

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Juice Technologies Inc., 640 Lakeview Plaza Blvd., Suite J, Worthington, OH 43085 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’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 Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Juice Technologies Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2021 | 3:09 PM CDT

DocuSigned by:
Dave Zehala
By: 1E945E9102DD4E9...
Dave Zehala
Title: President
Date: 8/16/2021 | 7:24 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/16/2021 | 9:25 AM CDT

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Juice Technologies Inc.
Does your company conduct business under any other name? If yes, please state: Plug Smart
Address: 640 Lakeview Plaza Blvd
Ste J
Worthington, OH 43085
Contact: Mark Himmel
Email: mark.himmel@plugsmart.com
Phone: 614-935-0041
Fax: 800-518-5576
HST#: 26-2368277

Submission Details

Created On: Monday June 28, 2021 16:13:11
Submitted On: Thursday July 01, 2021 11:56:37
Submitted By: Mark Himmel
Email: mark.himmel@plugsmart.com
Transaction #: ea3e87b9-3760-4407-ba1f-712928e802da
Submitter's IP Address: 108.254.169.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Juice Technologies Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Plug Smart
4	Proposer Physical Address:	640 Lakeview Plaza Blvd., Ste. J, Worthington, OH 43085
5	Proposer website address (or addresses):	www.plugsmart.com
6	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 and, in the event of award, will be expected to execute the resulting contract):	Dave Zehala, President, 640 Lakeview Plaza Blvd. Ste. J, Worthington, OH 43085, dave.zehala@plugsmart.com, 614-935-7487
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Himmel, Director of Project Development, 640 Lakeview Plaza Blvd. Ste. J, Worthington, OH 43085, mark.himmel@plugsmart.com, 614-935-0041
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Colleen Lorms, Office Manager, 640 Lakeview Plaza Blvd. Ste. J, Worthington, OH 43085, colleen.lorms@plugsmart.com, 614-935-1638

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Plug Smart was founded in 2008 by industry veteran Rich Housh and is specialized in delivering energy-focused major systems improvement projects, adding value with energy efficiency and facility improvement project development services. We help our public sector clients analyze, design, develop, and implement HVAC projects that often fund themselves through the utility, operations, and maintenance savings they create. Plug Smart has over 75 full- and part-time employees and is a registered S Corp. Our key market segments include (i) K-12 School Districts, (ii) Government (Federal, State, and City/Municipalities), (iii) Higher Education; (iv) Hospitals; (v) Large Commercial/Industrial. Since 2008, Plug Smart has worked with hundreds of clients, acquiring thousands of signed contracts; over half of which were from clients operating in the public sector.</p> <p>Prior to founding Plug Smart, Mr. Housh was the founder and CEO of Control Solutions, headquartered in Lebanon, Ohio. Over a 25-year period, Mr. Housh grew this business to 500 employees, 17 offices and implemented more than \$250 million of energy projects on five continents. In 2002, Housh sold the company to TAC/Schneider Electric, an \$18B French company, for \$75M. Plug Smart operates as the most refined iteration of Mr. Housh's vision.</p> <p>A partial list of Plug Smart's HVAC services, energy engineering, project development, consulting, and project management services include:</p> <ul style="list-style-type: none"> • Turnkey project development and implementation including energy-focused HVAC systems, lighting systems, roofing, windows, information technology, food services, control systems, motors, drives, precision clean rooms, compressed air systems, demand limiting, asphalt rehabilitation, masonry and concrete repair, flooring, electrical service and performance contracting services. • HVAC Controls engineering services including commissioning, retro-commissioning, remote monitoring, DDC maintenance and smart building systems. • Facility and energy master planning services designed to document and quantify long-view infrastructure roadmaps. • On-site generation services including project development services, cogeneration, CHP, solar, power purchase agreements, feasibility studies, financial modeling, generation site planning and logistics, third party financing. • Energy consulting services including energy audits and assessments, owner's representative services, measurement and verification, green energy and energy efficiency training, and energy engineering design services. <p>Our Philosophy Plug Smart is not looking to implement a single project with Sourcewell and its member entities, but rather we are looking to build a long-term partnership. To accomplish this objective, our philosophy is simple: (i) outwork the competition; (ii) deliver a high-quality HVAC projects; (iii) treat Sourcewell and its entities honestly and fairly; (iv) provide superior financial value; and (v) keep our commitments – both large and small.</p>
10	What are your company's expectations in the event of an award?	Our expectations are to use this contract to (i) identify new clients within Sourcewell's member network that could benefit from our services and approach; (ii) deliver new/additional work to our existing clients that could benefit from Sourcewell's delivery method (iii) and evangelize the program to help cultivate additional membership for Sourcewell.

