

**MASTER AGREEMENT #080824****CATEGORY: HVAC Systems with Related Products and Services****SUPPLIER: Greenheck Fan Corporation dba Greenheck Group**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Greenheck Fan Corporation dba Greenheck Group, 1100 Greenheck Drive, Schofield, WI 54476 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities; and does not represent a requirements contract.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions shall be provided in accordance with the Pricing methodology described in Supplier's response to Line Item 29 within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all such Included Solutions furnished under this Agreement are free from liens and encumbrances. Furthermore, Supplier warrants that all Included Solutions furnished under this Agreement will be free from defects in materials and workmanship and will conform to the Supplier's written specifications for a period of one year from the date of shipment. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **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 C.F.R. § 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 C.F.R. § 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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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 C.F.R. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its reasonable discretion, and Supplier agrees to provide requested information within a commercially reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement provided that all such agreements must be in writing and signed by the parties.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcwell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcwell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcwell acknowledge Sourcwell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcwell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcwell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcwell's Agreement with Supplier.

ii) **Sourcwell Promotion.** Supplier grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcwell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days from the effective date of termination to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcwell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcwell, or dispose of it according to Sourcwell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:

Supplier Obligations to Participating Entities

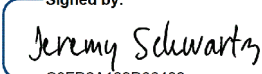
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

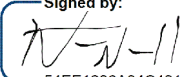
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement, should this be the case, Supplier may elect not to sell Included Solutions to such Participating Entity. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Greenheck Fan Corporation
dba Greenheck Group

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/2/2024 | 9:14 AM CDT

Signed by:

 54EE1286A04C431...
 By: _____
 Tom Newell
 Title: General Counsel
 Date: 11/1/2024 | 2:45 PM CDT

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 **GREENHECK**®

DocuSign Envelope ID: DB520A9B-645B-4B8C-B498-35F81D698E5C



GREENHECK



RFP 080824 - HVAC Systems with Related Products and Services

Vendor Details

Company Name: Greenheck Fan Corporation
Does your company conduct business under any other name? If yes, please state: WI
Address: 1110 Greenheck Drive
Schofield, WI 54476
Contact: Rachel Waliczek
Email: rachel.waliczek@greenheck.com
Phone: 715-355-2366
HST#: 39-0920319

Submission Details

Created On: Thursday June 20, 2024 06:55:08
Submitted On: Wednesday August 07, 2024 10:21:29
Submitted By: Rachel Waliczek
Email: rachel.waliczek@greenheck.com
Transaction #: cfe1412e-2e1c-4426-9d2a-fea0b9ff775b
Submitter's IP Address: 192.5.46.4

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Greenheck Fan Corporation d.b.a. Greenheck Group (“Greenheck”)
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Greenheck Group goes to market under several brands including Airolite, Greenheck Fan Corporation, Innovent, Metal Industries, Valent, and Venco. All brands are available under the Greenheck Group.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	The Greenheck CAGE number is 51704, and our SAM Unique Entity Identifier is VZDNNB7YTQK5.
5	Provide your NAICS code applicable to Solutions proposed.	333413
6	Proposer Physical Address:	1100 Greenheck Drive, Schofield, WI 54476
7	Proposer website address (or addresses):	www.Greenheck.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Tom Newell General Counsel 1100 Greenheck Drive Schofield, WI 54476 864-316-2602
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Rachel Waliczek Project Manager 1100 Greenheck Drive Schofield, WI 54476 715-355-2366
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Kurt Kluck Director of Strategic Partnerships 1100 Greenheck Drive Schofield, WI 54476 715-841-8392

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Greenheck Fan Corporation d.b.a. Greenheck Group ("Greenheck") was founded in 1947 by brothers and World War II veterans, Bob and Bernie Greenheck soon after returning home to Schofield, Wisconsin. Bob and Bernie saw an opportunity for improvement within the commercial air movement industry. With a lot of hard work, determination, and persistence, they created innovative, easy-to-use products, that better meet customers' needs.</p> <p>They often went above and beyond to make the customer happy. Bernie focused on generating connections with customers and sales partners while Bob focused on creating innovative products that worked and were easy to use and install. Both brothers believed in pushing past the standards set by their competitors. They promoted a business philosophy based on two main concepts — continuous improvement and the determination to be the easiest company to do business with.</p> <p>That philosophy is captured in our motto "building value in air." It's our commitment to our customers and it remains the fundamental driving force behind our company's mission and success. Through trial and error, and a relentless pursuit of continuous improvement, the brothers were able to grow their three-man operation into a worldwide leader in commercial air movement, control, conditioning, and distribution.</p> <p>Today, we have more than 5,300 team members in communities across the country, including Kentucky, California, North Carolina, Oklahoma, Minnesota, Tennessee, Florida, and Wisconsin, the location of our corporate headquarters. Additionally, we have operations in India and Mexico to serve our overseas markets.</p> <p>Fast forward 77 years, Greenheck is the ONLY manufacturer that makes complete HVAC systems including fans, energy-recovery ventilators, packaged ventilation, make-up air units, dampers, louvers, laboratory exhaust systems, coils, grilles, registers, and diffusers. You will find our flagship ventilation products behind walls, in ductwork, and on the roofs of hospitals, office buildings, hotels, shopping malls, restaurants, schools, industrial plants, warehouses, data centers, and other commercial buildings. The function of each is to move air in, out, and around a building — making life inside a lot more pleasant. We also have the ability to design and build our own manufacturing equipment to ensure the highest quality and efficiency in our production processes.</p> <p>We're excited to continue our tradition of growth as we expand operations in many of our existing locations and beyond. Additional brands and lines of products are expected to be added in the next several years, bringing significant growth and opportunity to communities nationwide. It truly is an exciting time to be part of the Greenheck Group. Our leaders continue to make significant, forward-looking investments in our plants, equipment, and in our workforce.</p> <p>The Greenheck Group's core values are:</p> <ul style="list-style-type: none"> • Easy to do business with • Ongoing investments in people and operations • Making a difference in the community • Mutually beneficial partnerships with sales partners and suppliers • Integrity and professionalism • Continuous improvement through learning, innovation, and teamwork
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Our expectation in the event of an award is to grow public sector sales for both Sourcewell and Greenheck. We'll use our mutually beneficial partnership to identify new and existing participating entities who can benefit from using the purchasing agreement.</p> <p>We look forward to meeting with the Sourcewell team in Brainard, MN, to discuss the next steps, align on best practices, and develop a rollout plan. We'll then begin training our representatives and encouraging them to leverage the increased sales volume achievable through the agreement.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION</p>	<p>As a privately held company, our financial statements are confidential. To demonstrate our financial strength and stability we've included a letter from BMO bank in the attachments section and the following meaningful data.</p> <p>Greenheck has a strong history of success. What started in 1947 as a tiny sheet metal shop in Schofield, Wisconsin is now over a billion-dollar company. Our sales CAGR over the past 5 years is 14.0%.</p> <p>Our sustained success stems from our ongoing investments in both operations and employees. Our major investments in expansion and new facilities enhance our ability to serve customers more effectively. We have six (6) U.S. manufacturing campuses with multiple facilities on each campus, two (2) international campuses, and five (5) strategically located U.S. distribution centers, making our products available when you need them. We have steadily increased manufacturing space, and recently announced that Greenheck Group is expanding again to meet the needs of our customers with another new manufacturing and distribution campus in Knoxville, TN. This growth addresses the ever-increasing demand for products that facilitate air movement in, out, and through buildings.</p> <p>During the past decade, Greenheck has aggressively taken market share from the competition in each of our product lines. This has been accomplished by accelerating new and redesigned product introductions, expanding our sales channels increasing channel effectiveness, and growing our international business.</p> <p>We also prioritize significant investments in attracting, developing, and retaining top talent. Our leadership and career development programs, training opportunities, special events, and wellness initiatives contribute to Greenheck employees being among the best in the industry.</p> <p>Please reference the attachment, "Question # 13 - Greenheck Financial Strength and Stability".</p>
14	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Greenheck is a leading manufacturer of complete HVAC systems. Our market share varies by product line. In the "Air Movement & Control" category, which includes fans, dampers, and louvers, Greenheck holds approximately 50% of the market and is expanding. In the "Air Tempering" category, which includes dedicated outdoor air systems, makeup air units, and other similar rooftop products, our market share is approximately 15% and continues to grow.</p>
15	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Our market share in Canada mirrors that of the US.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Neither Greenheck nor its mechanical representative offices have been involved in bankruptcy proceedings for the past seven years. While it is improbable, should Greenheck enter into a bankruptcy proceeding during the pendency of this RFP evaluation, we will promptly provide written notice to Sourcewell.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Greenheck is best described as a b), a manufacturer.</p> <p>We sell our products through a network of independent mechanical representatives, and dealers/resellers, which includes 126 offices across the U.S. and Canada. These offices are staffed with experts who assist purchasers in evaluating building airflow design drawings and tempering requirements. Our representatives educate buyers on available products to meet airflow, indoor air quality, energy efficiency, and cost savings goals.</p> <p>In addition, the Greenheck mechanical representative network provides critical support in product selection to ensure compliance with local and regional building codes and ventilation standards. They handle the entire purchasing process, coordinate between customers, manufacturers, and contractors, and promptly address any performance or warranty issues that may arise. While these representatives are not direct employees of Greenheck, they operate as independent entities with deep knowledge and expertise in our products and services, ensuring seamless and effective delivery of solutions proposed in this RFP.</p>

