of sexual harassment are female; however, conduct directed by female Employees towards males or between persons of the same sex can also be held to constitute sexual harassment;
- Any actions that create a hostile, intimidating, or offensive workplace, which may include physical, verbal, written, graphic, or electronic means; and
- Any threats of physical violence that endanger the health and safety of the Employee.

Racial/ethnic harassment: any conduct or comment which causes humiliation to an Employee because of their racial or ethnic background, their colour, place of birth, citizenship, or ancestry. Examples of conduct which may be racial or ethnic harassment include:

- Unwelcome remarks, jokes, or innuendos about a person's racial or ethnic origin;
- Colour, place of birth, citizenship, or ancestry;
- Displaying racist or derogatory pictures or other offensive material;
- Insulting gestures or practical jokes based on racial or ethnic grounds which create awkwardness or embarrassment; and
- Refusing to speak to or work with someone or treating someone differently because of their ethnic or racial background.

The following definitions are taken from the Occupational Health and Safety Act:

Workplace Harassment:

- (a) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; or
- (b) Workplace sexual harassment.

Workplace Sexual Harassment:

- (a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Examples of Harassment as Covered by Ontario's Occupational Health and Safety Act:

Harassment is any action that makes a colleague, Employee, or client feel degraded, humiliated, or embarrassed. It includes, but is not limited to, jokes, comments, insults, touching, pinching, leering, posters, cartoons, e-mail, and telephone calls. It includes conditions of employment that are degrading or humiliating. Some examples of harassment include:

- Unwelcome remarks, slurs, jokes, taunts, or suggestions about a person's body, clothing or other personal characteristics;
- Written or verbal abuse or threats;
- Practical jokes that embarrass or insult someone;
- Leering (suggestive staring) or other offensive gestures;
- Patronizing or condescending behaviour;
- Humiliating an Employee in front of co-workers;
- Abuse of authority that undermines someone's performance or threatens her or his career;
- Vandalism of personal property;
- Bullying, threats and/or Physical assault;*
- Displaying or circulating offensive pictures or materials;
- Workplace sexual harassment; and
- Isolating or making fun of a worker because of gender identity

As mentioned above, if any of the above examples are related to race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, pardoned conviction, or sexual orientation, the incident falls under the jurisdiction of the **Canadian Human Rights Act**.

**NOTE: "Threats" and/or "Physical Assault" are not only examples of Workplace Harassment but also potential cases of Workplace Violence. Please see our policy and Procedures regarding Workplace Violence. These procedures are kept in the Bill 168 Binder and a copy is available from your direct supervisor.*

The Canadian Human Rights Act also provides protection from harassment, when it is related to race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, pardoned conviction, or sexual orientation. **It does not extend to "personal" harassment.**

Abuse of Authority

Occurs when a person uses authority unreasonably to interfere with an Employee or the Employee's job. It includes humiliation, intimidation, threats, and coercion. It does not include normal managerial activities, such as counseling, performance appraisals, and discipline, as long as these are not being done in a discriminatory manner.

Should be Common Sense

If the person who is accused of harassment should have known that the behaviour was unwelcome, he or she may be considered responsible, even for unintentional

harassment. If an employer or manager knew or should have known that an inappropriate situation existed, and did nothing about it, the courts may impose penalties on that organization or person.

It is important to remember that it is the perception of the receiver that determines whether the potentially offensive message is acceptable or not.

5.3 Reporting Workplace Harassment

The following steps will serve to provide you with guidance, as to what to do, if you or someone else is being harassed. The following sections will also explain exactly what you can expect from the complaint process, what the possible remedies and penalties for harassment are, how to appeal, and how to give feedback on the policy to OES Inc.

If you are the complainant, you have the right:

- To file a complaint and have it dealt with promptly, without fear of embarrassment or reprisal
- To have a person of your choice accompany you during the process
- To make sure that no record of the complaint is placed on your personnel file, as long as it was made in good faith
- To be informed about the progress of your complaint
- To be informed of the type of corrective measures that will result from the complaint
- To receive fair treatment

A worker is encouraged to report a complaint or incident of workplace harassment as soon as possible. Please use the guide below to help you determine the most appropriate process and/or person to report a complaint or incident of harassment:

Reporting Structure:

Overall, this policy encourages the Employee to report any incident of Harassment to either their immediate Supervisor/Department Manager and/or the Human Resources. In some circumstances, it may not be appropriate for the Employee to follow this reporting structure if their Department Manager and/or Human Resources is involved in the complaint. Please use the following table to help guide you towards the most appropriate person to report an incident of potential harassment:

CONTACT	
Supervisor and/or Manager	This is most appropriate if the alleged harasser is not your immediate Supervisor and/or Manager, and; Your Supervisor and/or Manager is not under direct control of the alleged harasser.
Human Resources	This is most appropriate if you are not able to report to your Supervisor and/or Manager, and; The alleged harasser is not a member of Human Resources, and; Human Resources are not under direct control of the alleged

	harasser.
Member of Executive Team	This is most appropriate if the alleged harasser is any of the named above, and; A member of the Executive Team is not the alleged harasser.
Member of the Board of Directors	This is most appropriate if the alleged harasser is a member of the Executive Team.

Reporting Procedure:

Option 1: Informal Procedure

If you believe you have been personally harassed you may:

- Confront the harasser personally or in writing pointing out the unwelcome behaviour and requesting that it stop; or
- Discuss the situation with the harasser's direct Supervisor/Manager, or, your direct Supervisor/Manager.

Any Employee who feels discriminated against or harassed can and should, in all confidence and without fear of reprisal, personally report the facts directly to their direct Supervisor and/or Department Manager and/or the Human Resources.

Option 2: Formal Procedure

If you believe you have been personally harassed, you may make a verbal or written complaint to the Department Manager and/or the Human Resources. The written complaint must be delivered to the Human Resources. The following information will be collected (at minimum):

1. Worker(s) name and contact information
2. Name, position and contact information of alleged harasser(s)
3. Name, position and contact information of any witness(es)
4. Details of the event(s), including date(s), frequency, location(s), etc.
5. Details of any supporting documents that are held by the worker
6. Details of any supporting documents that are held by the alleged harasser(s); witness(es), or any other person(s) relevant to the complaint.

If You Are Accused Of Harassment

The following steps will serve to provide you with guidance, as to what to do, if you are accused of harassment.

If you are the individual accused of harassment, you have the right:

- *To be informed of the complaint*
- *To be given a written statement of the official allegations, and to respond to them*

- *To have a person of your choice accompany you during the process*
- *To be informed about the progress of the complaint*
- *To receive fair treatment*

5.4 Investigating Reports of Harassment

Once a written complaint has been received, OES Inc will complete a thorough investigation. The organization will ensure that, where practicable, the investigation is completed within 90 days of the complaint being filed.

Harassment should not be ignored, as silence can and often is interpreted as acceptance. Employees will not be demoted, dismissed, disciplined, or denied a promotion, advancement, or employment opportunities because they rejected sexual advances or because they lodged a complaint when they honestly believed they were being harassed or discriminated against.

OES Inc. will ensure that all information obtained during the course of an investigation will not be disclosed, unless the disclosure is necessary for the purposes of investigating or taking corrective action, or is otherwise required by law.

For the purposes of this section the following definitions apply:

Complainant – The person who has made a complaint about another individual whom they believe committed an act of harassment.

Respondent – The person whom another individual has accused of committing an act of harassment.

The investigation will include:

- Informing the respondent of the complaint;
- Interviewing the complainant, any person involved in the incident, and any identified witnesses Interviewing any other person who may have knowledge of the incidents related to the complaint or any other similar incidents.

When appropriate, A copy of the complaint, detailing the complainant's allegations, is then provided to the respondent.

- The respondent is invited to reply in writing to the complainant's allegations, and the reply will be reviewed before the investigation proceeds further.
- The company will protect from unnecessary disclosure the details of the incident being investigated and the identities of the complainant and the respondent.
- During the investigation, the complainant and the respondent will be interviewed, as will any possible witnesses. Statements from all parties involved will be taken and documented, and a decision will be made.
- If necessary, the company may employ outside assistance or request the use of legal counsel.
- Employees will not be demoted, dismissed, disciplined, or denied a promotion, advancement, or employment opportunities because they rejected sexual advances of

another Employee or because they lodged a harassment complaint when they honestly believed they were being harassed.

- Upon completion of the investigation, OES Inc. will inform both the complainant and respondent in writing of the findings of the investigation and any corrective action that has been or will be taken as a result of the investigation.
- Where practicable, the complainant and respondent will receive notification of the results of the investigation within 10 days of the investigation being completed.

If the complainant decides not to lay a formal complaint, Senior Management may decide that a formal complaint is required (based on the investigation of the incident) and will file such documents with the person against whom the complaint is laid (the respondent).

If it is determined that harassment in any form has occurred, appropriate disciplinary measures will be taken as soon as possible.

Other Employees:

All Employees are expected to cooperate in the investigation of complaints and efforts to resolve them. Employees should be mindful of the sensitivities of the parties and should keep any information related to complaints confidential.

Subsequent Action:

Separation of the Complainant and Alleged Harasser

If the complainant and the alleged harasser are in a subordinate/supervisor relationship, they may be assigned to a different work area during mediation or investigation. Co-workers may also be separated during an investigation, if necessary.

5.5 Remedies for the Victim

OES Inc. will make every reasonable effort to remedy the effects of the harassment. A person who has been harassed may receive one or more of the following remedies, depending on the severity of the harassment and what he or she lost because of it:

- An oral or written apology from the harasser and OES Inc.
- Lost wages;
- A job or promotion that was denied;
- Compensation for any lost employment benefits

No record of the complaint, investigation or decision will go in the Employee's personnel file, if the complaint was made in good faith. Any unfavourable work review or comments that were placed in the complainant's personnel file because of the harassment will be removed from the file.

5.6 Corrective Action for Harassers

Someone who has harassed another person will be subject to one or more of the following forms of discipline, depending on the severity of the harassment:

- A written reprimand;
- A suspension, with or without pay;
- A demotion; or
- Dismissal.

In most cases, the harasser will also be required to attend an anti-harassment training session.

If the investigation does not find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser. When the investigation reveals harassment occurred, the incident and the discipline which is imposed on the harasser will be recorded in the harasser's file.

Retaliation

Retaliation is considered a serious disciplinary breach. Anyone who retaliates in any way against a person who has complained of harassment, given evidence in a harassment investigation, or been found guilty of harassment, will themselves be considered guilty of harassment and penalized accordingly. The possible penalties are the same as those assessed against harassers.

5.7 Complaint Outcomes

Unsubstantiated Complaints

If a person, in good faith, files a harassment complaint that is not supported by evidence gathered during an investigation, that complaint will be dismissed, and no record of it will be put in the accused harasser's file. As long as the complaint was made in good faith, there will be no penalty to the person who complained, and no record in her or his file.

Complaints Made in Bad Faith

In the rare event that the complaint was made in bad faith—in other words, the person making it had absolutely no basis and deliberately and maliciously filed the complaint—that person will be disciplined and a record of the incident will be put in her or his file.

Penalties for someone who complains in bad faith will be the same as for a case of harassment (see Corrective Action for Harassers) and will depend on the seriousness of the situation. Compensation for the person falsely accused may include steps to restore any lost reputation, and any of the remedies that would be available in a case of harassment (see Remedies for the Victim).

5.8 Confidentiality

OES Inc. will not disclose a complainant's or alleged harasser's name, or any circumstances related to a complaint, to anyone, except as necessary to investigate the complaint or take disciplinary action related to the complaint, or as required by law. All Employees who become involved in a complaint are reminded to keep all information confidential, except in

the above circumstances.

