



ENTERED
1/15/15

CONTRACT/GRANT INFORMATION SHEET

| | |
|--|--|
| Date: 12/18/2014 | |
| Staff's Name: Raymond Rees | Department: Development Services |
| Vendor's Name: Urban Energy Solutions, Inc. | |
| Address: 3312 E Broadway Road, Phoenix, AZ 85040 | |
| Phone: 602-429-3045 | |
| Received W9 (if applicable): | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N |
| Business License # (if applicable): | Exp. Date: Click here to enter a date. |

| ACCOUNTING SUMMARY | Org | Object | Project/# | \$ |
|--------------------|-------|--------|-----------|--------|
| Accounting Code: | FACTH | 6211 | | 53,515 |
| Accounting Code: | | | | |

CONTRACT SUMMARY

| | |
|---------------------------------|---|
| Contract Number Assigned: | C2015-143 |
| Contract Total: | \$53,515 <i>56,576.06</i> |
| Brief Description of Service: | Energy Management System and HVAC Controller Upgrade |
| Contract Beginning Date: | 12/18/2014 <i>ok</i> |
| Contract Expiration Date: | 12/18/2015 <i>12/17/15</i> |
| Budgeted Expenditure: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Budget Page #: | |
| Approved by Council: | <input type="checkbox"/> Yes; Date: Click here to enter a date. <input type="checkbox"/> No |
| Insurance Certificate provided: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Estimate Start Date: | 12/10/2014 |
| Estimate Completion Date: | 3/31/2015 |

GRANT SUMMARY

| | |
|------------------------|--|
| Paid for by Grant: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Name of Grantee: | |
| Grant Number Assigned: | |
| Date Council Approved: | |

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
URBAN ENERGY SOLUTIONS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 18, 2014, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Urban Energy Solutions, Inc., an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, 1 Governmental Procurement Alliance ("1GPA") entered into Contract No. 14-145 dated February 13, 2014 (the "1GPA Contract"), for the Vendor to provide electrical products and services. A copy of the 1GPA Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the 1GPA Contract, at its discretion and with the agreement of the awarded Vendor, and the 1GPA Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the 1GPA Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with a completely installed BACnet energy management system with HVAC controller upgrades, as more particularly set forth in Section 2 below (the "Equipment") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 17, 2015, unless terminated as otherwise provided in the 1GPA Contract.

2. Scope of Work. Vendor shall provide to the Town the Equipment under the terms and conditions of the 1GPA Contract and in the configurations as set forth in the Proposal attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Equipment is subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement and/or the 1GPA Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Equipment, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Equipment into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay Vendor an aggregate amount not to exceed \$56,576.06 for the Equipment at the unit rate set forth in the 1GPA Contract and as more particularly set forth in the Proposal attached hereto as Exhibit B.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Equipment and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the 1GPA Contract and (ii) document the Equipment delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the 1GPA Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the 1GPA Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the 1GPA Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the 1GPA Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the 1GPA Contract, the Town shall be afforded all of the rights and privileges afforded to 1GPA and shall be "1GPA" (as defined in the 1GPA Contract) for the purposes of the portions of the 1GPA Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to 1GPA to the extent provided under the 1GPA Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town

under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Kenneth W. Buchanan, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire, Esq.

If to Vendor: Urban Energy Solutions, Inc.
 3312 East Broadway Road
 Phoenix, Arizona 85040
 Attn: Curt Baker, President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
URBAN ENERGY SOLUTIONS, INC.

[1GPA Contract]

See following pages.



December 17, 2013

Ms. Christy Knorr, Director of Operations
1 Governmental Procurement Alliance (1GPA)
1910 West Washington Street
Phoenix, AZ 85009

Urban Energy Solutions, Inc.
3312 East Broadway Road | Phoenix, AZ 85040
P: 480-282-9501 | F: 602-357-7403
www.UrbanEnergyInc.com

Re: Request for Proposal #C13-27
Electrical Products and Services

Dear Ms. Knorr and Selection Committee Members:

Urban Energy Solutions, Inc. (UES) appreciates the opportunity to submit this Statement of Qualifications for Performance Contracting Services for the 1GPA Energy Saving Capital Improvement Projects. Urban Energy Solutions, Inc. will serve as the business entity that will contract with 1GPA. The attached proposal constitutes as firm and binding offer by Urban Energy Solutions, Inc. to 1GPA. All information in support of the proposal is accurate, truthful and factual.