11	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.	<p>Plug Smart is a privately held company and it is our policy on public sector bids that are subject to the Open Records Acts to take precautions when asked to disclose this confidential information. To assist with this request, listed below are a few selected business references that can attest to the financial stability and viability of our company.</p> <p>As an immediate point of reference, please note that: (i) Plug Smart has been profitable every year since incorporation; (ii) Plug Smart has been nominated to the Inc. 500 list of fastest growing companies in the United States three times; (iii) Plug Smart has over 75 full-time employees. To assist further with this requirement, Plug Smart is available to schedule a call with Sourcewell representatives for a private and confidential financial review as needed.</p> <p>Business References</p> <p>Brian C. Close, Partner Dinsmore & Shohl LLP – Legal Counsel 191 West Nationwide Boulevard, Suite 300, Columbus, OH 43215. Brian can be reached by email at brian.close@dinsmore.com or by phone at (614) 227-4209.</p> <p>Michelle Roseberry, CPA, CGMA, CIT, Principal HBK CPAs & Consultants 226 N Fifth Street, Suite 500, Columbus, OH 43215. Michelle can be reached by phone at (614) 228-4000</p> <p>Troy D Greenwalt, President Central Ohio Market S&T Bank 4599 Cemetery Road, Hilliard, OH 43026. Troy can be reached by email at troy.greenwalt@stbank.com or by phone at (614) 971-2081.</p>
12	What is your US market share for the solutions that you are proposing?	Less than 1%
13	What is your Canadian market share for the solutions that you are proposing?	Less than 1%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, not applicable.
15	<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.</p> <p>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?</p> <p>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>Plug Smart is a distributor/dealer/reseller and a service provider.</p> <p>We are authorized dealers of Reliable, Tridium, Computrols building automation systems.</p> <p>Additionally, we self-perform our service; have our own service department, led by our internal (direct employee) manager, with dozens of support technicians. We are staffed to provide comprehensive service onsite, via phone and email in accordance with our clients' service contracts or ad hoc.</p>
16	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>Plug Smart is a strategically assembled group of industry professionals. Brief descriptions of the certifications that the team members hold are provided below:</p> <p>Certified Energy Managers (CEM), professionals who have distinguished themselves as leaders in the field of energy efficiency. These individuals have demonstrated high levels of experience, competence, and proficiency in the field of energy management. The CEM designation is recognized as the standard for qualifying energy professionals by the US Department of Energy (DOE), the Office of Federal Energy Management Programs (FEMP), the US Agency for International Development, numerous state energy offices and private corporations.</p> <p>Professional Engineers (PE), licensed by the State government when they have met the legal requirements sufficient to be permitted to practice engineering. Licensure is a way to protect public health, safety, and welfare. Engineers who have earned the PE designation have at the least a Bachelor's Degree in Engineering, they have passed both the Fundamentals of Engineering and Principles of Practice examinations given by the National Council of Examiners for Engineers and Surveyors and have four years of practical experience in the engineering field.</p> <p>Certified Measurement & Verification Professionals (CMVP), the most qualified professionals in this growing area of the energy industry, and raising the overall professional standards within the measurement and verification field. The International Performance Measurement & Verification Protocol (IPMVP), first established by the U.S. D.O.E., has become the internationally recognized protocol for performance measurement and verification (M&V). The IPMVP guidelines, built with the help of organizations from 16 countries and hundreds of individual experts from 25 nations, provides a consistent, reliable approach to M&V around the world.</p> <p>Leadership in Energy & Environmental Design Accredited Professionals (LEED AP), leaders in the field and active participants in the green building movement. With jobs specifying the need for green building expertise, a LEED credential shows a clear commitment to professional growth, while underscoring value to LEED project teams and sustainability-focused organizations.</p> <p>Certified Sustainable Development Professionals (CSDP), individuals who have demonstrated high levels of experience, competence, proficiency, and ethical fitness in the sustainable development and environmental practices. The CSDP is a professional with expertise in Developing & Implementing Sustainability Programs, Environmental Issues, Alternative Energy & Carbon Reduction, Sustainable Policy Programs, Energy Efficiency Technologies in Sustainable Buildings, Impact of Sustainable Development Policies, Renewable Energy, Sustainable Transportation, Water Conservation and Financial Assessments.</p> <p>AEE's Certified Business Energy Professionals (BEP), business/marketing and energy professionals who have demonstrated a high level of competence and ethical fitness for business/marketing and energy management related disciplines, as well as laws governing and affecting energy professionals.</p> <p>Plug Smart is also a Department of Energy Certified Energy Services Company (ESCO), uniquely qualifying Plug Smart to perform energy-savings performance contracting at any federal agency.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Plug Smart team members are recognized as industry experts and have spoken and presented at dozens of industry conferences over the past five years.</p> <p>Awarded Platinum (2017), Diamond(2018) Dealer levels, Top Sales of the Year (2019), and Entrepreneur of the Year (2020) by Reliable Controls.</p> <p>Recognized by American Electric Power in 2011, 2012, 2016, 2017, 2019 as a Top Solution provider from a pool of over 200 engineering firms, architects, suppliers, distributors and other ESCO's trained on AEP Ohio's energy efficiency programs for business customers.</p> <p>Recognized by Columbus, Ohio Mayor in annual City Address for Plug Smart's contributions in the green energy field and for job creation in the New Energy Economy.</p> <p>Awarded the Columbus Business Fast 50 Company list in 2014 and 2015</p>
19	What percentage of your sales are to the governmental sector in the past three years	4.5
20	What percentage of your sales are to the education sector in the past three years	55.2
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>TIPS-USA</p> <p>CONTRACT: 21020302 Renewable Energy and Solar Solutions and Services (JOC)</p> <p>CONTRACT: 191101 Commissioning and Testing Services for Facility Systems</p> <p>CONTRACT: 200105 Technology Solutions Products and Services</p> <p>CONTRACT: 200201 Trades, Labor and Materials (JOC)</p> <p>CONTRACT: 170103 Energy Savings Performance Contracts</p> <p>CONTRACT: 18010101 Comprehensive HVAC Solutions and Services</p> <p>CONTRACT: 18010102 Comprehensive HVAC Solutions and Services (JOC)</p> <p>CONTRACT: 21020301 Renewable Energy and Solar Solutions and Services</p> <p>CONTRACT: 18060201 Lighting Systems, Parts and Installations</p> <p>CONTRACT: 18060202 Lighting Systems, Parts and Installations (JOC)</p>
22	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?	Not applicable