Gossiping about an incident of harassment seriously undermines the privacy of all parties involved and will not be tolerated.

5.9 Appeals

A person directly involved in a complaint may appeal to the Human Resources (or to the most appropriate individual as outlined in this policy) within a week after learning of the decision. If there is sufficient reason to re-investigate or to change the penalty, compensation, or work assignment, he or she may make the decision to re-investigate and/or recommend changes within one week.

Outside Organizations

An unresolved harassment complaint is no different than an unresolved safety complaint. In the event the complainant is not satisfied with the response from OES Inc. in the handling of his/her complaint, he/she has the right to report the incident to the Ministry of Labour.

In the event the harassment was because of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, physical or mental disability, pardoned conviction, or sexual orientation, the complainant may file a complaint with the Canadian Human Rights Commission. Information on filing a complaint can be obtained by phoning the Commission's toll free number 1-888-214-1090. The *Criminal Code* protects people from physical and sexual assault

5.10 Monitoring

Human Resources will work in consultation with the Joint Health and Safety Committee to ensure that both this policy and program are properly maintained. Human Resources will notify the Joint Health and Safety Committee with proposed changes to the policy and program. Similarly, Human Resources will continually monitor the policy and program for effectiveness and will ensure that the policy and program are updated at least once annually.

5.11 FAQ - Harassment

Is Harassment Just A Matter Of Opinion?

No. Because of variances in life experiences, different people may have different perceptions of what harassment is, but we can still develop some common understandings. Any unwelcome behaviour that demeans, humiliates, or offends a person, or puts sexual conditions on a person's job, is harassment.

How Does Harassment, As Defined by Bill 168 Differ From The Type Of Harassment Prohibited By The Canadian Human Rights Act?

The Canadian Human Rights Act is specific to the type of harassment, based on 11 prohibited grounds: race, national or ethnic origin, colour, religion, sex, sexual orientation, age, marital status, family status, physical or mental disability and pardoned criminal convictions.

The intent of Bill 168 is to prohibit the type of harassment, which is not addressed by the Canadian Human Rights Act. The Bill 168 definition focuses on harassment, which may be

considered as “psychological” or “personal” harassment and may not be necessarily linked to any of the 11 grounds listed above. It may include workplace behaviours that are quite common, such as yelling, swearing and shunning. When the harassment is not related to any of the 11 prohibited grounds, as listed above, it falls under the jurisdiction of the Ministry of Labour.

Personal harassment is difficult to define. Personal harassment is sometimes known as bullying. Most people who experience personal harassment know that they are not being treated fairly, but do not see the harassment as linked to gender, race, disability, sexual orientation or other human rights ground. For example, if someone is called a stupid idiot, this is not covered by human rights legislation, but it is harassment. It is personal harassment. Personal harassment is abusive, inappropriate behaviour that is nasty, but not discriminatory.

Examples:

- Threats, coercion, insults or putdowns
- Actual or threatened physical assault*
- Verbal assault, taunting, ostracizing, or exclusion
- Malicious gestures or actions

**NOTE: “Threats” and/or “Physical Assault” are not only examples of Workplace Harassment but also potential cases of Workplace Violence”. Please see our Policy and procedures regarding Workplace Violence.*

What If Everyone Else In The Workplace Is Comfortable With The Behaviour?

People react to behaviour in different ways. A person may think her or his conduct is welcome or innocuous, when in fact the recipient dislikes it, but is going along with it to avoid a confrontation. This can happen especially where there is a difference in age, racial or cultural background, seniority, level of authority, or personal power between those concerned. Sometimes people feel they have to join in to avoid being ostracized, victimized, or teased by their peers. However, if you are uncomfortable with this behaviour, you have the right to file a complaint and follow the steps outlined in our policy.

How Does A Person Know What Behaviour Is Unwelcome?

Sometimes a person can say something that is obviously offending or humiliating. Other times, we have to be aware of non-verbal messages and clues. If someone looks embarrassed or hurt, turns away, leaves the room, or avoids another, chances are they do not welcome certain behaviour.

The courts have created the 'reasonable person' rule; in other words, we assume that a reasonable person would know that certain types of behaviour are unwelcome. For example, a reasonable person would know that asking for sexual favours, and threatening someone's job if they do not comply, is unacceptable. In cases like this, the courts may presume the behaviour was unwelcome, even if the complainant has never said "no" or "stop," and seemed to go along with the situation.

What If My Employer Doesn't Know Harassment Is Taking Place?

Only employers can really prevent harassment in the workplace. So the ultimate responsibility rests with them. The law says that even an employer who didn't actually know about the harassment is still responsible, if he or she should have known it was occurring. If an employer can show that he or she took all reasonable steps to prevent and deal with harassment, the legal and financial consequences may well be less severe.

Can It Be Harassment If It Only Happened Once?

Yes. Frequently, harassment is a series of incidents. However, even something that only happens once can be harassment; if it was unwelcome to the person it was directed at.

What If The Harassment Takes Place Outside The Workplace, Or After Regular Work Hours?

Any place or time that people are gathered for work-related reasons are still considered part of the 'workplace'. This includes business travel, conferences, telephone calls, company social gatherings, and job interviews. Harassment is not permitted in any of these situations, and employers are responsible for dealing with it in these circumstances.

What If I Didn't Mean To Harm Or Offend Anyone?

Even the best intended comment or action may be harassing, if it is unwelcome or offensive to another person. Harassment is not about a person's intent. It is about how the behaviour affects the victim. You may only have intended to be funny, for example; but if someone else is humiliated by what you did or said, you may have harassed them without meaning to.

What If Someone At Work Tries To Retaliate Against A Complainant?

Employers are legally required to protect their Employees from retaliation. Retaliation against anyone involved in a complaint will not be tolerated, and will have serious consequences. Generally, the penalties for retaliation are the same as for the original harassment, and may be even more severe.

What If An Employer Doesn't Deal Properly With A Problem Of Harassment?

An Employee who feels her or his concerns have not been properly addressed has the right to contact the Ministry of Labour and/or appropriate Human Rights Commission. If an outside agency determines that harassment has taken place, the employer may face financial or other consequences: giving an apology, compensating the complainant for lost wages and injury to self-respect, or human rights training, for example. The exact remedy will depend on the complaint.

Please see our ***“Dealing with Harassment Procedures”*** for guidance as to what to do in the event you are harassed or accused of harassment or you are a Supervisor/Manager dealing with a harassment complaint

5.12 Bill 168 in Detail

You can request a printed copy of Bill 168, along with detailed Explanatory Notes by asking your Supervisor or Human Resources.

12 Environmental Responsibility Policy

Intent

OES Inc. maintains an environmental responsibility policy to promote and maintain environmentally responsible practices for the benefit of our Employees, customers and the communities in which we operate. We will conduct and grow our business in a manner that respects the environment and we will strive to protect and conserve our world's natural resources.

Guidelines

OES Inc. is working towards continued improvement through the development of programs designed to address the environmental cost and impact of our activities, products and services.

We will:

- Comply with applicable regulations and standards in the industry;
- Support pollution prevention and minimization programs in the workplace;
- Use materials and energy efficiently to conserve natural resources;
- Minimize the emissions that contribute to climate change;
- Cooperate and develop relationships with our community, suppliers, contractors, government agencies, and other organizations engaged in improving the environment;

A Greener Workplace

At OES Inc., we recognize that every action taken in the workplace can have an environmental impact. We will strive to create an eco-friendly workplace that will benefit our Employees and the world around us. By implementing the following measures, we can increase our efficiency, save electricity, reduce waste and greenhouse gases, and fulfill our responsibilities to the environment.

OES Inc. in their commitment to the environment and the community as a whole will enforce eco-friendly procedures in their workplace which will require Employees' complete support:

- OES ensures that all by-products of the manufacturing process is recycled properly through specialized agencies.
- Whenever possible, all documents shall be printed on both sides, using recycled paper. This will reduce our paper usage, conserve energy, and save waste.
- Hold paperless meetings by utilizing technologies such as 'go to meeting' and material display and review via projector instead of handouts.
- Partner with suppliers and companies that are environmentally friendly.
- Use an automated time reporting and paperless payroll system.
- Centralized Printer instead of individualized ones.
- Diligently recycle all paper, cardboard, glass, tins, PCs, and recyclable plastics.
- Ensure that computers are turned off at the end of the day, and if not possible, turn off monitors as they consume the most energy.
- Purchase energy efficient equipment.
- Turn off all lights when not in use.
- Use ceramic mugs, dishes, glasses, and metal flatware instead of their disposable counterparts.
- Use EPA energy star compliant office equipment by replacing antiquated equipment with energy star compliant equipment.
- Make sure that the dishwasher is full before using it.

- Create a wireless office.
- Purchase environmentally friendly office supplies, whenever possible.
- Minimize the use of hazardous chemicals, and whenever possible, switch to greener alternatives.
- Use the green bins to compost food scraps.

These are simple actions that when employed on a regular basis, can create a huge impact, but it will take all Employees together to make this happen.

****Remember to REDUCE, REUSE, AND RECYCLE!***

Expectations for Employees

- Help OES Inc. work towards a cleaner environment by steadfastly conserving resources in day to day activities.
- Report any misuse, or abuse of resources.
- Report any concerns about environmental impacts made by OES Inc.



Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that:

OES Inc.
4056 Blakie Road
London
Ontario
N6L 1P7
Canada

Holds Certificate No:

FM 64157

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scope:

Design and manufacture of electronic products, automotive process monitoring, electronic scoreboards and custom application specific controls.

For and on behalf of BSI:


Carlos Pitanga, Chief Operating Officer Assurance – Americas

Original Registration Date: 1998-04-03

Latest Revision Date: 2022-07-27

Effective Date: 2022-08-24

Expiry Date: 2025-08-23

Page: 1 of 2



...making excellence a habit.™

Certificate No: **FM 64157**

Location	Registered Activities
OES Inc. 4056 Blakie Road London Ontario N6L 1P7 Canada	Quality Management System, Purchasing/ Receiving, Production, Engineering, Human Resources
OES Inc. 4096 Blakie Road London Ontario N6L 1P7 Canada	Production- Fabrication/Assembly, Sales & Marketing, Kitting, Inventory



Original Registration Date: 1998-04-03

Latest Revision Date: 2022-07-27

Effective Date: 2022-08-24

Expiry Date: 2025-08-23

Page: 2 of 2

This certificate remains the property of BSI and shall be returned immediately upon request.
An electronic certificate can be authenticated [online](http://www.bsigroup.com/ClientDirectory). Printed copies can be validated at www.bsigroup.com/ClientDirectory
To be read in conjunction with the scope above or the attached appendix.
Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 345 080 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.
A Member of the BSI Group of Companies.

CERTIFICATE OF COMPLIANCE

Certificate Number 20140326-E241686
Report Reference E241686-20040920
Issue Date 2014-MARCH-26

Issued to: OES INC
4056 BLAKIE RD
LONDON
ON N6L 1P7 CANADA

**This is to certify that
representative samples of** SIGNS
See Addendum Page

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 48 : Standard for Electric Signs
CSA C22.2, No. 207-M89 : Standard for Portable and
Stationary Electric Signs and Displays

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Listing Mark for the US and Canada should be considered as being covered by UL's Listing and Follow-Up Service meeting the appropriate requirements for US and Canada.