Urban Energy Solutions, Inc. (UES, Inc.) is a multi-disciplined electrical contractor delivering complete turnkey solutions. We perform all facets of the project delivery in house including design, implementation and service. We are a licensed electrical contractor in the State of Arizona.

UES, Inc. has certified technicians and decades of experience working on various building control systems from multiple manufacturers and multiple communication protocols. We specialize on integration solutions using various products. We provide only open systems and consistently deliver the highest levels of customer service in order to retain our clients.

We are uniquely positioned to help you with customized solutions for electrical services, energy management, systems integration and building controls. At Urban Energy Solutions, we deliver high quality performance based solutions custom tailored to your needs. Our professional design, installation and service staff are ready to take on any challenge.

Our project experience is vast and crosses many vertical markets including K-12, municipal, health care, manufacturing, industrial, commercial, and higher education. We have the depth and resources to become your partner on the Electrical Products and Services contract.

Thank you for your careful review and consideration of our qualifications. Our entire team looks forward to this opportunity, as well as continuing our relationship with 1GPA. I am dedicated as your primary point of contact and can be reached at 602-819-1213, should you require any additional information and/or clarification.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Curt Baker", is written over the typed name.

Curt Baker, President
Urban Energy Solutions, Inc.

COVER LETTER

Issuance Date: November 14, 2013



Request for Proposal

RFP #C13-27

Electrical Products and Services

Key Information

- **RFP Due Date & Time:** December 17, 2013 11:00 AM
- **Deliver To:** 1910 W. Washington St., Phoenix, AZ 85009
- **Last Day for Questions:** December 9, 2013
- **Advertising Dates:** November 14 & November 21, 2013

Offerors are strongly encouraged to carefully read the entire solicitation document!

1GPA will not be responsible for a proposal that is not properly addressed or identified. Proposals shall be in the actual possession of 1GPA on or prior to the time and at the location identified above. Proposals received after the due time and date will not be considered.

Proposals must be submitted in a sealed envelope or package with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

Contract Administrator:

Christy Knorr, Director of Operations
christy@1gpa.org



Tab 1

Vendor Agreement

Tab 2

Scope of Work | Services

Tab 3

Pricing

Tab 4

Vendor Profile Questionnaire

Tab 5

Forms

VENDOR CONTRACT AGREEMENT

Between Urban Energy Solutions, Inc. and

1 GOVERNMENTAL PROCUREMENT ALLIANCE (1GPA)

For

The following pages will constitute the contract between the successful vendor(s) and 1GPA. Bidders shall state, in a separate writing, and include with their response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by 1GPA, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between 1GPA. This contract consists of the provisions set forth in the General Terms and Conditions and Special Terms and Conditions pertaining to this document, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

SPECIAL TERMS AND CONDITIONS

Audit

Contractor shall maintain complete and accurate records concerning the Services/Product and all related transactions for at least three (3) years from the date of final payment for the Services/Product.

Cancellation for Non-Performance or Contractor Deficiency

1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials/product within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
- Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

Compliance with Laws

Contractor shall indemnify, defend, and hold harmless 1GPA and end users from and against any claims, damage and expense (including reasonable attorney fees) arising out of the violation by Contractor of any applicable law, rule regulation, or ordinance relating to Contractor's operations and performance of the Services.

Contractor General Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and the end users, including its affiliates, directors, officers, officials, employees, and agents, from and against liability, claims, damages, losses or expenses, including attorney fees, arising out of, or resulting from performance of the Services or this Agreement, but only to the extent that the liability, damages, losses, or costs are caused by, or arise out of, the acts or omissions of Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall apply equally to injuries to Contractor's employees.

Contractor Representations and Corrective Actions

In addition to other representations and warranties contained in this Agreement, Contractor represents and warrants to 1GPA that:

- a) Contractor has performed similar Services and possesses the specific training, skills, knowledge, necessary personnel, and legal right to perform the Services. Contractor shall provide in connection with the Services the standard of care, skill, and diligence normally provided by a Contractor in the performance of similar services and warrants that all such Services shall be performed in accordance with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as amended from time to time (including but not limited to all applicable environmental, health, and safety, cultural preservation and natural resources management laws, statutes, regulations, rules, and ordinances, as amended from time to time).
- b) The compensation described in **Pricing Section** is reasonable pricing for the performance of the Services, as represented by this Agreement, including all exhibits, and Contractor's independent evaluation of the Services to be performed and investigation of site conditions.
- c) Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the services and perform Contractor's obligations required by this Agreement.
- d) Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Services and perform the obligations required by this Agreement and had sufficient experience and competence to do so and is properly insured.
- e) Contractor is the holder of or will take the necessary action to obtain all consents, licenses, permits, or other authorizations required to allow it to operate or conduct its business now and as contemplated by this Agreement and to perform the Services under this Agreement.
- f) No services performed or goods provided by Contractor shall cause any process, procedure, hardware, software, firmware, micro-code, equipment, component or device or any part thereof that is used in end user's operations.

Cooperative Purchasing

This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

Cooperative Purchasing Agreements

Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

Cooperative Purchasing Contracts

Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements.

Customer Support

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

Independent Contractor

In performing the Services, Contractor is acting and shall be deemed for all purposes to be an independent contractor. Contractor shall complete the Services according to Contractor's own means and methods of work, which shall be in the exclusive charge and control of Contractor, and which shall not be subject to the control and supervision of the end user, except as to the results of the Services. Contractor shall be entirely and solely responsible for its acts and the acts of its employees and agents while engaged in the performance of the Services. Contractor, its employees and agents shall not hold themselves out as employees or agents of the end user.

Intellectual Property Rights Infringement Indemnity

Contractor warrants that none of the Services, or the results thereof, performed by Contractor, or the documents, goods, or equipment produced, designed, fabricated, or assembled by Contractor pursuant to this Agreement infringe upon or violate any patent, copyright, trade secret, or any other intellectual or property rights of any third party.

Licenses

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. 1GPA reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

Limitation

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, NOR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED. THIS LIMITATION ON CONSEQUENTIAL DAMAGES DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR DIRECT DAMAGES TO PROPERTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

Contract Placed On Hold

1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

Novation

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Order of Precedence

In the event of conflict in the provisions of the contract as accepted by 1GPA, the following order of precedence shall prevail:

1. Special Terms and Conditions
2. General Terms and Conditions
3. Specifications and Scope of Work
4. Attachments and Exhibits
5. Documents referenced or included in the solicitation

Work / Services

Contractor agrees to perform the services as set forth in **Scope of Work / Services** in a timely manner and in accordance with the terms and conditions of this Agreement and applicable laws. Contractor shall furnish, at its own expense, all labor, transportation, materials, consumables, qualified supervisory personnel, tools, equipment and facilities, to properly perform the Work / Services, except as otherwise provided in the Scope of Work / Services.

Taxes

Contractor shall pay all taxes and contributions for unemployment, insurance, retirement benefits, pensions, annuities, and similar benefits, which may now or hereafter be imposed on Contractor by law or collective bargaining agreements with respect to persons employed Contractor for performance of the Services. Contractor shall be liable for and shall pay and shall indemnify, defend, and hold 1GPA and the end user harmless from, all such taxes and contributions or any interest accrued and penalties imposed, and reasonable attorney fees and all taxes (including but not limited to, income, withholding, gross receipts, compensating, use and all other taxes of whatsoever kind and whatsoever nature), excises, assessments, and other charges levied by any governmental agency or authority on or because of the Services, or on any materials, equipment, services, or supplies furnished in the performance of the Services. On all invoices, Contractor shall separately show all gross receipts, compensating, sales, and other similar taxes required by the state. Contractor shall utilize appropriate Nontaxable Transaction Certificates, or similar certificates from other states, where applicable, to minimize gross receipts, compensating, sales, and other similar taxes.

Warranty Conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor, or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

SCOPE OF WORK / SERVICES

Scope of services (not limited to) and specifications

Contractors will reply to each listed item by checking the fitting "Comply" or "Deviate" box. An inability to comply shall mark the fitting "Deviate" box. Any deviations must be explained on a separate attachment labeled "Exhibit A" included in this proposal.