<p>18</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Greenheck currently has the majority of our products listed with the Air Movement and Control Association (AMCA) for air and sound performance verification. AMCA is an independent third-party test organization for HVAC component manufacturers.</p> <p>Greenheck has more products with certifications from AMCA, UL, ETL, CSA, NFPA, FEMA, and AHRI than any other HVAC system component manufacturer. Louvers and fans carry appropriate Florida Product Approved and Miami-Dade County qualified for high wind, airborne debris, and missile impact ratings. Certain louvers and grilles carry the FEMA 361 Tornado grille and louver rating. Certain acoustical louvers carry the ASTM rating for sound absorption Fans, rooftop units, and other appropriate products carry IBC and OSHPD – Seismic certifications.</p> <p>Appropriate dampers and fans carry UL Life Safety and High Temperature Smoke Control ratings.</p> <p>Certain appropriate models of fans are Energy Star certified.</p> <p>Greenheck Fan Corporation is a member and/or active participant in the following organizations.</p> <ul style="list-style-type: none"> • AMCA- Air Movement & Control Association International • AHRI - Air Conditioning & Refrigeration Institute • NHRAW - National Association of Heating, Refrigeration, and Air Conditioning Wholesalers • SMACNA - Sheet Metal & Air Conditioning Contractors National Association • MCAA - Mechanical Contractors Association of America • ASHRAE - American Society of Heating Refrigeration and Air Conditioning Engineers • NAFEM - National Association of Food Equipment Manufacturers • HARDI - Heating, Air Conditioning and Refrigeration Distributors International • MAFSI - Manufacturers Agents for the Food Service Industry National Association of Manufacturing • NFPA - National Fire Protection Association
<p>19</p>	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Neither Greenheck, nor any of our mechanical representative offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Over the past five years, Greenheck has received the following industry awards:</p> <p>2024:</p> <ul style="list-style-type: none"> • ACHR News - Dealer Design Silver Award- Greenheck KSQ Mixed Flow Supply Fan • Employer of the Year - UW Stout <p>2023:</p> <ul style="list-style-type: none"> • North Carolina: Charlotte's Backyard Awards: Business Expansion of the Year • Forbes America's Best Mid-Size Employers • Wisconsin Forbes Best-In-State Employers • Building Design + Construction Top 75 Products—KSQ Roof Supply Fan <p>2022:</p> <ul style="list-style-type: none"> • Engineered Systems Commercial Comfort Product of the Year Award—Overhead HVLS Fan with Northern Light® Technology <p>2021:</p> <ul style="list-style-type: none"> • Forbes America's Best Mid-Size Employers • ACHR News Dealer Design Gold Award—Greenheck DC-5 Overhead HVLS Fan • Architectural Products Product Innovation Award—Greenheck DC-5 Overhead HVLS Fan • Consulting Specifying Engineer Product of the Year Bronze Award—Greenheck SQ Mixed Flow Fan <p>2020:</p> <ul style="list-style-type: none"> • American Legion: Large Employer of Veterans Award Recipient • Consulting Specifying Engineer Product of the Year Gold Award—Greenheck DC-5 Overhead HVLS Fan • Engineered Systems Commercial Comfort Product of the Year Award—Greenheck DC-5 Overhead HVLS Fan • Retrofit Magazine Top 25 Products—Greenheck ECV-40 Energy Core Ventilator <p>2019:</p> <ul style="list-style-type: none"> • ACHR News Dealer Design Gold Award—Greenheck Vari-Green® Drive 100+ with companion app • Architectural Products Product Innovation Award—Greenheck DS-6 Overhead HVLS Fan • Consulting Specifying Engineer Product of the Year Gold Award—Greenheck DS-6 Overhead HVLS Fan • ENERGY STAR® Most Efficient Product—SP-AP Ceiling Exhaust Fan • Retrofit Magazine Top 50 Products—Greenheck DS-3 Overhead HVLS Fan
21	What percentage of your sales are to the governmental sector in the past three years	3.25%
22	What percentage of your sales are to the education sector in the past three years	14.95%
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Greenheck does not currently hold any agreements with state or cooperative purchasing organizations. As such, there is no annual sales volume to report for such agreements over the past three years.
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Greenheck does not presently hold any contracts with the General Services Administration (GSA) or Standing Offers and Supply Arrangements (SOSA) in either the United States or Canada. As such, we have not recorded any annual sales volume from these contracts over the past three years.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Community Consolidated School District 15	James Kaplanes	847-963-3950
Community Consolidated School District 15	Andrew Thome	847-963-3953
Minneapolis Public Schools	Gregory Ward	612-290-9391