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Howland Local Schools	Kevin Spicher, Superintendent	330-856-8200
Stow Munroe Falls City Schools	Tom Bratten, Superintendent	330-689-5445
Marlington Local Schools	Mike Shreffler, Superintendent	330-823-7458

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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Collier County Government	Government	Florida - FL	<p>The County is working off of a facilities master plan, and we have been selected to help perform many HVAC improvements across the County. A list of work we've done over the last 3 years is summarized below:</p> <p>Building Automation & Energy Management Project - Installation of Reliable Control Systems in 24 Buildings</p> <p>JCI NAE Replacement Project - Replacement of JCI controller with Computrols in 51 buildings</p> <p>ESC Chiller replacement - Chiller replacement for the Emergency Operations Center</p> <p>Big Corkscrew Sports Park- Installation of Access Control, CCTV, Code Blue throughout Sports Fields and 8 Buildings</p> <p>Growth Management Development - Replacement of Fire Alarm System</p> <p>CID / CSI Building - Construction of 4 IT rooms including replacement of copper & fiber Data Infrastructure</p> <p>Heritage Bay - New Installation of BAS Control System</p> <p>Vineyards - Installation of new of BAS Controls</p> <p>Immokalee Health - Installation of new BAS Controls</p> <p>Collier County Courthouse & Annex - 7 story building - Replacement of VAV Controllers</p> <p>Collier County Campus Assessment - Campus wide Energy Management Assessment</p> <p>Collier County Sports Park - New BAS Controls installation</p> <p>Marco Island Airport - New BAS Controls Installation</p> <p>Immokalee Airport - Access Control, CCTV & Code Blue replacement</p> <p>Property Appraisers - Replacement of entire BAS Controls</p> <p>Growth Management Division - Replacement of entire BAS Controls</p> <p>EMS Station 25 - New BAS Controls Installation</p> <p>Naples Jail Isolation Rooms Pressure Monitoring</p> <p>Naples Jail Boilers BAS Control and Gas Detection System</p>	\$2,424,926	\$2,424,926
Ohio Northern University	Education	Ohio - OH	<p>All new HVAC controls system for newly constructed engineering building</p> <p>Critical infrastructure including HVAC & controls</p> <p>Comprehensive HVAC and major building systems master planning</p>	\$2,875,172; \$97,239; \$350,000	\$2,972,411
Mountain Home VA Hospital	Government	Tennessee - TN	<p>Building automation work as part of several renovation projects including controls within operating and patient suites.</p>	\$650,000	\$650,000
Copley-Fairlawn City Schools	Education	Ohio - OH	<p>DDC Controls LED Lighting VAV Terminal Units Air Handling Unit(s) Air Handling Unit(s) Variable Frequency Drives Variable Frequency Drives Pool Upgrades/Retrofits Kitchen Upgrades/Retrofits Boiler Room Combustion Boiler Replacement Unit Ventilator HVAC Replacement Electrical Service Upgrade Water System Replacement</p>	\$5,000,000	\$5,000,000