| 1.1.0 | Specifications for the Work | | Comply | Deviate* |
|-------|--|--|-------------------------------------|----------|
| 1.1.1 | Contractor may recommend alternate specifications or additional specifications for work to be performed under a project. Any alternate specification offered shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. | | <input checked="" type="checkbox"/> | |
| 1.1.2 | Contractor shall obtain approval from member prior to using any alternate specification for any work to be performed under the contract. | | <input checked="" type="checkbox"/> | |
| 1.1.3 | Prior to starting any work, contractor shall notify member of any specification that is in conflict with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance. | | <input checked="" type="checkbox"/> | |
| 1.1.4 | When any aspect of a project is not covered by a specification, building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing the United States of America. | | <input checked="" type="checkbox"/> | |
| 1.1.5 | No products that contain asbestos fibers will be used. | | <input checked="" type="checkbox"/> | |
| 1.1.6 | Where practicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevation. Contractor will not make adjustments to or alter in any manner member's existing facilities without prior approval from member. | | <input checked="" type="checkbox"/> | |
| 1.1.7 | Upon completion of the work, worksite must be clean and free from debris. | | <input checked="" type="checkbox"/> | |
| 1.1.8 | Upon request from member, contractor shall obtain the permits required for a job. Member shall reimburse contractor for actual cost of such permits. No amount for overhead and profit will be allowed. | | <input checked="" type="checkbox"/> | |

| | | | |
|--------|--|-------------------------------------|----------|
| 1.1.9 | Upon request from member, and if included in the awarded contract, contractor shall provide design services related to the job. Such services are only allowable as part of an executed purchase order. | <input checked="" type="checkbox"/> | |
| 1.1.10 | Design services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordinances, standards, and guidelines. | <input checked="" type="checkbox"/> | |
| 1.1.11 | Upon request from member, and if included in the awarded contract, contractor shall provide maintenance service related to the job order. | <input checked="" type="checkbox"/> | |
| 1.1.12 | Maintenance services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordinances, standards, and guidelines. | <input checked="" type="checkbox"/> | |
| 1.1.13 | There shall be no charge for repair services prior to expiration of the warranty period. | <input checked="" type="checkbox"/> | |
| | | | |
| 2.2.0 | Safety Program | Comply | Deviate* |
| 2.2.1 | Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work. | <input checked="" type="checkbox"/> | |
| 2.2.2 | Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following: | <input checked="" type="checkbox"/> | |
| 2.2.3 | All employees on the Worksite and all other persons who may be affected thereby; deviate if any incidents. | <input checked="" type="checkbox"/> | |
| 2.2.4 | All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site; deviate if any incidents. | <input checked="" type="checkbox"/> | |
| 2.2.5 | Other properties at the site of adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; deviate if any incidents. | <input checked="" type="checkbox"/> | |
| 2.2.6 | Contractor must currently have and maintain a safety mod rate below 1.00. | <input checked="" type="checkbox"/> | |
| | | | |
| 1.2.0 | Solar - Installation | Comply | Deviate* |

| | | | |
|-------|--|-------------------------------------|-----------------|
| 1.2.1 | Contractor shall separate photovoltaic source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors feeders, or branch circuits of the other non-PV systems. | <input checked="" type="checkbox"/> | |
| 1.2.2 | Correct means of identification must be used for all conductors within the PV system. | <input checked="" type="checkbox"/> | |
| 1.2.3 | Contractor must identify all photovoltaic source circuits at all points of termination, connection and splices. | <input checked="" type="checkbox"/> | |
| 1.2.4 | Where the conductors of more than PV system occupy the same junction box, raceway, or equipment, the conductors of each system shall be identified at all termination, connection, and splice points. | <input checked="" type="checkbox"/> | |
| 1.2.5 | Contractor must ensure the connection to a module or panel shall be arranged so that removal of a module or panel from a photovoltaic source circuit does not interrupt a grounded to conductor to other PV source circuits. | <input checked="" type="checkbox"/> | |
| 1.2.6 | Contractor must utilize expansion joints where necessary. | <input checked="" type="checkbox"/> | |
| 1.2.7 | Where a PV system has multiple utility-interactive inverters installed and are remotely located from each other, a point of disconnect will be supplied the contractor for the following: dc PV, ac, and main service. A site map must indicate all disconnecting means locations. | <input checked="" type="checkbox"/> | |
| 1.2.8 | Contractor shall provide detailed commissioning documentation to conclude installation. *PROVIDE SAMPLE COMMISSIONING DOCUMENTATION* | <input checked="" type="checkbox"/> | |
| 1.3.0 | Solar - Maintenance | Comply | Deviate* |
| 1.3.1 | Contractor shall provide correct overcurrent devices where required and these devices shall not be less than 125% of the maximum currents calculated. | <input checked="" type="checkbox"/> | |
| 1.3.2 | Any conductors replaced shall be sized to not carry less than larger of what was previously installed. | <input checked="" type="checkbox"/> | |
| 1.3.3 | Contractor must provide cause for shutdown of any producing photovoltaic system. All efforts to resolve a problem using safe practice techniques must be utilized prior to concluding that there are no other methods to safely repair a system. | <input checked="" type="checkbox"/> | |
| 1.3.4 | Any PV system with a voltage over 150 V shall only be maintained by qualified personnel. | <input checked="" type="checkbox"/> | |