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of

workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Greenheck will support a contract with Sourcewell through multiple sales force teams.</p> <p>The first point of contact for sales force support Sourcewell's participating entities is our mechanical representative partners. Greenheck has strategically partnered with the leading representative offices in each U.S. and Canadian market to provide local expertise and personalized service to our customers. Several of these mechanical representatives have been in the HVAC business for multiple generations and many currently work with existing Sourcewell participating entities. Their offices are staffed with experienced sales representatives and engineers.</p> <p>Supporting our mechanical representatives is Greenheck's sales force, led by Matthew Spink, Greenheck's Chief Sales Officer. Greenheck's sales teams are structured to ensure comprehensive coverage and support across our nine (9) U.S. and Canadian regions. Each region is managed by a Regional Sales Manager (RSM) who oversees our mechanical representative offices and a cross-functional customer care inside sales team which is located at our headquarters in Schofield, Wisconsin.</p> <p>Our Strategic Partnerships team is led by Kurt Kluck, Director of National Accounts. Kurt has been with Greenheck in the HVAC industry for 28 years. Assisting Sourcewell with contract compliance, contract updates, reporting and timely administrative fee payments is Rachel Waliczek, Project Manager, leveraging 7 years in HVAC and over a decade in public sector agreements.</p> <p>Greenheck is known for our unmatched industry expertise and employee tenure. Many recent retirees celebrated nearly four decades with our company, which is a true testament to our company culture.</p> <p>For additional information, please reference the attachment: "Question # 26, 27 & 29 - Greenheck Mechanical Representative Contact Info" located in the zip file named, "Greenheck Price, Products & Who to contact".</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>In North America, Greenheck's path to deliver solutions is through our mechanical representative partners.</p> <p>Greenheck's mechanical representative network is comprised of:</p> <ul style="list-style-type: none"> -53 rep firms across the continent -110 offices throughout the United States -16 offices in Canada <p>*Each representative office typically employs between 30 to 50 individuals, with some offices exceeding 100 employees.</p> <p>Our mechanical representative partners provide valuable services such as engineering support, product quoting, project management, customer service, and delivery logistics. Rep firms are equipped with teams comprising sales engineers, mechanical engineers, and inside sales professionals to effectively meet the diverse needs of their customers. Our mechanical representative partners also assist with installation, start-up activities, and troubleshooting when a project requires. In addition, they will work with Sourcewell-approved contractors.</p> <p>Greenheck's network of authorized sellers' contact information is maintained on our website under "Find My Rep" https://www.greenheck.com/find-my-rep. Please also reference the attachment "Question # 26, 27 & 29 - Greenheck Mechanical Representative Contact Info".</p>

28	Service force.	<p>Greenheck employs over 5,300 business professionals, including management, clerical staff, engineers, technicians, and skilled assembly team members worldwide. As a manufacturer, we depend on our mechanical partners for contractor installation, direct start-up, and maintenance services.</p> <p>The Greenheck mechanical representative network offers essential support in selecting products to ensure adherence to local and regional building codes and ventilation standards. They manage the entire purchasing process, facilitate communication between customers, manufacturers, and contractors, and swiftly address any performance or warranty issues that might arise. Although these representatives are independent entities and not direct employees of Greenheck, they possess extensive knowledge and expertise in our products and services, guaranteeing the seamless and effective implementation of solutions proposed in this RFP.</p> <p>At Greenheck, we are recognized for our exceptional customer service teams. Each of our product lines also referred to as a Business Unit (B.U.) has a dedicated team available to support installing contractors and start-up personnel with any inquiries they may have. The majority of our mechanical representative firms have their own service entities in place.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Greenheck sells our products directly to our mechanical representative partners. To request a quote or place an order, Sourcwell participating entities will contact the Greenheck mechanical representative in their area. Please visit https://www.greenheck.com/find-my-rep and enter the project zip code. Please also reference the contact list provided as attachment "Question # 26, 27 & 29 - Greenheck Mechanical Representative Contact Info".</p> <p>Due to the custom sizing, configuration, project-specific performance requirements, our mechanical reps use Greenheck's Computer Automated Processing System, CAPS®, software to generate product cost for every job based on site-specific needs. Once a quote is generated, the mechanical rep will send it to Greenheck's Strategic Partnership team along with the unique contract number created for Sourcwell, to create an opportunity in CRM, validate pricing and project logging. Customers will receive an accurate, itemized quote created specifically for their project. Price quotes are valid for 60 days from the date the project quote is generated.</p> <p>Once the participating entity approves, purchase orders should be sent to the mechanical representative and they will release the quote into an order to Greenheck using CAPS®, the same system used to quote the project.</p> <p>Together, Greenheck and our mechanical representatives operate as seasoned veterans when it comes to working with the government and their participating entities. HVAC systems are complex, with numerous parts that must be chosen to ensure efficient operation. Partnering with Greenheck is unique in that we are the only manufacturer that makes complete HVAC system that have been tested as a system ensuring optimal performance of all components and the entire system. Being the only manufacturer of complete systems also saves purchasing entities time by bundling all their HVAC needs and issuing one (1) purchase order.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Greenheck, we are fully committed to supporting our products long after they leave the factory.</p> <p>Our Customer Care Team is available in person from Monday to Friday, 7:00 AM to 5:00 PM CST. They are ready to address all inquiries and provide the support Sourcewell participating entities need.</p> <p>We prioritize timely responses to customer inquiries. Our standard response time for acknowledging receipt of emailed requests is within 4 hours. This prompt acknowledgment ensures that our customers know their concerns are being addressed.</p> <p>Each Greenheck product group is supported by a dedicated team of product specialists who support customers for the entire lifecycle of our products. These specialists manage customer service phone lines and email inquiries, providing expert assistance tailored to each product's specific needs. When necessary, they travel for on-site troubleshooting. Greenheck's customer care team and product technical support teams are both available by phone with minimal prompts.</p> <p>Our extensive network of mechanical representatives is equipped to assist with services such as installation, start-up activities, and troubleshooting if needed. This network enhances our ability to provide localized support and services.</p> <p>To maintain our high standards, we offer various incentives to our customer care team, ensuring they are motivated to meet and exceed our service commitments. These incentives include ongoing training, team building events, performance increases, professional development and endless growth opportunities.