Blue Water YMCA	Non-Profit	Michigan - MI	<p>Plug Smart identified and implemented six (6) major system improvement measures that help the YMCA save on energy costs while maintaining budget neutrality. We also helped solicit and facilitate project financing through Michigan's PACE program. Project scope included:</p> <p>Controls Retro-Commissioning (RCx)</p> <p>Upgrade domestic hot water heaters</p> <p>Install Variable frequency drives on pool circulation pumps</p> <p>Replace hardware on all flush valves to conserve water</p> <p>Repair and upgrade roof</p> <p>LED lighting throughout building</p>	\$842,000	\$842,000
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Table 6: Ability to Sell and Deliver Service

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 *
25	Sales force.	Plug Smart employs 16 FTEs (direct employees) focused strictly on networking, client outreach, new business/project development, no service overlap. Many of these team members are located at our headquarters in Central Ohio and throughout the Midwest, but can serve all of Sourcwell's entities' geography.
26	Dealer network or other distribution methods.	Plug Smart's procurement and distribution network consists of hundreds of manufacturers, distributors, and dealers strategically spread across the United States and Canada. This network employs thousands of FTEs, all of which are third party employees.
27	Service force.	Plug Smart employs 45 FTEs (direct employees) to provide post-sales service and support to our existing clients. Our direct employee team is supplemented by our dealer network's thousands of service technicians that can assist across the United States and Canada.
28	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.	We provide a standard 24/7 phone/online-ticket customer service program in case our clients need product support. Additionally, our Business Development team retains territory-specific Account Management responsibilities to help develop and deliver additional solutions to new and existing customers alike.
29	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>For over 10 years, Plug Smart has been developing large scale, complex HVAC projects within in the Municipality, University and K-12 Schools, market segments. Within these segments, the public sector represents a key area of company focus and revenues. As such, Plug Smart is uniquely qualified to assist Sourcwell with best-value solutions.</p> <p>To ensure successfully delivery of our services for Sourcwell, Dave Zehala, Plug Smart's president with 30 years of industry experience, will be the Program and Project Executive. He will serve as the executive that is ultimately responsible for the final deliverable exceeding Sourcwell' expectations. He will be responsible for interfacing directly with the executive level Sourcwell and Member Administrative teams. He will also serve as the executive-level point of contact for member districts to address any issues that may arise during a project.</p> <p>Additionally, for this project, our Vice President of Engineering will serve as Program and Project Administrator. He will be responsible for all day-to-day program actions and will be responsible for managing the design aspects of each project. Mr. Papay will be responsible for coordination between design entities and all Plug Smart Team members on the Engineering Team and Support Staff. He will coordinate all aspects of the project from the schedule, data collections, project update communication, and all design-associated deliverables outlined in this response.</p> <p>In order to deliver each project on-time and under-budget, our COO Scott Brennan will serve as the Program and Project Construction Manager. In this role, Mr. Brennan will manage all of Plug Smart's field resources, review and approve all procurement activities, perform progress and cost analysis regularly throughout project construction phases. Our proposed program team has over 300 combined years of experience, and with more than 65 team members in the Midwest alone, our bench is strong and we have the ability to easily meet the scheduling demands of completing projects like these in a short amount of time. We look forward to continuing the success of our relationship we've cultivated with Sourcwell for many years to come.</p>
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Our business model allows us to design, develop, and implement HVAC projects in Canada. We are willing and able to pursue any opportunity in Canada in support of this Contract.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Plug Smart can serve any geographic area of the United States or Canada.
32	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our team can serve any of Sourcwell's participating entity sectors.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not applicable.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy for this contract would seek to achieve each of the goals listed below: Develop new projects by meeting with qualified entities Increase membership by enlisting new qualified entities to Sourcewell Provide best-value HVAC solutions to all current and prospective Sourcewell members Fill the future project funnel with "tweeners"
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Plug Smart has developed a comprehensive marketing software tool in-house that allows us to source target data, streamline outreach via account-based email marketing, social media, website, webinars etc. and ultimate evaluate the effectiveness of our sales and marketing efforts to maximize the efficiency of such activities.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	For this Contract, Sourcewell's role should be to announce Plug Smart as the newest HVAC solution provider as well as program details and contact information. From there, we would plan to begin our outreach sequences to evaluate eligibility, timing and fit with (i) existing Plug Smart Clients who are already Sourcewell members; (ii) Existing Plug Smart Clients but are not already Sourcewell members; (iii) Non-clients but are existing Sourcewell members; and finally (iv) Non-clients and not yet Sourcewell members.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products and services are not available through an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	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>Annual Training Plug Smart has a well-defined and established training program, and encourages clients to schedule annual training sessions with Plug Smart's factory-authorized personnel. Annual training sessions are scheduled with 90-120 day notice to adequately address client needs, draft syllabi, and coordinate personnel schedules. Because Plug Smart is vendor neutral and technology agnostic, regular training and certification of our personnel is a top priority for our team. Plug Smart engineers and support staff maintain certifications as factory-authorized service representatives or negotiate on-going training contracts with manufacturer-deployed personnel to ensure Plug Smart clients are trained and familiar with new technology and service packages.