The UL Listing Mark for the US and Canada generally includes: the UL in a circle symbol with "C" and "US" identifiers:  the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus



CERTIFICATE OF COMPLIANCE

Certificate Number 20140326-E241686
Report Reference E241686-20120418
Issue Date 2014-MARCH-26

Issued to: OES INC
4056 BLAKIE RD
LONDON
ON N6L 1P7 CANADA

**This is to certify that
representative samples of**

SIGNS

Cord connected and permanently wired electric signs of the incandescent, fluorescent, LED, HID, or electric discharge tubing type, or combinations thereof

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety:

UL 48 : Standard for Electric Signs
CSA C22.2 No. 207 : Portable and Stationary Electric Signs and Displays

Additional Information:

See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Listing Mark for the US and Canada should be considered as being covered by UL's Listing and Follow-Up Service meeting the appropriate requirements for US and Canada.

The UL Listing Mark for the US and Canada generally includes: the UL in a circle symbol with "C" and "US" identifiers:  the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs

UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 20150402-E241686
Report Reference E241686-20140220
Issue Date 2015-APRIL-02

Issued to: OES INC
4056 BLAKIE RD
LONDON
ON N6L 1P7 CANADA

**This is to certify that
representative samples of** SIGNS
See Addendum Page

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 48, Standard for Electric Signs;
CSA C22.2 No. 207-M89, Portable and Stationary Electric
Signs and Displays

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's
Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.



Bruce Mahrenholz, Assistant Chief Engineer, Global Inspection and Field Services
UL LLC

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contact a local UL Customer Service Representative at <http://ul.com/aboutul/locations/>



CERTIFICATE OF COMPLIANCE

Certificate Number 20150402-E241686
Report Reference E241686-20140220
Issue Date 2015-APRIL-02

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

LED Scoreboards:

The clock models are SHOTS- and GAME- followed by XX, followed by AA and may be followed by additional suffix letters or numbers.

SHOTS = Two digit clock
GAME = Four digit clock
XX = two numbers indicating height in in.
AA = Alterations, (optional) numbers or letters

The ad Panel models are A and L followed by XX-, YYY, x, ZZ, and WWW.

A = fluorescent backlighting
L = LED backlighting
XX = two numbers indicating ad panel depth in in.
YYY = three numbers indicating ad panel width in in.
X = x(by)
ZZ = two numbers indicating ad panel height in in.
WWW = (optional) two or more additional letters or numbers

The ad Panel models are also A followed by T, D, WWW, HH, M, E, (optional) followed by numbers or letters.

A = Ad panel
T = Type, letters or numbers
D = Depth in inches
WWW = Width in inches
HH = Height in inches
M = Mounting type, letters or numbers
E = Electrical input location, Letters or numbers
(optional) followed by numbers or letters



Bruce Mahrenholz, Assistant Chief Engineer, Global Inspection and Field Services
UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 20150402-E241686
Report Reference E241686-20140220
Issue Date 2015-APRIL-02

The scoreboard models are MODEL, MOD, M, or STATS followed by 1, 2, 3, 4, 5, 6, 7, 8, and 9 followed by YYY, followed by AAA or additional letters or numbers.

- 1 = Real Time Clocks
- 2 = Curling Clocks
- 3 = Multi-sport
- 4 = Soccer
- 5 = Basketball
- 6 = Hockey
- 7 = Baseball
- 8 = Football
- 9 = Multi-sport, portable

YYY = three numbers or digits defining model

AAA = Alterations, (optional) 3 or more numbers or letters



Bruce Mahrenholz, Assistant Chief Engineer, Global Inspection and Field Services

UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 20150401-E474953
Report Reference E474953-20150331
Issue Date 2015-APRIL-01

Issued to: OES INC
4056 Blakie Rd
London
On N6L 1P7 CANADA

This is to certify that representative samples of SIGN CONTROLLERS, MESSAGE CENTERS
See Addendum page

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 879 Standard for Electric Sign Components
CSA C22.2 No. 207-M89 Portable and Stationary Electric Signs and Displays

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.

B. Mahlenz

Bruce Mahrenholz, Assistant Chief Engineer, Global Inspection and Field Services

UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 20150401-E474953
Report Reference E474953-20150331
Issue Date 2015-APRIL-01

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

USL, CNL - Sign Controllers, Message Centers For Use With Electric Signs, Models ISC85X-AC, ISC85X-RF, ISC85X-MAX, ISC85X-DC, ISC850, ISC85X-MXO, ISC85X-MXH, ISC9000-ST, ISC9000-PR, ISC9000-MI, ISC9000-MO, ISC9000-X9, ISC9000-X2, ISC9000-CX, ISC9000-IP, ISC9000-WI, ISC9000-PX, and ISC9000-XX where -XX may be any letters or digits.



Bruce Mahrenholz, Assistant Chief Engineer, Global Inspection and Field Services

UL LLC

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Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada



Programme des
marchandises contrôlées

Controlled Goods
Program

Certificat / Certificate

d'inscription accordé à

of Registration issued to

OES Inc.

carrying on business as / exerçant ses activités sous le nom

Le présent certificat confirme votre inscription au Programme des marchandises contrôlées. Votre inscription est assujettie à des conditions réglementaires et aux conditions énoncées par le ministre dans le document "Conditions de l'inscription".

This certificate confirms your registration with the Controlled Goods Program subject to conditions prescribed by regulations and any other conditions set out by the Minister in the "Conditions of Registration" document.

N° de certificat / Certificate No. 10045

Entrée en vigueur / Issued

2020/01/28

yr/mn nm/day

Date d'expiration / Expires

2024/10/28

yr/mn nm/day

Émis par le ministre en vertu de la
Loi sur la production de défense
Issued by the Minister pursuant to
the *Defence Production Act*

Gestionnaire / Manager

Canada



Tab 5 - Products and Services



Products and Services

Warranty:

- 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.

See Provided Warranty Policy

- Availability of replacement parts

Replacement parts are available from our headquarters and our network of National Resellers and Distributors

- Life expectancy of equipment under normal use

Under normal circumstances OES' products should have a life expectancy of 5+ years.

- Detailed information as to proposed return policy on all equipment

See Provided Warranty Policy

Products

OES shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Construction

OES shall perform services in a good and workmanlike manner in accordance with industry standards for the service provided.

Available Product Categories

- Scoreboards
 - Football Scoreboards
 - Basketball Scoreboards
 - Baseball/Softball Scoreboards
 - Lacrosse Scoreboards
 - Hockey Scoreboards
 - Soccer Scoreboards
 - Multi-Sport Scoreboards
 - Tennis Scoreboards
 - Pickleball Scoreboards
 - Volleyball Scoreboards
 - Portable Scoreboards

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- Other Sports
 - Custom Scoreboards
- Scoreboard Controls
 - Console Scoreboard Controller (Wired and Wireless)
 - Handheld Scoreboard Controller (Wireless)
 - Smartphone App Scoreboard Controller (Wired and Wireless)
 - Handheld Timer Control Remotes
 - Wireless Timer Control Remotes
- Time of Day Clocks
 - Outdoor Time of Day Clocks
 - Indoor Time of Day Clocks
 - Locker Room Clocks
- Courtside Scorers Tables
 - With Static Ad Panel
 - With Backlit Ad Panel
 - With LED Display
- Field Timers
 - Football Delay of Game Timer
 - Lacrosse Shot Clocks
 - Segment Timers
- Basketball Shot Clocks
- Basketball Backboard Strip Lights
- Scoring and Timing Accessories
 - Data Distribution Panels
 - Data Convertors
 - Data Wiring Infrastructure
 - External Horn Control Modules
 - External Trumpet Horns
- Hockey Goal Lights
- LED Video Screens
 - Indoor LED Displays
 - Outdoor LED Displays
- LED Video Screen Content Management Solutions
- Electronic Signage
 - Indoor LED Full Color Electronic Signs
 - Outdoor LED Full Color Electronic Signs
 - Full Color LED Time and Temperature Displays
- Digital Signage Content Management Solutions
- Digital Signage Media Players
- Sponsorship Panels
 - Indoor Sponsorship Panels
 - Outdoor Sponsorship Panels
- Interactive Presentation Displays and Kiosks
- Cameras and Video Production Solutions
 - Production Video Switchers

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- Video Signal Distribution
 - Text Generator Software
 - Streaming Software Solutions
- Audio Solutions
 - Indoor Audio Solutions
 - Outdoor Audio Solutions
- Curriculum Development and Assessment
- Services
 - Local Installation Services
 - Third Party Engineering Review
 - Maintenance Inspections and Repairs
 - Service Depot Repairs
- Warranty
 - On Site Warranty Repairs
 - Service Depot Warranty

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Any **venue**. Any **sport**. Any **time**.



From gymnasiums to outdoor fields and athletic facilities, OES has a history of bringing “wow” factor scoring and timing solutions to facilities across North America. Here are a few of the reasons why you'll want to partner with us:

Choice of the Pros

OES has a long standing relationship with the NHL, NBA, NFL, and MLB as one of two companies authorized to provide scoring and timing solutions.

For years we've been part of their facilities, special events and on-going efforts to enhance the game for players and fans alike. We bring our pro venue expertise to every customer we work with.

Commitment to quality

With shatter-proof panels, brighter LEDs, weather-proof coatings, and superior components, we build our scoring and video display products to perform even in the harshest of conditions. Our attention to quality and durability protects a school's investment and increases the lifespan of the scoring solution.

Industry leading LEDs

OES digits are built with higher intensity LEDs and incorporate more LEDs per digit than any other companies. The result is brilliant and superior viewing experience from almost any angle and distance. As a bonus, our ColorCast and ColorCast Pro technology brings an unrivaled selection of LED color options to customize your scoreboard.

If you can imagine it; OES can design it

We can customize our scoring, video and timing products to any size, shape, color and mounting option. With design, manufacturing and assembly all completed in-house, our ability to meet unique requirements, without sacrificing quality, is unmatched.

Let OES bring our impressive indoor and outdoor scoreboard and video display experience to you.

Captivating LED video displays

With a history of exciting video projects, we know what it takes to create an amazing fan experience both indoors and out. Our in house technical expertise will help you select from a range of content management software options, LED type and pitch to ensure your investment fits your needs.

Unbeatable service reputation

We're renowned for exceptional service and our interest in the performance of your scoring solutions doesn't end at installation. From including spare parts to providing local service or phone support, we pride ourselves on our commitment to having customers always lit up and game ready.