</p> <p>Our Digital Solutions team is working on new technologies involving Artificial Intelligence to enable users to be more self-sufficient, maximize customer service, and provide real-time insights into various topics. In phase one (1) of our research, we are testing conversational AI where a user can interact with a bot to obtain basic information such as delivery status on an order or proof of delivery for a shipment.</p> <p>Greenheck's commitment to exceptional customer service is unwavering. We strive to be a reliable partner, providing support and expertise whenever our customers need it most.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We are fully committed and well-equipped to provide our products to Sourcewell participating entities through our mechanical rep partners. Our company has a strong track record of delivering high-quality products and exceptional service to a diverse range of customers. We understand the unique needs and requirements of Sourcewell entities and are prepared to meet those needs efficiently and effectively.</p> <p>Our team, in collaboration with our mechanical rep partners, is dedicated to ensuring seamless procurement processes and maintaining the highest standards of customer satisfaction. We look forward to the opportunity to serve and support Sourcewell and its participating entities.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are also fully committed and well-equipped to provide our products to Sourcewell participating entities through our Mechanical Rep partner, E.H. Price, in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We do not anticipate any geographic areas of the United States or Canada that we will not be fully served if awarded.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We do not anticipate any account type of Participating Entity that would not have full access to our solutions if awarded.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional freight charges, when leaving the contiguous 48 states/beyond the port, will apply. Greenheck selects and covers freight costs to the continental U.S. shipping port. Customers arrange and pay for transportation to the final destination country. Unless arranged with the Greenheck mechanical representative during the quoting process for freight to the final destination.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our marketing strategy to promote this opportunity involves a comprehensive approach to effectively reach and engage participating entities. We will leverage a combination of email marketing and social media outreach to raise awareness about the comprehensive HVAC solutions we can proudly offer on the newly awarded contract.</p> <p>If awarded, Greenheck's Chief Sales Officer will announce it by sending an email communication to all employees and mechanical representative partners. Additionally, the award notification will be posted on our social media platforms. Our marketing team will collaborate with Sourcewell to design a press release highlighting the program benefits, which will be distributed to major trade publications.</p> <p>In the first month, we will draft a press release with Sourcewell, highlighting the program's benefits. This press release will be distributed to Industry trade publications and will be available in the News section on Greenheck.com. Additionally, we will post the award notification via Facebook and LinkedIn. Greenheck will transition to detailed implementation planning. A cross-functional team will oversee the rollout, ensuring legal and compliance reviews are aligned with contractual obligations.</p> <p>Greenheck will prioritize training and education for our mechanical representative salesforce by incorporating important details of the new agreement into regional sales presentations. Collaborations with the Sourcewell team will refine strategies and messaging, leveraging shared insights and best practices. Relevant training material will be housed on our My Account rep portal for our reps to access.</p> <p>Our mechanical rep partners will connect with existing participating entity contacts notifying them of the award and attend industry events and networking opportunities to engage new participating entities.</p> <p>We will also add the Sourcewell-approved logo to our website. These materials will be available on Greenheck's representative portal for our mechanical representatives to access.</p> <p>The final phase will focus on execution and monitoring. We will gather feedback from our representative partners and adjust our strategies as needed.</p> <p>Please reference samples of our marketing materials labeled "Question # 37 - Greenheck Marketing Material Samples" including several case studies, product catalogs, and eCAPS information.</p>
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<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Greenheck leverages technology and digital data across several areas to enhance our marketing effectiveness, develop stronger customer relationships, and stay competitive in the digital landscape. Some of those areas include:</p> <p>Data Collection & Analysis: <ul style="list-style-type: none"> • We leverage tools like Google Analytics and Hotjar to gather demographic and behavioral data to better understand our customers, analyzing data patterns and engagement metrics to inform our marketing strategy. </p> <p>Personalization <ul style="list-style-type: none"> • Using our CMS, we are able to personalize marketing messages and content to resonate with specific customer segments like our mechanical representatives. </p> <p>Content Optimization <ul style="list-style-type: none"> • We regularly develop high-quality content tailored to key audience segments, optimizing that content using keyword research and overall SEO best practices to ensure discoverability. </p> <p>Social Media Engagement <ul style="list-style-type: none"> • We actively engage with our audience on platforms like LinkedIn and Facebook to share industry insights, product updates, and customer success stories. • We monitor our social media channels to better understand customer sentiment and preferences, helping to inform our social media strategy. </p> <p>Customer Experience Enhancement <ul style="list-style-type: none"> • Our CRM integrates data from various touchpoints, allowing us to manage customer interactions effectively and efficiently. This enables us to tailor our marketing communications based on customer preferences and behaviors. </p> <p>Targeted Advertising Campaigns <ul style="list-style-type: none"> • Utilizing platforms like Google Ads, we deploy targeted campaigns based on demographic data, interests, behaviors, and search intent. This ensures our advertisements and messages reach the most relevant audiences. </p> <p>Performance Measurement and Optimization <ul style="list-style-type: none"> • We've identified several Key Performance Indicators that we track to ensure our marketing effectiveness. Using these metrics, we can make campaign optimizations to improve performance through data-driven insights. </p> <p>Overall, our use of technology and digital data enables us to continuously refine our marketing strategies, improve targeting precision, and deliver compelling messages that resonate with our audience, ultimately driving growth and customer satisfaction.</p>
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>We view Sourcewell's role in promoting the agreement to be announcing the award details, listing the new contract on its website, and as an invaluable mentor. Leveraging Sourcewell's expertise will accelerate our ability to maximize the contract's potential. This would involve things like collaborating on digital tools and a press release.</p> <p>If awarded, Greenheck will integrate the awarded agreement in our training sessions on the exciting new sales opportunities at both our headquarters in Schofield, WI, and during our travels to our mechanical representative offices.</p>