</p> <p>Routine Training Resources Plug Smart acknowledges the importance of access to video playback of content specific training guides and would not design or recommend the use of any manufacturer that does not include this service. Plug Smart would require that any selected manufacturer to provide access to an online operator training module consisting of instructional videos and quizzes for existing and new client personnel.</p> <p>Plug Smart is committed to earning and sustaining the reputation of having the most satisfied customers in the industry. Training and documentation are key components of achieving that goal.</p> <p>Plug Smart's training partners host dozens of classroom courses per year for operators at locations across the country. We go to where the students are located whenever possible, and classroom courses always include hands-on experience, with a laptop computer and desktop training kit (consisting of three controllers and a digital room sensor) provided for each student. To ensure a high level of interaction between instructor and students, we limit a single class size to a maximum of 12 students.</p> <p>Plug Smart's Operator certification initiatives include a series of on-line and classroom courses targeted towards building operators who would like to learn how to derive maximum benefit from their system installations. Operator certification opportunities include:</p> <ul style="list-style-type: none"> • Short online training videos (preliminary lists attached) • Take and pass tests, progressing to successive levels of certification • Access a personal web page and track certification status • Receive certificate(s) at each certification level achieved • Remain informed and aware of new industry products and methods of operation <p>Training Course Examples Level 1: HVAC Basics Level 2: System Hardware & Software Introduction Level 3: Software Basic Operations Level 4: Software Advanced Operations Level 5: Advanced Operator Classroom Course*</p> <p>*For Operators that desire more extensive training from one of our corporate instructors, advanced classes are offered, with sessions scheduled throughout the year in various states.</p> <p>Training Schedule The training programs are designed to adequately include and discuss breadth of systems while also pursuing more complex topics in depth.</p>
39	Describe any technological advances that your proposed products or services offer.	<p>Our solutions offer our clients the latest in Indoor Air Quality considerations to maximize safety for operators and occupants. We have worked closely with government agencies and have already implemented millions of dollars worth of HVAC improvements to help combat the COVID-19 pandemic. Unlike surface sanitization and plexiglass etc., these system improvements will far outlive the pandemic and offer better air quality and safety for decades to come.</p> <p>Additionally, our systems employ the latest in building automation, energy, and consumption analytics technology to increase visibility, reduce consumption, and optimize dynamic system operation.</p>
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>With over ten Certified Energy Managers on our project development team, we possess hundreds of years of collective systems analysis and design experience in all types of facilities, including large, complex campuses and multi site enterprises.</p> <p>Every project we deliver has an energy focus. There are often many ways to design system hardware and software to accomplish a specific task. We believe that good design must work well and reduce energy use.</p>
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Reliable Controls is certified with RoHS Compliance with Directive 2001/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment.</p> <p>Reliable Controls is certified with Environmental Management System ISO 14001:2015</p> <p>Reliable Controls is certified with Product End-Of-Life Disassembly Instructions for EU Directive 2012/19/EU (WEEE)</p>
42	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>Originally founded as a Service-Disabled Veteran-Owned Small Business, Plug Smart--now a 100% employee-owned S-corp--is still led by our Founder and CEO, Rich Housh, a Service-Disabled Veteran of the United States Navy.</p>
43	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>Our team's philosophy, experience and approach uniquely qualifies us to help ensure your members' projects get done on time, under budget, and exceed their and your expectations. The areas where we are most unique among the field are (i) we are experienced, and lowest risk; (ii) we are vendor neutral, so our goals are aligned with the client's; (iii) we are 100% employee-owned, so every team member has a vested interest in your program's success; and (iv) we can bring more grant funds to the table than any other firm because of our proven track record of securing over \$4 million worth of Federally-sourced grant funds for our clients over the last 6 years.</p>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	All of our products, parts and services carry a manufacturer (materials) and workmanship (labor) warranty; warranty terms vary by specific products.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Plug Smart has normal "appropriate use and required maintenance requirements" for all equipment installed to prevent abuse of installed equipment and fraudulent warranty claims, but no conditions outside of normal business practices.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For one year, Plug Smart's technicians travel and mileage is covered for all warranty claims.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions that we serve (develop/implement projects) for which we cannot provide a certified technician to perform warranty repairs.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Because we are the sole source of responsibility for the equipment, products, and services provided under this contract, we will cover or coordinate all warranty service requests.
49	What are your proposed exchange and return programs and policies?	Plug Smart accepts returns and/or exchanges for any material we sell less shipping and restocking fees.
50	Describe any service contract options for the items included in your proposal.	Plug Smart's service programs are highly flexible and always created in consultation with the Client's key stakeholder team. Plug Smart would not expect a customer would need a service agreement in year 1 post construction (due to warranty shake out period). Our "out-of-the-box" service programs are outlined in the graphic in the supplemental attachment labeled "Service Contract Options - Line Item 50".