Scoring from first pitch to the final out

Baseball Scoreboards

Whether its a compact scoreboard to display essential game stats or a large, customized solution with LED video, electronic team names and sponsor ads, we offer models to suit every play level, field size and budget. For a complete list of baseball scoreboard models and customization options, visit www.oes-scoreboards.com or contact the OES team: sales@oes-inc.com

MODEL 7109B

9' (w) x 4' (h) x 6" (d)

17" - Inning, Score

2" dot - Ball, Strike, Out



MODEL 7116A

16' (w) x 5' (h) x 6" (d)

17" - Inning, Score, Pitch Count

4" dot - Ball, Strike, Out

2" dot - Hit/Error

Optional 10" Electronic Team Names



MODEL 7118B

18' (w) x 8' (h) x 6" (d)

22" - Inning, Score, Ball, Strike, Out, At Bat/Last Play/Pitch Count/Game Timer

2" dot - Hit/Error

Optional 10" Electronic Team Names



MODEL 7120A

20' (w) x 7' (h) x 6" (d)

14" - Inning Score, Runs

17" - Ball, Strike, Out, At Bat/Last Play/Pitch Count/Game Timer

Optional 10" Electronic Team Names



MODEL 7125A

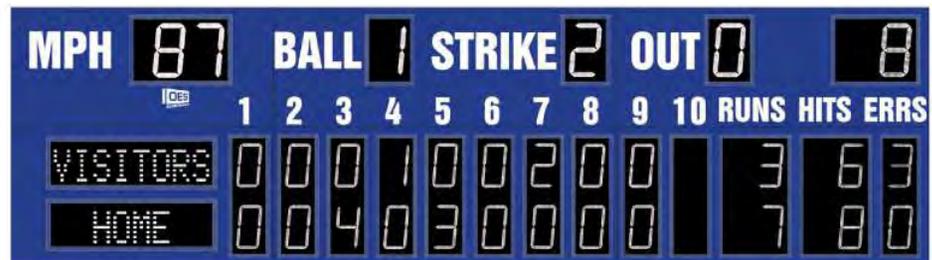
25' (w) x 7" (h) x 6" (d)

14" - Inning Score, Runs, Hits, Errors

17" - Ball, Strike, Out, Last Play

At Bat/Pitch Speed/Game Time/Time of Day Clock

Optional 10" Electronic Team Names



MODEL 7136A

36' (w) x 8' (h) x 8" (d)

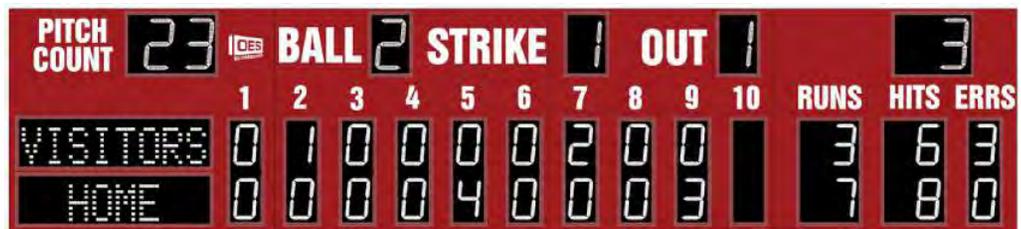
17" - Inning Score, Home & Guest Runs, Runs, Hits

Errors,

22" - Ball, Strike, Out, Last Play, At Bat/Pitch Speed/

Game Timer/Time of Day Clock

Optional 15" Electronic Team Names



Note: Dimensions may vary depending on customization, such as adding electronic team names or captions. Product specifications and related information is subject to change.

Any **venue.** Any **sport.** Any **time.**



ColorCast digits are designed to illuminate your scoreboard with vibrant color. Whether you choose a single digit color or combine multiple colors on your scoreboard, ColorCast offers more digit color flexibility than anywhere else.

Plus, when integrated with ColorCast Pro, ColorCast digits light up your scoreboard with an infinite number of color choices that can be changed at any time.



Standard Color Choices



ColorCast™	ColorCast™ PRO
15 Standard digit color options	Infinite digit color choices
Mix & match colors on the same scoreboard	Change digit color on demand through ColorCast Pro App
Included on all scoreboards and play clocks	Match digit to team color, holidays or special events
Digit color combinations selected at time of order	Save all customize color creations for repeated use
	Set game clock to change color or at specific times and during time outs
	Set game clock color to highlight team in lead
	Have home or visitor score flash when the score changes
	Build a sequence of up to five digit colors to flash at the end of the period or quarter

BROCKPORT

OES

25

AT BAT

3

BALL

2

STRIKE

2

OUT

H

1

2

3

4

5

6

7

8

9

10

RUNS

HITS

ERRS

ITHACA

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1

0

2

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1

0

0

1

0

5

10

2

EAGLES

1

4

2

0

3

1

5

2

0

0

18

23

0

CLARK V. WHITED COMPLEX

LED video displays

Captivate fan for years to come

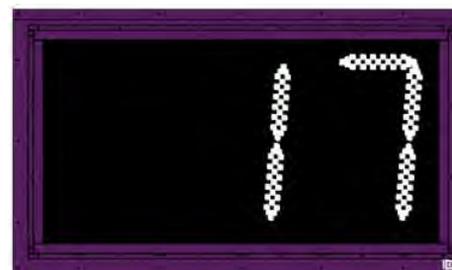
The captivating viewing experience of an OES LED video display adds a new level of excitement to games and draws everyone watching into the action moment by moment. Dazzle your crowd with cheer prompts, scores, stats live video, vibrant animations, sponsors messages and exciting replays. Choose from several options and sizes; or talk to the OES team about custom sizes to really “wow” fans.

	P6 SMD	P8 SMD	P10 SMD	P10 DIP	P12 DIP	P16 DIP
Pitch	6mm	8mm	10mm	10mm	12mm	16mm
Brightness (nit)	5500	6000	6500	7500	7500	7500
Viewing angle (H/V)	160°/160°	160°/160°	160°/160°	110°/70°	110°/70°	110°/70°
Contrast ratio	3000:1	3000:1	3000:1	3000:1	3000:1	3000:1
Processing depth	12-14 bit					
Colors	68.7 billion – 4.4 trillion					

LED Pitch Clock

Pitch Count and Pitch Timers

Built with the same proven technology trusted by the MLB, MiBL, and NCAA. Our pitch count and pitch timers seamlessly integrates with any OES scoring system or can operate independently from any existing scoreboard. Includes ultra-bright ColorCast LED digits to ensure the display is easily seen by players, referees, and fans.



Pitch Count and Timers	
17"	30"
3'9" (w) x 2'2" (h) x 6" (d)	5' (w) x 3'1" (h) x 6" (d)
108 lbs	170 lbs
M1417	M1430

Endless accent options

Customize your scoreboard with accents to create a striking look and give sponsors an eye-catching place to advertise. Add options for decorative trusses, customized colors and electronic team names to complete the major league ballpark look. Popular options include:

- Choice of enclosure colors
- Choice of LED digit colors with ColorCast
- Advertising panels
- LED Video screen
- Decorative trusses
- Colored vinyl captions
- Electronic team names
- Electronic captions
- Safety screens and netting
- Audio solutions
- Video production solutions
- And more ...

For a complete list of accessories, engagements and customization options, talk to the OES team.

Bring your scoreboard to life with Bolt, OES' live event production suite.

Configuration options for At Bat, MPH, Pitch Count, Time of Day and Game Timer

With electronic team names you can switch whose playing at the touch of button.

Personalize with an outdoor truss, arch or identity panel.

Create a modern, crystal clear display with ColorCast 15 standard digit colors.

Identify and recognize sponsors with ad panels and logo plates.

Controller systems

Controllers

Whether it's wired or wireless, OES controllers are so user-friendly that operators can change the scoreboard display without taking their eyes off the game. From our lightweight hand-held ISC-HHX and ISC-HH controllers to our renowned ISC9000 controller, our Scoring and timing systems are designed to be easy, efficient and are capable of linking multiple scoreboards together and are compatible with most track and field solutions such as FinishLynx™.



Renowned for being the best controller in the industry, the ISC9000 can be found in pro venues, colleges, high schools, middle schools and community facilities across North America. Whether it's wired or wireless the ISC9000 is easy, efficient and designed to link multiple scoreboards.



The ISC-HHX hand-held controller puts the game in the palm of your hand. Based on the same trusted user friendly technology as the ISC 9000, the ISC-HHX has the battery life to run a full day of games.



Protect your controller in between games with a rugged carry case. Every case is water and dust proof and includes custom foam inserts with space to store both controller and accessories.

The ISC-HH is the scorekeeper's perfect companion allowing refs to control crucial timing direct from the field or court



LED Content Management Systems



- Easy to use initiative interface.
- Create custom graphics and edit content
- Quickly overlay graphics to any part of your display.
- Fully customizable virtual scoreboard editor.
- One click to trigger multiple content files simultaneously
- Easy hot key triggering.
- Content playlists available
- Color coded thumbnails easily identifies media type and zones
- Data input support for common statistic and track and field software packages

Bolt

Bolt is a powerful and easy to use live event production suite for entertaining your sports audience. It can easily broadcast live video feeds, still graphics, and motion graphics. Using Bolts initiative interface, you can run a series of promotional advertisements that provide your facility with a steady stream of revenue generating opportunities. While Bolt shines for entertaining the live audience during the game, it can also be used to produce timely messages or run sponsor ads all day long.

Bolt connects directly with your OES controller and can display a wide range of real time scoring and stats information to enhance the game day experience.





Video displays. Scoreboards. Scoring & timing.

About OES Scoreboards

Founded in 1980 to provide technology support services, OES Inc. soon began developing its own technology solutions. It successfully brought many products to market for mission-critical applications in the environmental, healthcare, vehicular, agricultural, and defense industries.

In 1994, OES Inc. leveraged its innovation experience and technology pioneering methods to develop their first LED scoreboard and create OES Scoreboards. Since that time, we've continued to be an innovation leader in scoring and timing.

Our scoreboards, video displays, scoring and timing technology products can be found in venues across North America. Look for OES scoring and timing solutions at your favorite stadium, arena, field or venue.

Contact OES Scoreboards to hear how we can bring our Pro facility experience to your school.

• **1.877.652.5833** • oes-scoreboards.com • email: sales@oes-inc.com



COLLEGE OF DUPAGE SARK PARK

OES

BALL STRIKE OUT

AT BAT

1 2 3 4 5 6 7 8 R H E

HIGHLAND

DUPAGE



4096 Blakie Road,
London, Ontario
Canada N6L 1P7
U.S and Canada 1-877-652-5833

sales@oes-inc.com

oes-scoreboards.com

Connect with us:



PLUS PLU PLS			PLUS PLU PLS
32 0 8			11 0 6
TD: 0 FOULS: 2 BONUS:	Belmont 14	15:37 QTR:1 11 PMS P	Vanderbilt 13 TD: 0 FOULS: 4 BONUS:



Basketball Solutions



Any **venue**. Any **sport**. Any **time**.



From gymnasiums to outdoor fields and athletic facilities, OES has a history of bringing “wow” factor scoring and timing solutions to facilities across North America. Here are a few of the reasons why you'll want to partner with us:

Choice of the Pros

OES has a long standing relationship with the NHL, NBA, NFL, and MLB as one of two companies authorized to provide scoring and timing solutions.

For years we've been part of their facilities, special events and on-going efforts to enhance the game for players and fans alike. We bring our pro venue expertise to every customer we work with.

Commitment to quality

With shatter-proof panels, brighter LEDs, weather-proof coatings, and superior components, we build our scoring and video display products to perform even in the harshest of conditions. Our attention to quality and durability protects a school's investment and increases the lifespan of the scoring solution.

Industry leading LEDs

OES digits are built with higher intensity LEDs and incorporate more LEDs per digit than any other companies. The result is brilliant and superior viewing experience from almost any angle and distance. As a bonus, our ColorCast and ColorCast Pro technology brings an unrivaled selection of LED color options to customize your scoreboard.

If you can imagine it; OES can design it

We can customize our scoring, video and timing products to any size, shape, color and mounting option. With design, manufacturing and assembly all completed in-house, our ability to meet unique requirements, without sacrificing quality, is unmatched.

Let OES bring our impressive indoor and outdoor scoreboard and video display experience to you.

Captivating LED video displays

With a history of exciting video projects, we know what it takes to create an amazing fan experience both indoor and out. Our in house technical expertise will help you select from a range of content management software options, LED type and pitch to ensure your investment fits your needs.

Unbeatable service reputation

We're renowned for exceptional service and our interest in the performance of your scoring solutions doesn't end at installation. From including spare parts to providing local service or phone support, we pride ourselves on our commitment to having customers always lit up and game ready.