40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Due to the highly configurable nature of HVAC products and ever-changing job-specific requirements, our products and services are not available through an e-procurement ordering process.</p> <p>Greenheck products are accessible via eCAPS which is a free, web-based HVAC product application software. eCaps is a simplified web-based selection tool available to customers and engineers for initial product specifications prior to contacting the local representative.</p> <p>Our products are also available to our mechanical representatives via our cloud-based selection software, CAPS®, to ensure the best products for your participating entities' jobs are purchased.</p> <p>Additional procurement options: More than 1000 select fans, dampers, louvers, and accessories, are available on our Quick Delivery (QD) program by visiting https://www.greenheck.com/shop. It is the industry's most comprehensive offering of commonly requested ventilation equipment. These products are in stock and ready to ship. Place your order by 2 p.m., Central Time, Monday through Friday and your order will ship that same day. Products ship from five distribution centers strategically located across the United States. This means your product is only a day or two away with ground shipment</p> <p>This program is backed up by an even larger assortment of configure-to-order products via our Quick Build (QB) program, built just for you. We schedule time in our production schedules specifically for expedited shipments of urgent products. Because custom-built products can be more complicated, the local Greenheck manufacturing representative will place all QB orders. Their expertise allows them to help you select the best ventilation solution that meets your needs. QB orders received before 1 p.m. each business day will ship within the time parameters of the product(s) ordered (1, 3, 5, 10, 15, or 25 days). Greenheck products are manufactured across the U.S. at six (6) manufacturing locations. Your product will ship from the closest location where the product is built.</p> <p>Quick freight options are available and if required, our shipping professionals will work with your local representative to ensure prompt delivery.</p>
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Engineers, architects, and contractors at all levels will benefit from participating in Greenheck's HVAC University, held at the Bernard A. Greenheck Education Center in Schofield, Wisconsin. Our courses provide practical, relevant knowledge to enhance your understanding of the latest HVAC trends, applications, standards, and codes. Participants will earn professional development hours. For detailed information about the training programs, please refer to the attachments "Question #41 - HVAC University Brochure" and "Question #41 - Virtual HVAC University Brochure" included in the zip file "Greenheck Table 5A Value-Added Attributes".</p> <p>Greenheck and our mechanical representatives sponsor site visits for optional training classes. For government engineers and end-users who are restricted from attending gratuitous events, a fee of \$250.00 per person applies.</p> <p>For local training needs, our DOAS product trailer visits each of our mechanical representative offices across the contiguous 48 states.</p> <p>We also offer a variety of online service training program videos at no cost, which can be accessed at the participating entity's convenience. These videos, covering topics from the receiving inspection process to equipment start-up, are available on our website at www.greenheck.com under "My Account".</p> <p>All Greenheck products come with a detailed Installation, Operation, and Maintenance Manual (IOM). Please reference the attachment "Question # 41 & 59 - Greenheck Standard Transaction Document Samples" for more information.</p>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Greenheck's proposed solutions offer a range of technological advances that set us apart in the industry.</p> <p>We incorporate automated processes to enhance the repeatability and efficiency of our production. This automation ensures that each product meets our high standards consistently, reducing errors, increasing productivity and quality.</p> <p>We utilize integrated controls within our systems, enabling seamless operation and management of various components. This integration supports vertical integration capabilities, allowing us to design and optimize motors specifically for various applications. Our motors are known for their high efficiency, compact design, and high power density.</p> <p>Our extensive design and research efforts are supported by our state-of-the-art Robert C. Greenheck Innovation Center, a building dedicated to fostering innovation and development. Our laboratory within the Innovation Center is a UL accredited test facility and includes AMCA-accredited air and sound chambers. We can also conduct precise psychrometric testing, ensuring that our products meet stringent requirements set by third-party governing bodies like the Air Movement and Control Association International (AMCA).</p> <p>We are committed to energy efficiency as evidenced by our collaboration with third parties in the development of the Fan Energy Index (FEI). FEI helps regulate fan efficiency across the industry and has been incorporated into standards from organizations like the Department of Energy (DOE) and California Energy Council (CEC). Please reference the attachment "Question # 42 - Greenheck FEI recommendations" in zip file "Greenheck Table 5A Value-Added Attributes" for our recent bulletin distributed to our mechanical rep network regarding FEI compliance.</p> <p>Our company's culture is an intangible asset, often referred to as our "secret sauce." This instilled culture drives innovation and dedication among our team members. Additionally, our strategically located manufacturing campuses bring us closer to key markets, enhancing our distribution channels and reducing lead times.</p> <p>In summary, our technological advancements in automated processes, integrated controls, vertical integration, design and research, in-house testing, energy efficiency, and strategic positioning, all contribute to our ability to deliver superior products and solutions. The addition of our Innovation Center underscores our commitment to continuous improvement and cutting-edge development.</p>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Greenheck’s primary focus is on enhancing product efficiency, demonstrated through metrics such as FEI (Fan Energy Index), IEER (Integrated Energy Efficiency Ratio), and ISMRE2 (Integrated Seasonal Moisture Removal Efficiency). Additionally, we emphasize energy recovery effectiveness. One notable initiative is our commitment to exhaust air energy recovery, a technology that, when properly implemented, significantly contributes to achieving climate goals.</p> <p>Environmental Solutions: Greenheck has focused on the environmental side of the building industry for decades - developing reliable, energy-efficient products and systems to promote occupant health, safety, and comfort. We were one of the first manufacturers of air movement, control, and conditioning equipment to join the U.S. Green Building Council (USGBC). In addition, Greenheck identifies specific products that support sustainable design projects and certification by referencing guidelines and standards from several organizations:</p> <ul style="list-style-type: none"> • American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) • Air Movement and Control Association (AMCA) • Air Heating Refrigeration Institute (AHRI) • Home Ventilating Institute (HVI) • International Code Council (ICC) • Energy Star (product specific) <p>Sustainability extends to our production facilities in the U.S., Mexico, and India. We take significant steps to reduce energy usage at our plants. The following are recent examples of sustainable, energy-efficient initiatives:</p> <p>Paint Systems – 3 systems from 2018 through 2020 We cut the amount of electric and gas energy usage, placed automated controls and alarms for environment safeguards, and removed volatile organic compounds (VOC) and hazardous air pollutants from the production process</p> <p>Material Recycling – 2019 Continuous improvement to reduce scrap and engage in aggressive recycling</p> <p>Lighting – Ongoing Occupancy-controlled lighting was installed in all Greenheck Group buildings, decreasing energy costs by an estimated 40-50%</p> <p>Building or Facility Air Control Package - Ongoing This system compares the inside temperature to the outside temperature to determine the mode of operation (summer or winter). Energy consumption continues to decrease.</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Greenheck currently certifies the majority of our products with leading industry organizations for air and sound performance verification. We have extensive certifications from AMCA, UL, ETL, CSA, NFPA, FEMA, and AHRI, surpassing those of any other HVAC system component manufacturer.</p> <p>Our louvers and fans are Florida Product Approved and Miami-Dade County qualified, ensuring they meet high standards for wind resistance, airborne debris, and missile impact ratings. Specific louvers and grilles also hold FEMA 361 Tornado ratings, while certain acoustical louvers carry ASTM ratings for sound absorption.</p> <p>Fans, rooftop units, and other products are certified for seismic compliance under IBC and OSHPD standards. Additionally, our dampers and fans carry UL certifications for Life Safety and High-Temperature Smoke Control where applicable.</p> <p>Select fan models are Energy Star certified, demonstrating our commitment to energy efficiency.</p>
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our company offers several unique attributes and solutions tailored to Sourcewell participating entities:</p> <p>Systems-Based Solutions: As the only manufacturer of all of the components in a complete ventilation system, Greenheck truly builds value in air.</p> <p>Greenheck Group is the only manufacturer that possesses a product line with the breadth of products that allows us to test an entire system to ensure that all possible system effect losses can be accounted for, and in many cases, designed out or decreased to maximize the energy efficiency of the entire system by ensuring all products selected are compatible, linked, and working together to do so.</p> <p>Our reliable energy-efficient air movement, control, conditioning, and distribution products are designed to work together as complete, integrated ventilation systems providing comfort and fresh air, safety, quiet operation, and ease of maintenance. We will help you design the system that meets the design specifications of your building project, in performance and cost.</p> <p>Extensive Certification and Compliance: Greenheck certifies the majority of our products with</p>