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	In our project methodology, performance standards are defined as the process for ensuring that all project activities necessary to design, plan and implement a project are effective and efficient with respect to the purpose of the objective and its performance. Quality management is not an event - it is a process; a consistently high-quality product or service cannot be produced by a defective process. Quality management is a repetitive cycle of measuring quality, updating processes, measuring, updating processes until the desired quality is achieved. Additionally, on our projects, quality does not mean purchasing the most expensive material or services available on the market. Quality and grade are not the same. A product may be of good quality (no defects) and be of low grade (few or no extra features). With this in mind, our procurement teams are careful when procuring material and equipment as part of and HVAC installation. During the procurement stage, equipment/material providers are required to submit cut sheets, catalogs, references, financial, insurance, warranty, bonding (if required) and other information during the selection process. This information is collected, analyzed, compared, scored, and in most cases, shared with the client if they have an interest to be involved in the selection process. This level of transparency would be provided to Sourcewell members if awarded a contract.
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The service standards that we use for our material and service selections involve critical items such as past performance, financial viability, warranty/service, references, company history, risk management and other criteria depending on the project. This is the process that we use to ensure that all equipment/material would conform to quality-based project specifications, and provide the client with the best possible value. Examples of quality-based scoring criteria from past scorecards are provided below: <ul style="list-style-type: none"> • Functionality – Can this equipment/material perform its intended function on the project and behave as expected. • Performance – Can this equipment/material meet or exceed all the performance specifications as defined by project requirements. • Reliability – Does this equipment/material have the ability to perform as intended under normal conditions without unacceptable failures. • Relevance – Is this equipment/material pertinent, applicable, and appropriate based on its intended use or application in the project. • Timeliness – Can this equipment/material be delivered in time to meet project schedules and timelines. • Completeness - Is this equipment/material a complete solution and can it address the entire scope of services in its entirety. • Warranty/Service - Does this equipment/material come with a warranty/service packages consistent with best practices in the industry.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods?	Plug Smart has a standard net 30 payment terms. Check, credit card, electronic deposit, or electronic bank transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>As part of our partnership with Sourcewell, Plug Smart will help educate and offer Sourcewell members with a variety of financing mechanisms, including financing sources that could be used to finance HVAC improvements and maintenance operations over the term of the contract. We offer a full suite of services for financing for up to 15-years of full financing through our financing arm via our banking network.</p> <p>A few examples of these types of financing options include but are not limited to the following:</p> <p>Systems Services Agreement (SSA) A systems services agreement (SSA) is a creative financing approach that is unique to Plug Smart and leverages our experience financing large-scale infrastructure projects. In this program, Plug Smart would design, build, own, and operate the HVAC systems being proposed as part of this project. An SSA agreement would allow for Plug Smart to provide HVAC improvements to Sourcewell members at no cost in exchange for Plug Smart holding a title on all HVAC improvements usually in the form of a ground lease. This program can finance up to 100% of all eligible HVAC measures for Sourcewell Members.</p> <p>Department of Energy Grants The US DoE provides program assistance to Ohio K-12 schools that have the desire to implement energy efficient infrastructure projects including HVAC, building automation systems. Since 2016, Plug Smart has been awarded over \$4 million in grants to disperse in K-12 and other market segments up to \$225,000 for qualifying projects. As part of this Sourcewell partnership, Plug Smart will make these grant funds available to Sourcewell members. These grants are valued up to \$225K for Sourcewell Members.</p> <p>Performance Contract (PC) A performance contract (PC) is a method for developing and implementing energy efficiency projects that fund themselves through the utility bill savings they create. Often times, capital intensive HVAC can be financed using this strategy, especially if the system is integrated with building automation and lighting control systems. As part of this Sourcewell partnership, Plug Smart will make performance contracting services available to Sourcewell members. This program can finance up to 100% of all eligible HVAC measures for Sourcewell Members.</p> <p>Commercial - Property Assessed Clean Energy (C-PACE) Property Assessed Clean Energy (C-PACE) financing is a simple and effective way to finance energy efficiency, renewable energy, water conservation, and most HVAC upgrades to buildings. PACE pays for 100% of a project's costs and is repaid for up to 20 years through a special assessment levied against the parcel. State and local governments sponsor PACE financing to create jobs, promote economic development, and protect the environment. Plug Smart is a solution provider in this program and can assist Sourcewell members in securing financing up to 35% of the stabilized appraised value of the facility. This program can finance up to 100% of all eligible security measures for Sourcewell Members.</p>