Scoring from Tip Off to the Final Buzzer

Basketball Scoreboards

Whether it's a compact scoreboard to display essential game stats or a large, customized solution with LED video, electronic team names and sponsor ads, we offer models to suit every play level, facility size and budget. For a complete list of Basketball scoreboard models and customization options, visit www.oes-scoreboards.com or contact the OES team: sales@oes-inc.com

MODEL 5005A

5' (w) x 2'8" (h) x 4" (d)

7" - Time, Score, Quarter

2" - Possession Dot, Single & Double Bonus



MODEL 5006B

6' (w) x 6' (h) x 4" (d)

14" - Time

10" - Score

7" - Quarter, Team Fouls, Players Stats

2" - Possession Dots, Time Out Dots, Single & Double Bonus



MODEL 5006A

6' (w) x 4' (h) x 4" (d)

14" - Time

10" - Score

7" - Quarter

2" - Possession Dot, Time Out Dot, Single & Double Bonus



MODEL 5008B

8' (w) x 6' (h) x 4" (d)

14" - Time

10" - Score

7" - Quarter, Time Outs Left, Team Fouls, Player Stats

2" - Possession Dots, Time Out Dots, Single & Double Bonus

Optional 5" Electronic Team Names

MODEL 5010A

9'11" (w) x 4'6" (h) x 4" (d)

10" - Time, Score

7" - Quarter, Time Outs Left, Team Fouls, Player Stats

2" - Possession Arrow, Time Out Arrow, Single & Double Bonus

Optional 5" Electronic Team Names

MODEL 5009C

9' (w) x 7'5" (h) x 4" (d)

14" - Time, Score

10" - Quarter, Team Fouls, Player Stats

7" - Time Outs Left

2" - Possession Arrow, Time Out Arrow, Single & Double Bonus Arrow

Optional 5" Electronic Team Names

Optional 3" Electronic Captions



Note: Dimensions may vary depending on customization, such as adding electronic team names or captions. Product specifications and related information is subject to change.

Any **venue.** Any **sport.** Any **time.**



Your Team. Your Colors

ColorCast digits are designed to illuminate your scoreboard with vibrant color. Whether you choose a single digit color or combine multiple colors on your scoreboard, ColorCast offers more digit color flexibility than anywhere else.

Plus, when integrated with ColorCast Pro, ColorCast digits light up your scoreboard with an infinite number of color choices that can be changed at any time.



Standard Color Choices



ColorCast™	ColorCast™ PRO
15 Standard digit color options	Infinite digit color choices
Mix & match colors on the same scoreboard	Change digit color on demand through ColorCast Pro App
Included on all scoreboards and play clocks	Match digit to team color, holidays or special events
Digit color combinations selected at time of order	Save all customize color creations for repeated use
	Set game clock to change color or at specific times and during time outs
	Set game clock color to highlight team in lead
	Have home or visitor score flash when the score changes
	Build a sequence of up to five digit colors to flash at the end of the period or quarter

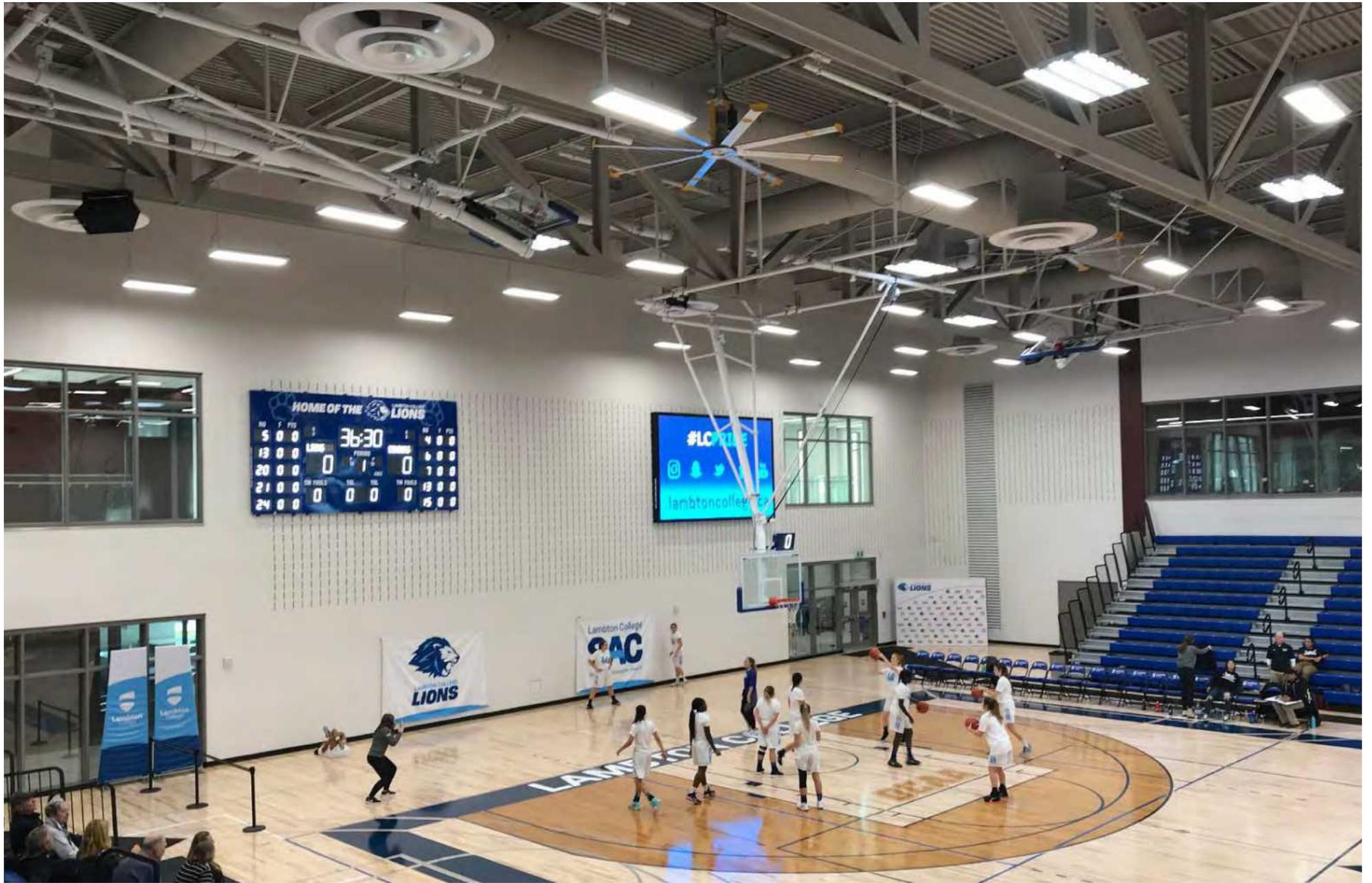


Lambton Lions

- 16' W x 9'6" H LED Videoboard
- 16' W x 6'4" H OES Basketball Scoreboard
- 9' W x 6'4" H OES Basketball Scoreboard
- 8' Scoring Tables
- 10" Shot Clocks
- Bolt Live Event Production Suite

“The work OES did at Lambton College for our new Athletics & Fitness Complex is truly exceptional. I’ve had the opportunity to visit a vast majority of post-secondary athletic centers and what we now have here at Lambton in terms of scoring, timing and LED display technology is ahead of the class.”

- James Grant (General Manager)



LED video displays

Captivate fan for years to come

The captivating viewing experience of an OES LED video display adds a new level of excitement to games and draws everyone watching into the action moment by moment. Dazzle your crowd with cheer prompts, scores, stats, live video, vibrant animations, sponsor messages and exciting replays. Choose from several options and sizes; or talk to the OES team about custom sizes to really “wow” fans.

	P1.8 SMD	P2.5 SMD	P3.91 SMD	P4.81 SMD	P5.95 SMD	P10 SMD
Pitch	1.8mm	2.5mm	3.91mm	4.81mm	5.95mm	10mm
Brightness (nit)	1000	1200	1200	1200	1800	2500
Viewing angle (H/V)	160°/160°	160°/160°	160°/160°	110°/70°	110°/70°	110°/70°
Contrast ratio	4000:1	4000:1	4000:1	4000:1	4000:1	4000:1
Processing depth	12-14 bit					
Colors	68.7 billion – 4.4 trillion					

LED Play Clocks

Shot clocks and Backboard Strip Lights

Built with the same proven technology trusted by the NBA and NCAA. Our shot clocks and strip lights seamlessly integrates with any OES scoring system or can operate independently from any existing scoreboard. The ultra bright LED digits ensure the display is easily seen by players, referees, and fans.



Shot Clocks			
10"	14"	14" Play Clock 7 " Game Time	See Through 14" Shot Clocks 7" Game Time
20" (w) x 14" (h) x 6" (d)	24" (w) x 22" (h) x 4" (d)	32" (w) x 32" (h) x 6" (d)	32" (w) x 32" (h) x 6 (d)
15 lbs	13 lbs	35 lbs	35 lbs
SHOTS10	SHOTS14ICE	SHOTS14G7	SHOTS-ST
Backboard Strip Lights			
SL-BB-EOP	Backboard End of Period		
SL-BB-ESC	Backboard End of Shot Clock		

Accent Options

Endless accent options

Add a multitude of accent options to help create a dynamic and unique scoreboard that will enhance game excitement, delight fans while adding a professional venue feel to your field. For facilities that host multiple sports, options for electronic captions can seamlessly change between sports, adding more versatility to your scoreboard.

- Choice of enclosure colors
- Choice of LED digit colors with ColorCast
- Advertising panels
- LED Video Screen
- Decorative trusses
- Colored vinyl captions
- Electronic team names
- Electronic captions
- Safety screens and netting
- Audio solutions
- Video production solutions
- And more ...

For a complete list of accessories, engagements and customization options, talk to the OES team.

With electronic team names you can switch whose playing at the touch of button.

With electronic captions you can switch sports easily.

Identify and recognize sponsors with ad panels and logo plates.

Personalize with an truss, arch or identity panel.

Bring your scoreboard to life with Bolt, OES' live event production suite.

Create a modern, crystal clear display with ColorCast's 15 standard digit colors.

Controller systems

Controllers

Whether it's wired or wireless, OES controllers are so user-friendly that operators can change the scoreboard display without taking their eyes off the game. From our lightweight hand-held ISC-HHX and ISC-HH controllers to our renowned ISC9000 controller, our Scoring and timing systems are designed to be easy, efficient and are capable of linking multiple scoreboards together and are compatible with most track and field solutions such as FinishLynx™.



Renowned for being the best controller in the industry, the ISC9000 can be found in pro venues, colleges, high schools, middle schools and community facilities across North America. Whether it's wired or wireless the ISC9000 is easy, efficient and designed to link multiple scoreboards.



The ISC-HHX hand-held controller puts the game in the palm of your hand. Based on the same trusted user friendly technology as the ISC 9000, the ISC-HHX has the battery life to run a full day of games.



Protect your controller in between games with a rugged carry case. Every case is water and dust proof and includes custom foam inserts with space to store both controller and accessories.

The ISC-HH is the scorekeeper's perfect companion allowing refs to control crucial timing direct from the field or court



LED Content Management Systems



Bolt

Bolt is a powerful and easy to use live event production suite for entertaining your sports audience. It can easily broadcast live video feeds, still graphics, and motion graphics. Using Bolts initiative interface, you can run a series of promotional advertisements that provide your facility with a steady stream of revenue generating opportunities. While Bolt shines for entertaining the live audience during the game, it can also be used to produce timely messages or run sponsor ads all day long.

Bolt connects directly with your OES controller and can display a wide range of real time scoring and stats information to enhance the game day experience.

- Easy to use initiative interface.
- Built in custom graphics editor
- Quickly overlay graphics to any part of your display.
- Fully customizable virtual scoreboard editor.
- One click to trigger multiple content files simultaneously
- Easy hot key triggering.
- Content playlists available
- Color coded thumbnails easily identifies media type and zones
- Data input support for common statistic and track and field software packages



LED Scoring Tables

Scoring Tables

Light up your sidelines and ignite your crowd with OES scoring tables. With stunning clarity and exceptional durability, OES scoring tables are an affordable, dynamic and modern way to add excitement to games. Display in game information and generate revenue through limitless sponsorship and advertising.