leading industry organizations such as AMCA, UL, ETL, CSA, NFPA, FEMA, and AHRI. This comprehensive certification ensures our products meet rigorous standards for performance, safety, and regulatory compliance.

Specialized Product Offerings: We provide specialized solutions such as louvers and fans that are Florida Product Approved and Miami-Dade County qualified for high wind and impact resistance. Our products also include FEMA 361 Tornado-rated louvers and grilles, acoustical louvers with ASTM sound absorption ratings, and seismic-certified fans and rooftop units compliant with IBC and OSHPD requirements.

Energy Efficiency and Sustainability: Certain models of our fans are ENERGY STAR® certified, reflecting our commitment to energy efficiency and sustainability. Our products incorporate eco-friendly materials and design principles to support environmental stewardship.

Safety and Compliance: Greenheck's dampers and fans carry UL certifications for Life Safety and High-Temperature Smoke Control, ensuring they meet stringent safety standards.

Customer Support and Service: We are renowned for our exceptional customer service and support. Each product group has dedicated teams providing engineering expertise, project management, and responsive customer service. Our mechanical rep partners extend our reach and enhance local support across North America.

Technological Advancements: Our solutions integrate advanced control systems, IoT capabilities, and data analytics to optimize performance, enhance user experience, and enable predictive maintenance. This technology-driven approach ensures efficient operations and proactive management of HVAC systems.

With our product selection tools and HVAC University product education series, Greenheck offers technology and product knowledge to ensure that when you work with us, you are working with the easiest company to do business with.

Greenheck's industry-first product selection tools are available to assist in the product selection process from initial design through detailed submittals.

CAPS®, our Computer Aided Product Selection software, includes detailed product descriptions and performance data, application information, dimensional drawings, and as configured Revit® and AutoCAD® drawings for Greenheck fans and ventilators, centrifugal and vane axial fans, energy recovery ventilators, make-up air units, dampers, louvers, air handlers, and fume exhaust systems.

Greenheck's online eCAPS® Engineer Application Suite allows you to quickly select and specify the best value products for your project. Just enter a few project requirements and eCAPS® finds and ranks the best products based on cost and performance. From there, you can compare performance, sound levels, operating costs, or first costs for all applicable models on a single screen for easy comparison. eCAPS® allows you to easily create schedules, download product drawings, share or print product selections, and download AutoCAD® and Revit® 2-D and 3-D drawings.

The eCAPS® Bridge for Revit® add-in links the eCAPS® online selection tool directly to the Autodesk Revit® program enabling specifiers to seamlessly access Revit models of Greenheck products without leaving Revit. This includes access to Level of Development (LOD) 200 Revit® content as well as product performance and electrical shared parameters for scheduling provided with LOD 300 Revit® content. This time-saving add-in streamlines your workflow by allowing you to access selections from saved eCAPS® jobs, perform quick product reselections, generate automated equipment schedules, and more.

Courses offered through Greenheck's HVAC University provide practical and relevant information for HVAC design professionals to improve their understanding of HVAC trends, applications, and codes. In-person sessions are held at the Bernard A. Greenheck Education Center located in Schofield, Wisconsin.

We also offer Greenheck virtual HVAC University classes. Each class qualifies for one professional development hour (PDH). Our Greenheck industry experts present each class live and incorporate interactive multimedia to enhance the learning experience.

These unique attributes and solutions demonstrate Greenheck's commitment to delivering high-quality, compliant, energy-efficient HVAC solutions tailored to the specific needs of Sourcewell participating entities.

<p>46</p>	<p>What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).</p>	<p>Greenheck holds numerous industry-specific certifications across our product lines, ensuring compliance and performance excellence.</p> <p>Key certifications include: The majority of our products are certified by the Air Movement and Control Association (AMCA) for air and sound performance verification, underscoring our commitment to quality and reliability. We surpass other HVAC system component manufacturers with certifications from AMCA, UL, ETL, CSA, NFPA, FEMA, and AHRI, reflecting our dedication to meeting rigorous industry standards. Our louvers and fans are Florida Product Approved and Miami-Dade County qualified, certified for high wind resistance, airborne debris, and missile impact ratings. Specific louvers and grilles hold the FEMA 361 Tornado grille and louver rating, ensuring durability and safety in severe weather conditions. Acoustical louvers carry ASTM ratings for sound absorption, enhancing indoor environmental quality. Fans, rooftop units, and other products carry IBC and OSHPD seismic certifications, meeting stringent structural requirements. Our dampers and fans have UL certifications for Life Safety and High Temperature Smoke Control, ensuring compliance with safety standards. Certain models of our fans are Energy Star certified, demonstrating our commitment to energy efficiency and sustainability. These certifications underscore Greenheck's leadership in delivering products that prioritize performance, safety, and environmental responsibility.</p>
<p>47</p>	<p>Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).</p>	<p>Installation Standards: In addition to complying with installation requirements dictated by local building codes, Greenheck products in HVAC systems should be selected and installed with the best industry guidance including the following standards:</p> <ul style="list-style-type: none"> • ACCA guidelines • SMACNA standards should be used for the installation of Greenheck products and interconnecting duct systems. Notable SMACNA items include: • General sealing, installation, and breakaway connections of Fire and Fire Smoke Dampers • Many of NFPA's published standards are referenced directly by local building codes, but the following standards contain relevant installation requirements for Greenheck products: • 17A - Standard for Dry Chemical Engineering Systems • 70 - National Electrical Code • 80 - Standard for Fire Doors and Other Opening Protectives • 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems • 90B - Standard for the Installation of Warm Air Heating Systems and Air-Conditioning Systems • 92 - Standard for Smoke Control Systems • 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Systems • 101 - Life Safety Code • 105 - Standard for Smoke Door Assemblies and Other Opening Protectives • 130 - Standard for Fixed Guideway Transit and Passenger Rail Systems • 502 - Standard for Road Tunnels, Bridges, and Other Limited Access Highways <p>Design Standards: Greenheck's HVAC system products are listed to relevant UL, ANSI, and CSA product safety standards in order to simplify compliance with contain features that are designed to meet product-based compliance requirements for common industry standards set forth by organizations such as ASHRAE. Products shall be selected and configured to comply with local residential/dwelling and commercial building codes as well as the incorporated existing building code, fire code, mechanical code, refrigeration code, and fuel/gas code as applicable. There are numerous design standards for HVAC equipment, systems, and accessories. A comprehensive list of relevant standards can be found in the ASHRAE Fundamentals Handbook. Pertinent design standards for HVAC products include:</p> <ul style="list-style-type: none"> • Standard 15 - Safety Standards for Refrigeration Systems • Standard 55 - Thermal Environment Conditions for Human Occupancy • Standard 62.1 - Ventilation and Acceptable Indoor Air Quality • Standard 62.2 - Ventilation and Acceptable Indoor Air Quality in Residential Buildings • Standard 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings • Standard 90.2 - High-Performance Energy Design of Residential Buildings • Standard 90.4 - Energy Standard for Data Centers • Standard 154 - Ventilation for Commercial Cooking Operations • Standard 170 - Ventilation of Health Care Facilities • Standard 183 - Peak Cooling and Heating Load Calculations in Buildings Except Low-Rise Residential Buildings • Standard 189.1 - Standard for the Design of High-Performance Green Buildings Except for Low-Rise Residential Buildings • Standard 189.3 - Design, Construction, and Operation of Sustainable High-Performance Health Care Facilities • Standard 241 - Control of Infectious Aerosols <p>Efficiency Standards and Regulations: Greenheck's highly configurable commercial HVAC portfolio provides an array of products that</p>

comply with even the most advanced energy code requirements. Minimum efficiency standards for Greenheck's commercial HVAC products are set through the adoption of local building energy efficiency codes that generally follow national model codes such as the International Code Council's International Energy Conservation Code and ASHRAE Standard 90.1. Jurisdictions may adopt advanced energy codes requiring higher product efficiencies. It's the responsibility of the engineer of record to verify that commercial products meet local code requirements.