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Each Opportunity record that is executed (deemed Closed Won) in our CRM is automatically converted to a Project in the same system. Sourcewell projects and all compliance checklist items will be carried over to the related Project record.</p> <p>As revenue is invoiced and received, our Project reports automatically initiate payment workflows for our Accounts Payable personnel to execute in accordance with the contract. The quarterly reports will be printed and furnished to Sourcewell as a part of this automated process.</p>
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Plug Smart will use one of three methods to contract with Sourcewell's members: (i) DBIA 530 standard contract, (ii) AIA A101-2017, or (iii) the most recently published state-specific standard contract. Examples of the two former examples can be found at the links below. We have also attached the DBIA 530 example in the Documents section of this response.</p> <p>DBIA: https://secureservercdn.net/198.71.233.179/211.b41.myftpupload.com/wp-content/uploads/2019/08/DBIA-Contracts-530-Sample.pdf</p> <p>AIA: https://help.aiacontracts.org/public/wp-content/uploads/2020/05/Preview_A101-2017.pdf?ga=2.185980843.327078933.1625085292-2036516647.1625085292</p>
57	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?	Plug Smart accepts the P-card procurement and payment process; we charge an additional 2.0% for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	We will provide product-category discounts (by manufacturer's catalog). For all non-catalog materials and services, we will offer HVAC services via the most recent RS Means database pricing with a Sourcwell discount.
59	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.	Our pricing discounts will be quantified by percentage below list/MSRP; up to 35% For RS Means-priced scopes of work, we will offer Sourcwell members a 0.9 coefficient (10% discount).
60	Describe any quantity or volume discounts or rebate programs that you offer.	We will offer Sourcwell members up to 3% volume discounts for multi-year projects that include an excess of \$2.5 million in equipment purchases.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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 cases of "sourced" products, related services, "open market items" or "nonstandard options" we will supply a quote for each such request.
62	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.	For personnel costs associated with installation, project management, inspection/commissioning, and training, please refer to the pricing sheet labeled "Personnel Rate Sheet". NOTE: For RS Means-priced scopes of work, labor is sometimes included.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	No additional shipping charges; price is included in catalog pricing
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Plug Smart's comprehensive approach to stocking parts for Sourcwell's members has four prongs: (1) Main distribution center (HQ); can be shipped emergency/same-day, standard or overnight as needed (2) Regional supply/service centers; can be shipped emergency/same-day, standard or overnight as needed (3) Manufacturers' warehouse; 2-day expedited (4) Provide option for on-site/attic stock at customer's discretion.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We will offer more competitive discounts off our catalog pricing for Sourcwell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	All of our Sourcwell opportunities will flow through our self-audit process for public-sector procurement projects outlined below: (1) Each project will have an Opportunity record created in our Customer Relationship Management (CRM) software (2) Each Opportunity will be labeled ""Consortium Procurement Contract"" designation (3) In order to effectively move a Closed Won Opportunity to an executed contract, the following Compliance information must be collected -Contract Due Diligence (URL) -Proof of Client Membership (Official Document) -Legal Reference (URL) -Executed Project Contract (Official Document) -Supporting Documentation -Procurement Contract Name (4) Upon completion of the compliance checklist, a copy of related documentation is submitted to the Client AND the Procurement Entity (Sourcwell) (5) QA/QC reports are run weekly to ensure all related Opportunities maintain compliance requirements
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	For new procurement contracts, we pursue all eligible members via our marketing outreach plan. We will set the year-one benchmark in accordance with the major milestones outlined below. Within the prospecting activities, we will track (i) total number of Sourcwell accounts, (ii) total touchpoints (iii) discovery meetings with members; (iv) on-site assessments/estimates resultant from meetings; (v) how many contracts (by size - S-M-L); and (vi) closed/won (revenue). We typically see a 30% increase in utilization year over year. Our CRM reporting thresholds will reflect these expectations for each of 4+ program years.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Plug Smart will pay up to Sourcwell 2.25% of our sales under the Contract