LED Scoring Tables		
6'	8'	10'
77" (w) x 40" (h) x 29" (d)	96" (w) x 40" (h) x 29" (d)	120" (w) x 40" (h) x 29" (d)
6 mm pitch	6 mm pitch	6 mm pitch
320 (w) x 120 (h) Resolution	400 (w) x 120 (h) Resolution	480 (w) x 120 (h) Resolution
1800 nits	1800 nits	1800 nits

Also available in backlit and non backlit sponsor panels

- Durable aluminum frame with powder coat finish
- Choice of padding color
- Easily connect additional tables together for a larger seamless display
- Built in multiple outlet power strip
- Compact design with folding tabletop
- Optional integrated bonus and possession markers

Video displays. Scoreboards. Scoring & timing.

About OES Scoreboards

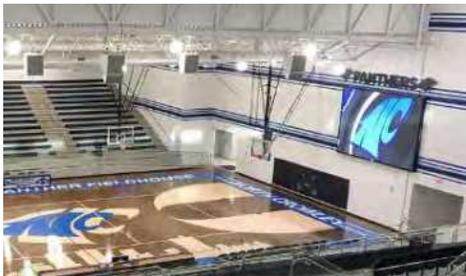
Founded in 1980 to provide technology support services, OES Inc. soon began developing its own technology solutions. It successfully brought many products to market for mission-critical applications in the environmental, healthcare, vehicular, agricultural, and defense industries.

In 1994, OES Inc. leveraged its innovation experience and technology pioneering methods to develop their first LED scoreboard and create OES Scoreboards. Since that time, we've continued to be an innovation leader in scoring and timing.

Our scoreboards, video displays, scoring and timing technology products can be found in venues across North America. Look for OES scoring and timing solutions at your favorite stadium, arena, field or venue.

Contact OES Scoreboards to hear how we can bring our Pro facility experience to your school.

• **1.877.652.5833** • **oes-scoreboards.com** • **email: sales@oes-inc.com**





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U.S and Canada 1-877-652-5833

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Connect with us:





DES CHOICE OF THE PROS
SCOREBOARDS

Football Solutions



Any **venue**. Any **sport**. Any **time**.



From gymnasiums to outdoor fields and athletic facilities, OES has a history of bringing “wow” factor scoring and timing solutions to facilities across North America. Here are a few of the reasons why you'll want to partner with us:

Choice of the Pros

OES has a long standing relationship with the NHL, NBA, NFL, and MLB as one of two companies authorized to provide scoring and timing solutions.

For years we've been part of their facilities, special events and on-going efforts to enhance the game for players and fans alike. We bring our pro venue expertise to every customer we work with.

Commitment to quality

With shatter-proof panels, brighter LEDs, weather-proof coatings, and superior components, we build our scoring and video display products to perform even in the harshest of conditions. Our attention to quality and durability protects a school's investment and increases the lifespan of the scoring solution.

Industry leading LEDs

OES digits are built with higher intensity LEDs and incorporate more LEDs per digit than any other companies. The result is brilliant and superior viewing experience from almost any angle and distance. As a bonus, our ColorCast and ColorCast Pro technology brings an unrivaled selection of LED color options to customize your scoreboard.

If you can imagine it; OES can design it

We can customize our scoring, video and timing products to any size, shape, color and mounting option. With design, manufacturing and assembly all completed in-house, our ability to meet unique requirements, without sacrificing quality, is unmatched.

Let OES bring our impressive indoor and outdoor scoreboard and video display experience to you.

Captivating LED video displays

With a history of exciting video projects, we know what it takes to create an amazing fan experience: both indoor and out. Our in house technical expertise will help you select from a range of content management software options, LED type and pitch to ensure your investment fits your needs.

Unbeatable service reputation

We're renowned for exceptional service and our interest in the performance of your scoring solutions doesn't end at installation. From including spare parts to providing local service or phone support, we pride ourselves on our commitment to having customers always lit up and game ready.

Scoring from first down to final touchdown

Football Scoreboards

Whether it's a compact scoreboard to display essential game stats or a large, customized solution with LED video, electronic team names and sponsor ads, we offer models to suit every play level, field size and budget. For a complete list of football scoreboard models and customization options, visit www.oes-scoreboards.com or contact the OES team: sales@oes-inc.com

MODEL 8006A

6' (w) x 4' (h) x 6" (d)

14" - Time

10" - Score, Quarter



MODEL 8015A

15' (w) x 7' (h) x 6" (d)

22" - Time, Score,

17" - Quarter, Down, Yards To Go, Ball On

Optionals 10" Electronic Team Names



MODEL 8020A

20' (w) x 8' (h) x 6" (d)

22" - Time, Score

17" - Ball On, Quarter, Down, Yards To Go

14" - Time Out Left

Optional 10" Electronic Team Names & Captions





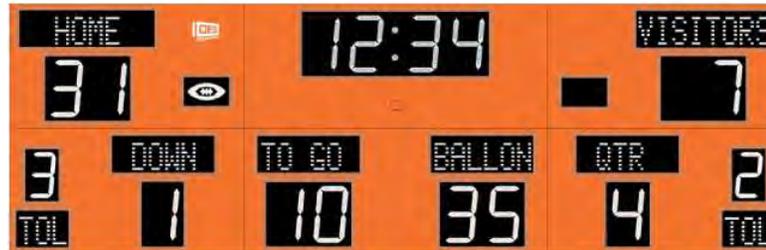
MODEL 8025A

25' (w) x 8' (h) x 6" (d)

22" - Time, Score, Ball On, Quarter, Down, Yards To Go

17" - Time Out Left

Optional 10" Electronic Team Names & Captions



MODEL 8032A

32' (w) x 9'4" (h) x 6" (d)

30" - Time

22" Down, Ball On, Yards To Go, Quarter

17" Time Outs Left

Optional 10" Electronic Team Names &



MODEL 8036A

36' (w) x 9'4" (h) x 8" (d)

30" - Time, Score

22" - Ball On, Quarter, Down, Yards To Go

17" - Time Out Left

Optional 15" Electronic team Names

Optional 10" Electronic Captions



Note: Dimensions may vary depending on customization, such as adding electronic team names or captions. Product specifications and related information is subject to change.

Any **venue.** Any **sport.** Any **time.**



Your Team. Your Colors

ColorCast digits are designed to illuminate your scoreboard with vibrant color. Whether you choose a single digit color or combine multiple colors on your scoreboard, ColorCast offers more digit color flexibility than anywhere else.

Plus, when integrated with ColorCast Pro, ColorCast digits light up your scoreboard with an infinite number of color choices that can be changed at any time.



Standard Color Choices



ColorCast™	ColorCast™ PRO
15 Standard digit color options	Infinite digit color choices
Mix & match colors on the same scoreboard	Change digit color on demand through ColorCast Pro App
Included on all scoreboards and play clocks	Match digit to team color, holidays or special events
Digit color combinations selected at time of order	Save all customize color creations for repeated use
	Set game clock to change color or at specific times and during time outs
	Set game clock color to high-light team in lead
	Have home or visitor score flash when the score changes
	Build a sequence of up to five digit colors to flash at the end of the period or quarter



Gateway Gators

- 25' W x 19' H LED Videoboard
- 8 backlit ad panels
- Custom truss & logos
- 40' W x 3'10" H OES Football Scoreboard
- 28" Play clocks
- Bolt Live Event Production suite
- Scoring & Timing Solution ISC9000



LED video displays

Captivate fan for years to come

The captivating viewing experience of an OES LED video display adds a new level of excitement to games and draws everyone watching into the action moment by moment. Dazzle your crowd with cheer prompts, scores, stats, live video, vibrant animations, sponsor messages and exciting replays. Choose from several options and sizes; or talk to the OES team about custom sizes to really “wow” fans.

	P6 SMD	P8 SMD	P10 SMD	P10 DIP	P12 DIP	P16 DIP
Pitch	6mm	8mm	10mm	10mm	12mm	16mm
Brightness (nit)	5500	6000	6500	7500	7500	7500
Viewing angle (H/V)	160°/160°	160°/160°	160°/160°	110°/70°	110°/70°	110°/70°
Contrast ratio	3000:1	3000:1	3000:1	3000:1	3000:1	3000:1
Processing depth	12-14 bit					
Colors	68.7 billion – 4.4 trillion					

LED Play Clocks

Play clocks and segment timers

Built with the same proven technology trusted by the NFL and NCAA. Our play clocks and segment timers seamlessly integrates with any OES scoring system or can operate independently from any existing scoreboard. Includes white perimeter border to ensure the display is easily seen by players, referees, and fans.



Play Clocks		
22"	28"	30" Play Clock / 14 " Game Time
3'8" (w) x 2'11" (h) x 6" (d)	3'9" (w) x 3'4" (h) x 6" (d)	5' (w) x 4'10" (h) x 6" (d)
50 lbs	60 lbs	150 lbs
SHOTS22	SHOTS28	M8987
Segment Timers		
10"	14"	17"
3'4" (w) x 3' (h) x 6" (d)	4' (w) x 3'9" (h) x 6" (d)	5' (w) x 4'2" (h) x 6" (d)
40 lbs	80 lbs	233 lbs
M1310	M1314	M1317

Accent Options

Endless accent options

Add a multitude of accent options to help create a dynamic and unique scoreboard that will enhance game excitement, delight fans while adding a professional venue feel to your field. For fields that host multiple sports, options for electronic captions can seamlessly change between sports, adding more versatility to your scoreboard.

- Choice of enclosure colors
- Choice of LED digit colors with ColorCast
- Advertising panels
- LED Video Screen
- Decorative trusses
- Colored vinyl captions
- Electronic team names
- Electronic captions
- Safety screens and netting
- Audio solutions
- Video production solutions
- And more ...

For a complete list of accessories, engagements and customization options, talk to the OES team.



The image shows a Texas Dragons scoreboard with various customization options highlighted by callout boxes. The scoreboard features a central video screen showing a football player, surrounded by advertising panels for Dick's, Coca-Cola, McDonald's, Cisco, and Adidas. The scoreboard displays the score (DRAGONS 21, VISITORS 14), time (10:09), and game statistics (DOWN 2, TO GO 3, BALLON 19, QTR 4).

Bring your scoreboard to life with Bolt, OES' live event production suite.

Identify and recognize sponsors with ad panels and logo plates.

With electronic captions you can switch sports easily

Personalize with an outdoor truss, arch or identity panel.

With electronic team names you can switch whose playing at the touch of button.

Create a modern, crystal clear display with ColorCast's 15 standard digit colors.

Controller systems

Controllers

Whether it's wired or wireless, OES controllers are so user-friendly that operators can change the scoreboard display without taking their eyes off the game. From our lightweight hand-held ISC-HHX and ISC-HH controllers to our renowned ISC9000 controller, our Scoring and timing systems are designed to be easy, efficient and are capable of linking multiple scoreboards together and are compatible with most track and field solutions such as FinishLynx™.



Renowned for being the best controller in the industry, the ISC9000 can be found in pro venues, colleges, high schools, middle schools and community facilities across North America. Whether it's wired or wireless the ISC9000 is easy, efficient and designed to link multiple scoreboards.



The ISC-HHX hand-held controller puts the game in the palm of your hand. Based on the same trusted user friendly technology as the ISC 9000, the ISC-HHX has the battery life to run a full day of games.