| | | | |
|-------|---|-------------------------------------|-----------------|
| 1.3.5 | If requested by owner, contractor must be capable of utilizing manufacturer warranties to maintain the following: PV modules, PV combiners, DC disconnect, and inverters. | <input checked="" type="checkbox"/> | |
| 1.3.6 | If requested by owner, contractor may semi-annual or annually commission the photovoltaic system with detailed commissioning documentation. *PROVIDE SAMPLE COMMISSIONING DOCUMENTATION* | <input checked="" type="checkbox"/> | |
| 1.3.7 | Contractor shall have access to all monitoring data to economically maintain the photovoltaic system. If no monitoring system is implemented, the contract may supply and install a monitoring device or maintain the site by regular visits and recording various electrical readings. | <input checked="" type="checkbox"/> | |
| 1.3.8 | Contractor shall maintain the site by examining the following and is not limited to: monitoring the production of the system, physical examination of the photovoltaic system for shading, vandalism, rodents, or natural disasters. | <input checked="" type="checkbox"/> | |
| 1.3.9 | Contractor shall execute any maintenance or subcontract any maintenance necessary to maintain the photovoltaic system. | <input checked="" type="checkbox"/> | |
| | | | |
| 1.4.0 | Controls - EMCS | Comply | Deviate* |
| 1.4.1 | By request of an owner, the contractor shall be capable of providing a protocol implementation conformance statement for each type of equipment used. | <input checked="" type="checkbox"/> | |
| 1.4.2 | Contractor shall provide off-the-shelf software, web based with unlimited total point capacity. | <input checked="" type="checkbox"/> | |
| 1.4.3 | The ability to install controllers with no requirements for proprietary interface software/hardware with the EMCS. | <input checked="" type="checkbox"/> | |
| 1.4.4 | By request of a customer, describe to what extent integrated, third-party EMCS products are programmed. | <input checked="" type="checkbox"/> | |
| 1.4.5 | Experience with how current Metasys® Extended Architecture System is incorporated within a campus operator work station and/or enterprise level. | <input checked="" type="checkbox"/> | |
| 1.4.6 | Experience with the following: Metasys®, Johnson Controls, and N2 bus. | <input checked="" type="checkbox"/> | |

| | | | | |
|--------|---|--|-------------------------------------|--|
| 1.4.7 | List all other major HVAC equipment, lighting, and life safety manufacturer equipment which are currently and successfully being integrated with your product offering. **ATTACH WITH COMMISSIONING DOCUMENTATION** | | <input checked="" type="checkbox"/> | |
| 1.4.8 | Utilize EMCS to perform complex and ever-changing scheduling functions. | | <input checked="" type="checkbox"/> | |
| 1.4.9 | Design a system that is capable of integration with an embedded software database tool that allows users to effectively utilize trended data to diagnose system problems, characterize system performance and efficiency, and aid in the performance of system retro-commissioning. | | <input checked="" type="checkbox"/> | |
| 1.4.10 | Always present to the customer how Salt River Project's Spatia or Pinnacle West's APS and EMCS campus and building level energy consumption data can be utilized to determine the effectiveness of the District's energy management efforts. | | <input checked="" type="checkbox"/> | |
| 1.5.0 | Lighting | | | |
| 1.5.1 | Conduct multiple sites sports lighting retrofits or new installations. | | <input checked="" type="checkbox"/> | |
| 1.5.2 | Conduct multiple lighting and other lighting related energy retrofits throughout multiple facilities. | | <input checked="" type="checkbox"/> | |
| 1.5.3 | Evaluate current physical conditions of all equipment, including electrical infrastructure, poles, lighting mounts and fixtures/replace as necessary. | | <input checked="" type="checkbox"/> | |
| 1.5.4 | Provide a lighting system with maximum life cycle value with minimum life cycle costs. | | <input checked="" type="checkbox"/> | |
| 1.5.5 | Provide automation to lighting system. | | <input checked="" type="checkbox"/> | |

| | | | | |
|-------|---|--|-------------------------------------|--|
| 1.5.6 | Evaluate current site lighting effects to surrounding homes/businesses. | | <input checked="" type="checkbox"/> | |
| 1.5.7 | Evaluation of current lighting conditions to determine potential energy/operation savings. | | <input checked="" type="checkbox"/> | |
| 1.5.8 | Provide a multiple energy saving lighting options that either match existing lighting conditions or improve them. | | <input checked="" type="checkbox"/> | |