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>A partial list of Plug Smart's HVAC-related services, energy engineering, project development, consulting, and project management services include:</p> <ul style="list-style-type: none"> • Turnkey project development and implementation including energy-focused HVAC systems, lighting systems, roofing, windows, information technology, food services, control systems, motors, drives, precision clean rooms, compressed air systems, demand limiting, asphalt rehabilitation, masonry and concrete repair, flooring, electrical service and performance contracting services. • HVAC Controls engineering services including commissioning, retro-commissioning, remote monitoring, DDC maintenance and smart building systems. • Facility and energy master planning services designed to document and quantify long-view infrastructure roadmaps. • On-site generation services including project development services, cogeneration, CHP, solar, power purchase agreements, feasibility studies, financial modeling, generation site planning and logistics, third party financing. • Energy consulting services including energy audits and assessments, owner's representative services, measurement and verification, green energy and energy efficiency training, and energy engineering design services.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within the turnkey HVAC services that we can provide, we will include the equipment, products and services, delivery, and installation within the following subcategories:</p> <ul style="list-style-type: none"> -Boilers -Chillers -Building Controls/Automation/DDC -Motors/Drives -Fans -VAVs -VRF Systems -Mini-Splits -Pumps -Piping/Ductwork -Valves and Dampers -Thermostats and sensors -Electrical systems -Tanks, and any other equipment required to operate major HVAC systems.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Plug Smart readily offers all of these materials as a part of our proposal for this contract.
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Plug Smart readily offers all of these materials as a part of our proposal for this contract.
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Plug Smart readily offers all of these materials as a part of our proposal for this contract.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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](#) - Pricing_Full_Sourcewell.pdf - Thursday July 01, 2021 10:24:36
- [Financial Strength and Stability](#) - Plug Smart_Financial Strength Statement.pdf - Wednesday June 30, 2021 08:57:38
- [Marketing Plan/Samples](#) - Sourcewell_Marketing Strategy.2021.pdf - Wednesday June 30, 2021 08:29:17
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty & Sample Letter.pdf - Thursday July 01, 2021 06:28:16
- [Standard Transaction Document Samples](#) - DBIA-Contracts-530-Sample.pdf - Wednesday June 30, 2021 15:36:51
- [Upload Additional Document](#) - Service Contract Options_Line Item 50.pdf - Wednesday June 30, 2021 08:59:15

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Dave Zehala, President, Juice Technologies Inc.

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 contractual obligations contemplated in the bid.

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_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	<input checked="" type="checkbox"/>	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	<input checked="" type="checkbox"/>	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	<input checked="" type="checkbox"/>	1