Protect your controller in between games with a rugged carry case. Every case is water and dust proof and includes custom foam inserts with space to store both controller and accessories.

The ISC-HH is the scorekeeper's perfect companion allowing refs to control crucial timing direct from the field or court



LED Content Management Systems



Bolt

Bolt is a powerful and easy to use live event production suite for entertaining your sports audience. It can easily broadcast live video feeds, still graphics, and motion graphics. Using Bolts initiative interface, you can run a series of promotional advertisements that provide your facility with a steady stream of revenue generating opportunities. While Bolt shines for entertaining the live audience during the game, it can also be used to produce timely messages or run sponsor ads all day long.

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- Easy to use initiative interface.
- Built in custom graphics editor
- Quickly overlay graphics to any part of your display.
- Fully customizable virtual scoreboard editor.
- One click to trigger multiple content files simultaneously
- Easy hot key triggering.
- Content playlists available
- Color coded thumbnails easily identifies media type and zones
- Data input support for common statistic and track and field software packages





Video displays. Scoreboards. Scoring & timing.

About OES Scoreboards

Founded in 1980 to provide technology support services, OES Inc. soon began developing its own technology solutions. It successfully brought many products to market for mission-critical applications in the environmental, healthcare, vehicular, agricultural, and defense industries.

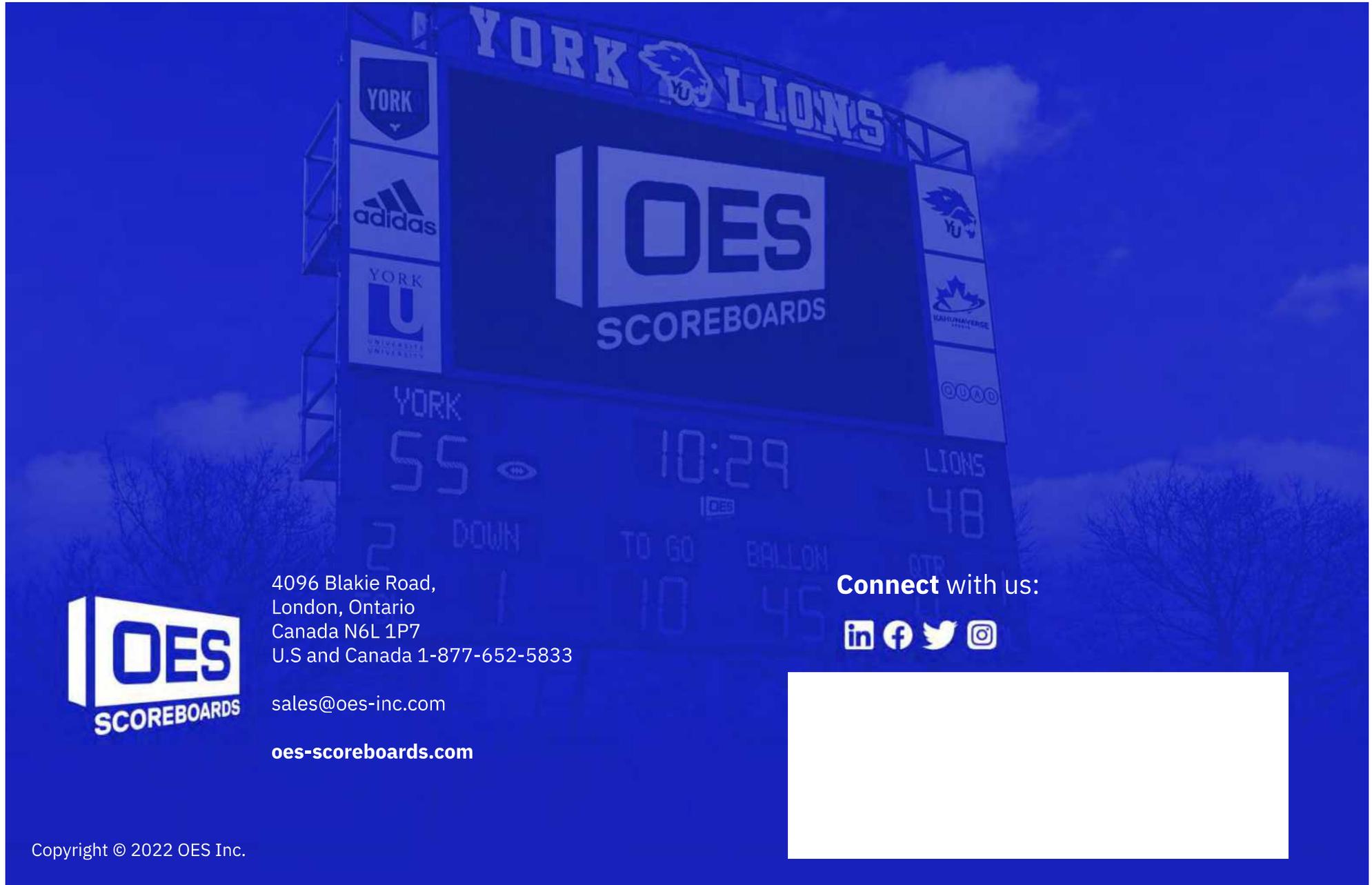
In 1994, OES Inc. leveraged its innovation experience and technology pioneering methods to develop their first LED scoreboard and create OES Scoreboards. Since that time, we've continued to be an innovation leader in scoring and timing.

Our scoreboards, video displays, scoring and timing technology products can be found in venues across North America. Look for OES scoring and timing solutions at your favorite stadium, arena, field or venue.

Contact OES Scoreboards to hear how we can bring our Pro facility experience to your school.

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Connect with us:



MEMORIAL GARDENS SAULT STE. MARIE GFL MEMORIAL GARDENS



STE. MARIE GFL MEMORIAL GARDENS SAULT STE. MARIE GFL MEMORIAL GARDENS



0  PERIOD 1 20:00  0
0 SHOTS 0

 CHOICE OF THE PROS
SCOREBOARDS

Hockey & Ringette Solutions



Any **venue**. Any **sport**. Any **time**.



From gymnasiums to outdoor fields and athletic facilities, OES has a history of bringing “wow” factor scoring and timing solutions to facilities across North America. Here are a few of the reasons why you'll want to partner with us:

Choice of the Pros

OES has a long standing relationship with the NHL, NBA, NFL, and MLB as one of two companies authorized to provide scoring and timing solutions.

For years we've been part of their facilities, special events and on-going efforts to enhance the game for players and fans alike. We bring our pro venue expertise to every customer we work with.

Commitment to quality

With shatter-proof panels, brighter LEDs, weather-proof coatings, and superior components, we build our scoring and video display products to perform even in the harshest of conditions. Our attention to quality and durability protects a school's investment and increases the lifespan of the scoring solution.

Industry leading LEDs

OES digits are built with higher intensity LEDs and incorporate more LEDs per digit than any other companies. The result is brilliant and superior viewing experience from almost any angle and distance. As a bonus, our ColorCast and ColorCast Pro technology brings an unrivaled selection of LED color options to customize your scoreboard.

If you can imagine it; OES can design it

We can customize our scoring, video and timing products to any size, shape, color and mounting option. With design, manufacturing and assembly all completed in-house, our ability to meet unique requirements, without sacrificing quality, is unmatched.

Let OES bring our impressive indoor and outdoor scoreboard and video display experience to you.

Captivating LED video displays

With a history of exciting video projects, we know what it takes to create an amazing fan experience both indoors and out. Our in house technical expertise will help you select from a range of content management software options, LED type and pitch to ensure your investment fits your needs.

Unbeatable service reputation

We're renowned for exceptional service and our interest in the performance of your scoring solutions doesn't end at installation. From including spare parts to providing local service or phone support, we pride ourselves on our commitment to having customers always lit up and game ready.

Scoring from Puck Drop to Penalty Shot

Hockey Scoreboards

Whether it's a compact scoreboard to display essential game stats or a large, customized solution with LED video, electronic team names and sponsor ads, we offer models to suit every play level, rink size and budget. For a complete list of football scoreboard models and customization options, visit www.oes-scoreboards.com or contact the OES team: sales@oes-inc.com

MODEL 6006A

6' (w) x 3'6" (h) x 4" (d)

14" - Time

10" - Score

7" - Period

2" - Penalty 1 & 2

MODEL 6009A

9' (w) x 3'10" (h) x 4" (d)

14" - Time, Score

10" - Period

2" - Penalty dot 1 & 2

Optional 5" Electronic Team names

MODEL 6009D

9' (w) x 7'8" (h) x 4" (d)

14" - Time, Score

10" - Period, Penalty (Player & Time)

Optional 5" Electronic Team Names



MODEL 6010C

9'11" (w) x 4'11" (h) x 4" (d)

10" - Time, Score

7" - Period, Penalty (Player & numbers), Shots on Goal

Optional 5" Electronic Team Names



MODEL 8032A

18' (w) x 3'10" (h) x 4" (d)

14" - Time, Score

10" - Period, Penalty (Player & Time)

Optional 5" Electronic Team Names



MODEL 6023A

23' (w) x 3'10" (h) x 4" (d)

14" - Time, Score

10" - Period, Penalty (Player & Time), Shots on Goal

Optional 5" Electronic team Names



Note: Dimensions may vary depending on customization, such as adding electronic team names or captions. Product specifications and related information is subject to change.

Any **venue.** Any **sport.** Any **time.**



Your Team. Your Colors

ColorCast digits are designed to illuminate your scoreboard with vibrant color. Whether you choose a single digit color or combine multiple colors on your scoreboard, ColorCast offers more digit color flexibility than anywhere else.

Plus, when integrated with ColorCast Pro, ColorCast digits light up your scoreboard with an infinite number of color choices that can be changed at any time.