Consulting Fees:

Solar \$ 50 per hour
 Controls (EMCS) \$ 50 per hour
 General Electric (AC) \$ 50 per hour

Materials Cost:

Mark-up 15 %
 Discount Varies %

Travel: \$ Varies

Other Pricing Methods:

Describe:

General Electrical Service Pricing & Consulting

| Service Category | Performance Period | Response Time | Experience Level | \$ Per Hour |
|---------------------------------------|--|---|------------------------|-------------|
| Standard Service | Regular Business Hours | 24-48 Hours (Excluding Week-ends and Holidays) | Journeyman Electrician | \$55 |
| | | | Apprentice Electrician | \$35 |
| | | | Helper | \$35 |
| Standard Service After Hours | After Regular Business Hours, week-ends and holidays | 12-24 Hours (Including Week-ends and Holidays) | Journeyman Electrician | \$75 |
| | | | Apprentice Electrician | \$55 |
| | | | Helper | \$55 |
| Emergency Service | Regular Business Hours – M-F 8 am – 5 pm) | 1-2 Hours | Journeyman Electrician | \$90 |
| | | | Apprentice Electrician | \$70 |
| | | | Helper | \$70 |
| Emergency Service After Regular Hours | After Regular Business Hours, Week-ends and Holidays | 1-2 Hours | Journeyman Electrician | \$110 |
| | | | Apprentice Electrician | \$90 |
| | | | Helper | \$90 |

PRICING

Provide additional product and service pricing in your own format.

For products, please provide published price list and include the % and/or discount off of published pricing

VENDOR PROFILE QUESTIONNAIRE

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

1. **Minority/Women Business Enterprise** (Required by some participating governmental agencies)
Vendor certifies that this firm is an M/WBE. Yes _____ No X

2. **Historically Underutilized Businesses** (Required by some participating governmental agencies)
Vendor certifies that this firm is a HUB. Yes _____ No X

3. **Certification of Residency**
Company submitting bid is a resident bidder. Yes X No _____
Vendor's principal place of business is in the City of Phoenix, State of Arizona.

4. **Felony Conviction Notice**
(X) Is not owned or operated by anyone who has been convicted of a felony.
() Is owned or operated by the following individual(s) who has/have been convicted of a felony.
Please give detailed explanation of the names/convictions (must be attached).

5. **Pricing Information**
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product instructions at prices that are proportionate to Dealer Pricing.
Yes X No _____
(If answer is no, attach a statement detailing how pricing for 1GPA participants would be calculated.)
Pricing submitted includes the required 1GPA administrative fee.
Yes X No _____
Vendor agrees to remit to 1GPA the required administrative fee.
Yes X No _____
Additional discounts for purchase of a guaranteed quantity?
Yes X No _____

6. **Cooperatives**

List any other cooperative contracts currently held.

| Cooperative | Discount Offered | Expires |
|--------------------|---------------------------|---------------|
| Tolleson ESD \$AVE | 30% | June 13, 2014 |
| 1GPA | Included in Base Proposal | Unknown |
| | | |
| | | |
| | | |
| | | |

7. **Business Presence by State**

Please check mark the states covered by your company's products and/or services

| | | |
|---|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input checked="" type="checkbox"/> Arizona | <input type="checkbox"/> Maine | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> California | <input type="checkbox"/> Maryland | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Michigan | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Missouri | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Montana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> Nebraska | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Nevada | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Jersey | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New Mexico | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> New York | <input type="checkbox"/> Wyoming |
| | <input type="checkbox"/> North Carolina | |

8. Company Background

a) Provide a brief history of your company, including the year it was established.

Please refer to following pages.

b) Provide company's official registered name.

Urban Energy Solutions, Inc.

c) Provide your company's corporate organizational chart.