The US Department of Energy, Canada's Natural Resources Canada, the California Energy Commission, and New York State's Energy Research and Development Authority have enacted appliance regulations impacting Greenheck equipment. The following products may have minimum appliance efficiency standard requirements appliance regulations by these regulatory agencies:

- Consumer/Residential Ceiling Fans
- Consumer/Residential Ventilation Fans
- Consumer/Residential Heat/Energy Recovery Ventilators
- Commercial Air-Cooled Unitary Air Conditioners and Heat Pumps
- Commercial Dedicated Outdoor Air Systems
- Commercial Electric Motors
- Commercial Fans and Blowers
- Commercial Warm Air Furnaces

EPA Regulations:

Greenheck's air-conditioning and heat pump equipment refrigerant products comply with the Environmental Protection Agency's refrigerant phase-out and phase-down regulations regarding CFC, HCFC, and HFC chemicals. Additionally, many Greenheck consumer ceiling fans and residential fans participate in the EPA's voluntary Energy Star product labeling program.

These standards and regulations demonstrate Greenheck's commitment to designing and manufacturing HVAC equipment that meets stringent performance, safety, and environmental requirements while enhancing overall building efficiency and sustainability.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	The Greenheck Group of companies was founded in 1947 by brothers and World War II Veterans, Bernard A. and Robert C. Greenheck.
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30. Payments can be made via credit card, check, or electronic payment. *
58	Describe any leasing or financing options available for use by educational or governmental entities.	Currently, Greenheck does not offer leasing or financing options. *
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Participating entities will request quotes and place orders through our mechanical representative channel. Our representatives will utilize CAPS®, to efficiently quote Sourcewells participating entities and order all Greenheck products. Please reference the attachment "Question # 41 & 59 - Greenheck Standard Transaction Document Samples" with our Installation, Operation, and Maintenance Manual and DOAS Start-up report as examples of standard Greenheck documents. *
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, in most cases our mechanical representatives accept P-card procurement at no additional cost to the agencies. *

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Greenheck is pleased to offer Sourcewell participating entities a discount of 10% - 30% off of list pricing.</p> <p>Due to the custom sizing, configuration, and project-specific performance requirements, we use our CAPS® software to generate product costs for every job based on site-specific needs. Customers will receive an accurate, itemized quote created specifically for their project specifications showing the discount percentage from the list price, providing complete transparency regarding our pricing and discounts to each customer for every project. Price quotes are valid for 60 days from the date the project quote is generated.</p>	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Greenheck pricing proposed is a percentage discount off list price. The discounts will range from 10%- 30%.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Currently, Greenheck does not offer any quantity or volume discounts or rebate programs.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In the event sourced products are requested, a quote will be generated for each request.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing provided is for product and freight only in the contiguous 48 states. No other elements such as inspections, installation, set up, start-up, training, trip charges, or any additional materials needed are included in our pricing. Our mechanical representative partners can provide quotes as needed for additional services.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Product pricing includes standard shipping to destinations within the contiguous 48 states. Any special shipping considerations required by the customer that are not performed under normal conditions would generate additional expenses for the requesting customer. Greenheck manufactures and ships products when complete. Any on-site storage requirements/costs are the responsibility of the purchaser.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Below summarizes our primary shipping methods and responsibilities for the different regions:</p> <p>1. Alaska and Hawaii: -Method: Prepaid Inland -Details: Greenheck selects and covers freight costs to the continental U.S. shipping port. Customers handle and pay for any remaining shipping requirements.</p> <p>2. Canada: -Primary Method: FCT (Third Party Free Carrier) -Details: Customers select and pay for freight from Greenheck origin to the final destination in Canada. -Alternative Method: DAP (Delivered at Place) -Details: Greenheck selects and pays for the entire journey from origin to final destination in Canada. This method would be arranged with the Greenheck mechanical representative during the quoting process.</p> <p>3. Offshore Deliveries: -Method: Prepaid to U.S. port or border crossing -Details: Greenheck covers freight to the U.S 48 contiguous states shipping ports. Customers arrange and pay for transportation to the final destination country unless arranged with the Greenheck mechanical representative during the quoting process for freight to the final destination.</p> <p>Standard Incoterms: -FOB Factory: Customers assume responsibility after freight leaves Greenheck. This applies even if Greenheck is selecting a carrier and paying for freight. -Optional: FOB Destination for premium.</p>	*

68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Greenheck manufactures its products in one of eight (8) campuses across the globe and has five (5) strategically located U.S. distribution centers, making our products available when needed.</p> <p>1) Schofield, WI: We manufacture a complete offering of fans and ventilators, centrifugal and vane axial fans, dampers, louvers, make-up air units, and energy recovery ventilators here in Schofield.</p> <p>2) Frankfort, KY: Greenheck manufactures dampers in Frankfort. These include fire and ceiling radiation dampers, smoke dampers, combination fire/smoke dampers, control dampers, and backdraft dampers.</p> <p>3) Rocklin, CA: Greenheck's Rocklin facility manufactures damper products. These include fire dampers, smoke dampers, combination fire/smoke dampers, control dampers, and backdraft dampers.</p> <p>4) Tulsa, OK: Greenheck began operations at its new Tulsa campus in late 2018. The campus consists of manufacturing and distribution to serve the dedicated outdoor systems market. A second phase of construction is underway to add more manufacturing capacity.</p> <p>5) Kings Mountain, NC: The Kings Mountain plant manufactures commercial kitchen hoods and tempered air products including make-up air units and energy recovery ventilators.</p> <p>6) Shelby, NC: Our Shelby plant opened in the fall of 2014. It is state-of-art in every facet of manufacturing, from lean manufacturing techniques to technology and equipment. Centrifugal, vane axial, industrial fans, and louvers are the products manufactured here.</p> <p>7) Saltillo, Mexico: The plant makes made-to-order products. These include circulators (industrial air and mobile air), sidewall fans, accessories, and custom louvers. Workers also produce stock ventilation products.</p> <p>8) Bawal, India: Greenheck manufactures fire dampers, smoke dampers, combination fire/smoke dampers, control dampers, and inline axial fans at this plant.</p> <p>U.S. Distribution Centers: Schofield, WI Rocklin, CA Dallas, TX Miami, FL Greensboro, NC</p> <p>Additional unique distribution and delivery methods such as delivery appointments, call-before-delivery services, storage, and lift gates can be discussed with participating entities during the quoting process and as needed throughout each project's duration.</p>
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>To ensure compliance, Greenheck will verify proper pricing is provided to Sourcewell participating entities by having all quoted opportunities flow through our self-audit process as follows. Our mechanical representatives will send all projects quoted to Sourcewell participating agencies to Greenheck's Strategic Partnership team for review and approval. Greenheck will utilize our Customer Relationship Management software (CRM), to create and track opportunities by using a Sourcewell-specific contract number. This process will allow us to audit pricing, capture sales data and report to Sourcewell quarterly. Pricing will be validated at that time and given an opportunity number signifying Greenheck's pricing review and compliance. When an opportunity is ordered, the validated pricing will be used and Greenheck will remit the proper administrative fee to Sourcewell in accordance with the Master Purchasing Agreement.</p>
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Greenheck will use three methods to track agreement success. Our Strategic Partnerships Project Manager will maintain a list of all projects quoted and awarded. The second tracking method will be our CRM software, which will track opportunities and contract usage indefinitely. Lastly, all sales will be reviewed monthly utilizing Power BI dashboards and reports.</p>