Standard Color Choices

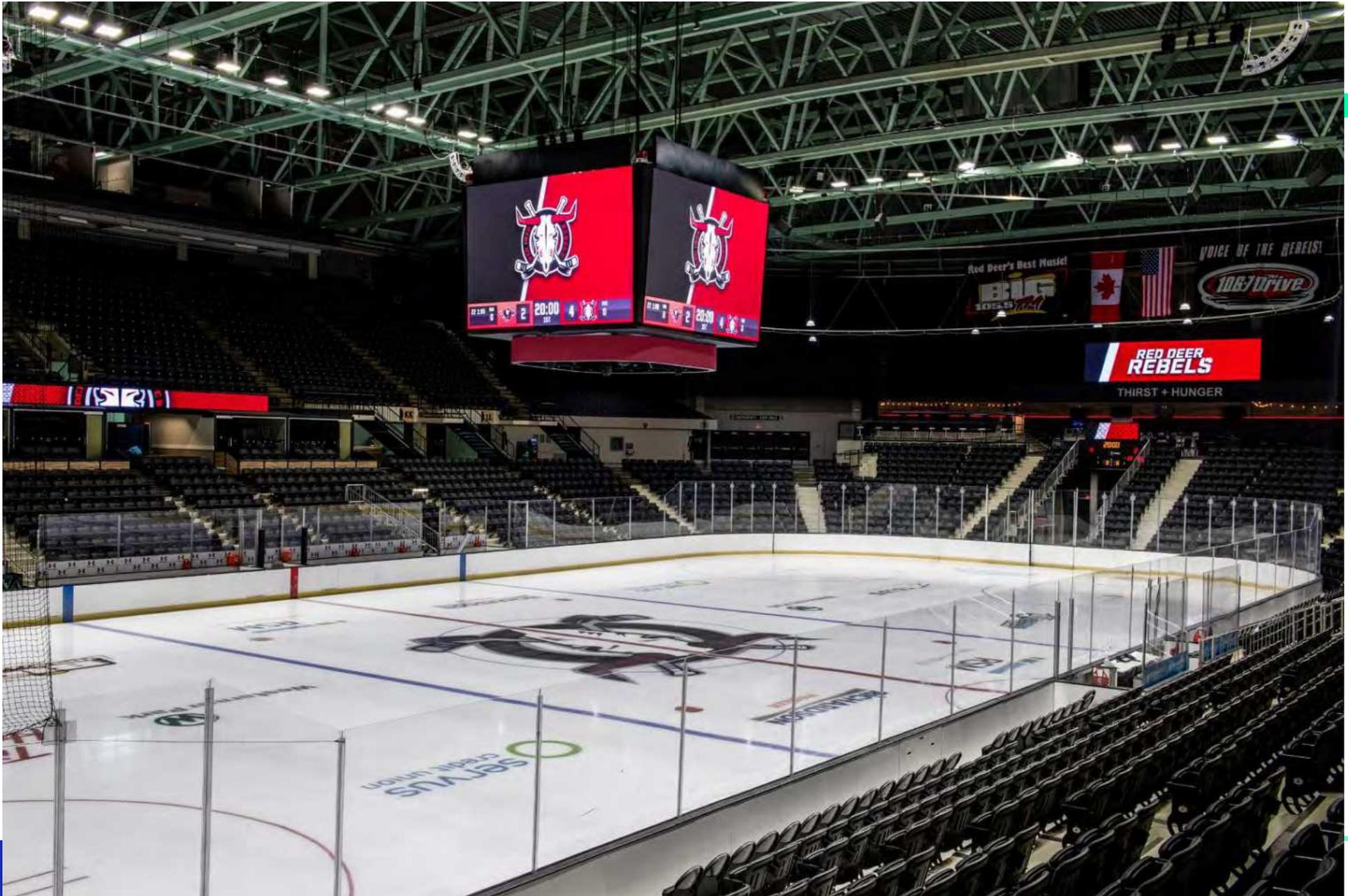


 ColorCast™	 ColorCast™ PRO
15 Standard digit color options	Infinite digit color choices
Mix & match colors on the same scoreboard	Change digit color on demand through ColorCast Pro App
Included on all scoreboards and play clocks	Match digit to team color, holidays or special events
Digit color combinations selected at time of order	Save all customize color creations for repeated use
	Set game clock to change color at specific times and during time outs
	Set game clock color to highlight team in lead
	Have home or visitor score flash when the score changes
	Build a sequence of up to five digit colors to flash at the end of the period or quarter



Barrie Colts

- 12' W x 9'6" H LED Videoboard
- 2' H Lower LED Ring
- 2' H Illuminated Upper Static Ring
- Illuminated Static Ad Panels
- Goal Lights
- Motion Rocket Event Production Suite
- Scoring & Timing Solution ISC9000



Scoreboard information:

12:00	1	2	20:00	4	1	1	2	20:00	3	1	1
-------	---	---	-------	---	---	---	---	-------	---	---	---

RED DEER REBELS
THIRST + HUNGER

Red Deer's Best Music!
BIG
LEVEL 45



VOICE OF THE REBELS!
106.7 Drive

1521

SEYMOUR
CREATIVITY
GENIUS

LED video displays

Captivate fan for years to come

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	P1.8 SMD	P2.5 SMD	P3.91 SMD	P4.81 SMD	P5.95 SMD	P10 SMD
Pitch	1.8mm	2.5mm	3.91mm	4.81mm	5.95mm	10mm
Brightness (nit)	1000	1200	1200	1200	1800	2500
Viewing angle (H/V)	160 °/160 °	160 °/160 °	160 °/160 °	110 °/70 °	110 °/70 °	110 °/70 °
Contrast ratio	4000:1	4000:1	4000:1	4000:1	4000:1	4000:1
Processing depth	12-14 bit					
Colors	68.7 billion – 4.4 trillion					

LED Clocks & Accessories

Arena Clocks & Accessories

Built with the same proven technology trusted by the NHL, CHL, and NCAA. Our arena clocks and accessories seamlessly integrate with any OES scoring system or can operate independently from any existing scoreboard. Includes ultra bright ColorCast LED digits to ensure the display is easily seen by players, referees, and fans.



Arena Clocks & Accessories		
Ringette/Lacrosse Shot Clocks	Locker Room Time Clocks	Goal Lights
320" (w) x 14" (h) x 6" (d)	20" (w) x 8" (h) x 4" (d)	20" (w) x 18" (h) x 5" (d)
Shatter resistant Lexan, digit covers	Shatter resistant Lexan, digit covers	Rotating, On, Flashing
SHOTS-10	M1200	GLR-XB9

Accent Options

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- Choice of enclosure colors
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- Advertising panels
- LED Video Screen
- Decorative trusses
- Colored vinyl captions
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- And more ...

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Personalize with an outdoor truss, arch or identity panel.

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Protect your controller in between games with a rugged carry case. Every case is water and dust proof and includes custom foam inserts with space to store both controller and accessories.



The ISC-HH is the scorekeeper's perfect companion allowing refs to control crucial timing direct from the field or court



LED Content Management Systems



- Easy to use initiative interface.
- Create custom graphics and edit content
- Quickly overlay graphics to any part of your display.
- Fully customizable virtual scoreboard editor.
- One click to trigger multiple content files simultaneously
- Easy hot key triggering.
- Content playlists available
- Color coded thumbnails easily identifies media type and zones
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U.S and Canada 1-877-652-5833

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oes-scoreboards.com

Connect with us:





OES SCOREBOARD WARRANTY

OES INC. MANUFACTURED EQUIPMENT

OES Inc. warranty period is:

- OES Manufactured Scoreboards and ISC Series Controllers – 5 years
- OES Indoor Retrofit/Digit Kit – 5 years
- OES Outdoor Retrofit/Digit Kit – 1 year
- OES Marquee Displays – 5 years
- OES Video Products (Including Scoring Tables) – 2 years
- Printed vinyl and graphics – 1 year
- OES Bolt and vMix Pro Computer Systems – 1 year

OES Inc. warrants the product to be free from defects in materials and workmanship under normal use and service.

OES obligations are limited to the repair of the parts shown to be defective during the warranty period.

OES liability shall not exceed the contract price for the goods claimed to be defective and OES shall not be liable for any special or consequential damages.

OES products returned for repair that are damaged by misuse, abuse, negligence, acts of God, or accident (all determined by OES) will have the warranty voided and all repair charges will be paid by the customer.

Any warranty repair performed during the warranty period does not extend the warranty period.

OES Warranty is not transferable.

Exceptions:

- OES warranty for batteries and chargers is 60 days.
- OES warranty covers LEDs that do not emit light but does not cover LED degradation.
- OES warranty does not provide the replacement or installation of communication mediums of any type to replace site interference due to local radio frequencies.
- For retrofits, OES does not cover damage caused by water damage due to improper installation/handling.

OES WILL ONLY HONOR THE WARRANTY FOR ACCOUNTS IN GOOD STANDING.

NON-OES INC. MANUFACTURED EQUIPMENT

Warranty is as stated by the manufacturer of the product. OES does not extend the warranty of these items. Please contact your sales rep for details on the warranty period of your Non-OES Inc. manufactured product.

OES INC. SERVICE PROCEDURE DURING WARRANTY PERIOD

In House Repairs - call OES for Return Authorization Number, then send product back prepaid. Warranty repairs will be performed at no charge (parts and labour). Goods returned from outside of Canada require customs documentation. The notation "*Canadian Goods Returned*" is required on customs documentation when returning OES products. If warranty is voided (OES Inc. to determine) repairs will be charged at current OES rates. Warranty repairs will be shipped back 'standard ground' prepaid. Any shipping upgrades will be paid for by the customer. Applicable taxes are extra. Duty and brokerage charges for repairs shipped outside of Canada are extra.

Exception: OES will cover return shipment costs on parts less than 90 days from order's original shipment date.

On Site Service - call OES to request a Service Technician. Warranty covers parts and labour, warranty status to be determined by Service Technician on site. Mileage will be charged at current OES rate. Travel expenses and applicable taxes are extra. OES does not cover the cost of equipment rentals that may be required.

OES INC. SERVICE PROCEDURE AFTER WARRANTY PERIOD

In House Repairs - call OES for Return Authorization Number, then send product back prepaid. Goods returned from outside of Canada require customs documentation. The notation "*Canadian Goods Returned*" is required on customs documentation when returning OES products. Parts and labour will be charged at current OES rates. Shipping and applicable taxes are extra. Duty and brokerage charges for repairs shipped outside of Canada are extra.

On Site Service - call OES to request a Service Technician. Parts, labour, and mileage will be charged at current OES rates. Travel expenses and applicable taxes are extra. OES does not cover the cost of equipment rentals that may be required.



Tab 8 - Value Added Products and Services

Value Added Products and Services

Consultancy and Project Management

The experienced OES engineering, project management, and sales team will design and oversee the entire project from concept to completion.

- Typical Lead times
 - Standard Fixed Digit Scoreboards: 8-10 weeks
 - Custom Fixed Digit Scoreboards: 10-12 weeks
 - LED video display projects: 12-14 weeks
 - Rush shipments are available to meet timeline needs
- Project Responsibilities
 - OES will assign a dedicated project manager who will co-ordinate and oversee the project immediately following receipt of purchase order. The project manager will serve as the technical customer liaison who will communicate with the customer on a regular basis providing updates on the project status.
 - OES will provide a comprehensive project plan and schedule detailing the individual responsibilities and the required timing for:
 - Engineering design and review
 - Electrical installation
 - Data wiring installation
 - Fabrication of primary steel structure
 - Delivery of product
 - Installation of product
 - Integration of solution with other existing equipment and technology on site
 - Commissioning of solution
 - Customer Training
- Engineering Solutions
 - Our experienced engineering team will carefully evaluate each project to ensure the customers requirements are met and any technical issues are mitigated.
- Engineering Drawings
 - OES will provide detailed engineering drawings and project submittals after the completion of each project.
 - Third party engineering reviews and stamped drawings can be provided
- Graphic Concept Drawings
 - OES' graphic design team that are ready to provide concept drawings of your solution. These concept drawings allow our customers to evaluate different solutions and visualize what they will look like in their facility.
- Animation Content
 - The visual impact of LED video screens is driven by the timing and type of content shown. OES' graphic design team is ready to create branded 3D animation and visual content to support our customer's projects. Branded content provides our customers with the 'Pro' game day experience!

The information in this file is to be considered '**CONFIDENTIAL**' and subject to the relevant terms and conditions of all agreements in place between OES Inc. and the recipient's company. If you are not the intended recipient of this information, you are hereby notified that any use or disclosure of any information in this file is prohibited.



Tab 9 - Required Documents

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.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), 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.

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.

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 me

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.

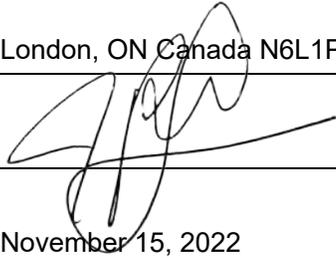
FEDERAL REQUIRED SIGNATURES

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 OES Inc.

Address 4056 Blakie Road

City/State/Zip London, ON Canada N6L1P7

Authorized Signature 

Date November 15, 2022

ANTITRUST CERTIFICATION STATEMENTS TEXAS 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	OES Inc.
Address	4056 Blakie Road
City/State/Zip	London Ontario Canada N6L1P7
Telephone Number	877-652-5833
Fax Number	519-652-3795
Email Address	jpgrice@oes-inc.com
Printed Name	Jean-Paul Grice
Title	Director, OES Scoreboards
Authorized Signature	