71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose a 2% administration fee on the Greenheck product price to the participating entity.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Our pricing software operates on an "A la Carte" basis, tailoring the pricing structure to the specific requirements of each customer and project building specifications. This includes selecting the necessary components, accessories, and product configurations to fulfill those needs. Following this customization, a discount of 10% to 30% off the total list price is applied, determined by the specific product chosen and the aggregated cost of its components. Please reference in the zip file "Price, Product & Who to Contact" the attachments labeled "Question # 72 - Sourcewell Pricing Examples 8.2024" with product pricing category examples.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Greenheck offers the widest range of reliable air movement, control, conditioning, and distribution products that are designed to work together as complete, integrated ventilation systems.</p> <ul style="list-style-type: none"> • Roof and wall-mounted fans • Inline and ceiling exhaust fans • Plenum fans • Jet fans • Blowers and circulators • Louvers • Dampers • Gravity ventilators • Duct heaters • Fume and laboratory exhaust • Make-up air units • Indoor air handling units • HVAC coils • Energy recovery ventilators • Dedicated outdoor air systems (DOAS) • High volume low speed (HVLS) fans • Custom air handling units • Controls and fan airflow monitoring/measurement • Grilles, registers and diffusers • Air terminal units <p>Please reference the attachment "Question # 73 - Greenheck Product Catalog" located in the zip file "Price, Product & Who to Contact", containing detailed descriptions of Greenheck's solutions offered in this proposal.</p>	*
74	Within this RFP category there may be subcategories of solutions. List subcategory	Fans Overhead High Volume Low Speed (HVLS) Fans	

titles that best describe your products and services.

- Overhead HVLS Fan Controls
- Roof Mounted Fans
- Directional Destratification Fans
- Wall Mounted Fans
- Wall Axial Exhaust Fans
- Wall Axial Supply Fans
- Wall Axial Reversible Fans
- Wall Centrifugal Upblast Exhaust Fans
- Inline Fans
- Tube Axial Fans
- Mixed Flow Fans
- Square Centrifugal Fans
- Vane Axial Fans
- Circulators
- Blowers
- Centrifugal Blowers
- Centrifugal Industrial Fans
- Fiberglass Reinforced Plastic Blowers
- Condenser Fans
- Jet Fans
- Ceiling Exhaust Fans
- Laboratory Exhaust Fans
- Fume Exhaust Fans
- Plenum Fans
- Fan Arrays
- Curbs & Mounting Accessories
- Make-Up Air
- Direct Gas-Fired Make-Up Air Units
- Indirect Gas-Fired Make-Up Air Units
- Non-Gas-Fired Make-Up Air Units
- Non-Tempered Make-Up Air Units
- Industrial Space Heating
- Make-Up Air Controls
- Dedicated Outdoor Air Systems
- Energy Recovery Ventilators
- Duct Heaters
- Space Heating
- Primary Heating
- Secondary And/or Auxiliary Heating
- Reheat
- Multi-Zone And Vav Systems
- Replacement Heaters
- Hvac Coils
- Dampers
- Life Safety Dampers
- Fire Dampers
- Control Dampers
- Commercial Control Dampers
- Industrial Dampers
- Industrial Control Dampers
- Industrial Backdraft Dampers
- Pressure Relief Dampers
- Tunnel Dampers
- Blast Suppression Dampers
- Tornado Dampers
- Air Measuring Products
- Backdraft Dampers
- Extruded Aluminum Frame Dampers
- Steel Frame Dampers
- Round Dampers
- Balancing Dampers
- Manual Balancing Dampers
- Remote Balancing Dampers
- Automatic Balancing Dampers
- Relief Dampers
- Bubble Tight Isolation Dampers
- Specialty Application Dampers
- Heavy Duty Shut-Off Dampers
- Toxic Gas Dampers
- Actuators
- Duct Access Doors
- Pressure Relief Doors
- Louvers
- Stationary Louvers
- Operable Louvers
- Wind Driven Rain Louvers

		Vertical Blade Louvers Specialty Louvers Penthouses Gravity Ventilators Intake Gravity Ventilators Relief Gravity Ventilators Grilles Registers Ceiling Diffusers Linear Diffusers Linear Grilles Plenum Slot Diffuser Vav Diffusers Displacement Ventilation Air Terminal Units Single Duct Air Terminals Fan Powered Air Terminal Units -Constant Volume Fan Powered Air Terminal Units -Variable Volume Dual Duct Air Terminal Units Retrofit Air Terminal Units Laminar Flow Diffusers Radial Flow Diffusers Fan Filter Diffusers Filters Airflow Measurement Motor Starters Vari-Green® Motors Vari-Green Controls Variable Frequency Drives
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Table 88: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
75	HVAC, IA4, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Greenheck provides HVAC, IA4, equipment, components, products, parts and related technology. We do not provide geothermal, water heating or treatment infrastructure. *
76	Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Greenheck equipment can be customized to include these attributes. *
77	Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Greenheck mechanical representative dealer network offer services complimentary to the offering of solutions described in 75 and 76 including: installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization. *

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Greenheck Price, Product & Who to contact.zip - Wednesday August 07, 2024 10:12:39
 - [Financial Strength and Stability](#) - Question # 13 - Greenheck Financial Strength and Stability.pdf - Monday July 29, 2024 14:41:55
 - [Marketing Plan/Samples](#) - Greenheck Marketing Material Samples.zip - Tuesday July 30, 2024 09:50:56
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Question # 41 & 59 - Greenheck Standard Transaction Document Samples.pdf - Monday July 29, 2024 16:10:28
 - [Upload Additional Document](#) - Greenheck Table 5A Value-Added Attributes.zip - Tuesday July 30, 2024 09:51:15
 - [Requested Exceptions](#) - Greenheck Exceptions to Sourcewell RFP_080824_Master_Agreement_HVAC (GFC Redline).docx - Monday August 05, 2024 15:30:26
 - [Additional Document](#) - Sourcewell Selection Committee.pdf - Tuesday July 30, 2024 14:22:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rachel Waliczek, Project Manager, Greenheck Fan Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_HVAC Systems with Related Products and Services_RFP_080824 Thu August 1 2024 10:18 AM	<input checked="" type="checkbox"/>	1
Addendum_7_HVAC Systems with Related Products and Services_RFP_080824 Tue July 30 2024 04:12 PM	<input checked="" type="checkbox"/>	2
Addendum_6_HVAC Systems with Related Products and Services_RFP_080824 Mon July 29 2024 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_5_HVAC Systems with Related Products and Services_RFP_080824 Fri July 19 2024 08:29 AM	<input checked="" type="checkbox"/>	1
Addendum_4_HVAC Systems with Related Products and Services_RFP_080824 Tue July 2 2024 03:42 PM	<input checked="" type="checkbox"/>	1
Addendum_3_HVAC Systems with Related Products and Services_RFP_080824 Mon July 1 2024 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC Systems with Related Products and Services_RFP_080824 Tue June 25 2024 11:27 AM	<input checked="" type="checkbox"/>	2
RFP 080824 HVAC Systems with Related Products and Services Thu June 20 2024 04:11 PM	<input checked="" type="checkbox"/>	1