Please refer to following pages.

d) Provide corporate office location. List number of sales and service offices in each location. List the name of key contact at each with title, address, phone, fax number, e-

mail address, etc. along with resume. (Attach a separate sheet in necessary, and insert behind this page.

Urban Energy Solutions, Inc.

3312 East Broadway Road | Phoenix, AZ 85040

Key Contact: Curt Baker, President

CurtBaker@UrbanEnergyInc.com

- e) If you are a certified W/MBE vendor, what percentage of your business is with W/MBE suppliers?

Not Applicable.

- f) Provide your company's Dun & Bradstreet (D&B) number.

006231790

- g) Please define your standard terms of payment. Do you offer discounted terms?

Standard Net 30 Discounted 2% if paid within 10 days

9. **Processing Information: Provide company Contact information for the following:**

Sales Reports / Accounts Payable Contact Person:

Name: Kathleen Anderson

Title: Office Manager / Accounts Payable

Company: Urban Energy Solutions, Inc.

Address: 3312 East Broadway Road

City: Phoenix State: AZ Zip: 85040

Phone: 480-282-9501 Email: KathleenAnderson@UrbanEnergyInc.com

Purchase Orders Contact Person:

Name: Curt Baker

Title: President

Company: Urban Energy Solutions, Inc.

Address: 3312 East Broadway Road

City: Phoenix State: AZ Zip: 85040

Phone: 480-282-9501 Email: CurtBaker@UrbanEnergyInc.com

Sales and Marketing Contact Person:

Name: Curt Baker

Title: President

Company: Urban Energy Solutions, Inc.

Address: 3312 East Broadway Road

City: Phoenix State: AZ Zip: 85040

Phone: 480-282-9501 Email: CurtBaker@UrbanEnergyInc.com

VALUE-ADDED SERVICES DESCRIPTION

Operational Please refer to the following pages which address each of the items listed below.

Review and respond to the areas of value-added services below.

1. Describe how your company will interact with 1GPA. Include a process map of communications.
2. Is your system a self-developed and self-managed system or an outside paid service?
3. Describe your operational methods and procedures for Distribution Center Security, including:
 - Audit Control Logs
 - Receiving
 - Production
 - Shipping
 - Personnel
4. Indicate if your company will accept all forms of purchase orders.
5. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
6. Identify the process of receiving a purchase order.
7. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
8. Describe how your company will invoice the government entity. Include a process map.
9. Discuss the invoicing options your company offers and the payment terms for each.
10. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what EFT formats (CTX, CPT, etc.) do you currently support?
11. What does your company do to ensure bills are received within a reasonable time frame and issued to government entities for payment?
12. How many products do you stock? Where?
13. Provide evidence of your company's ability to work with government entities to continuously lower their process costs.
14. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
15. How does your company work to continuously improve the services you provide?
16. Please specify actual price listing or common multiplier that will determine any price changes of additional states above, if different.
17. Please give examples of local agencies that have purchased products from your company.
18. How flexible is this process for future changes or additions? What is the process and estimated timeline for future changes?

Quality Control

1. What is your error rate?
2. How do you take responsibility for mistakes?
3. If your product is deemed defective, what is the replacement process and turnaround?
4. State whether your company provides a quality guarantee on their product/service. If so, please describe.

Website

1. Provide website.
2. Describe any direct order entry system or capabilities your organization has, such as internet capabilities. If so, provide detailed information related to the features and benefits related to your solution.
3. Is there a dedicated staff to address any issues with the system or access?
4. How will your company provide for an online ordering webpage? How will this page be linked to the 1GPA webpage?
5. Who updates your website?
6. Please provide a list of all major upgrades that you have performed on your website during the past 12 months and explain how the upgrades benefited or impacted the average customer.

Shipping

1. What type of shipping (USPS, UPS, FedEx, etc.) do you use? Is it possible for the government entity to choose?
2. Are you able to drop ship orders directly to each of our members or their recipient's?
3. Purchasers shall not be charged for shipping and handling, or for any service charges. The vendor agrees all deliveries will be F.O.B. destination.
4. Do you have special rates with your shipping company based on volume?
5. Describe your company's shipping schedule notification procedures.
6. Describe how your company deals with shipping delays. How do you notify your customer of delays?
7. Provide your shipping schedule reporting form. How many times do you update?

Training

1. Describe how you intend on involving 1GPA staff or any personnel in your introduction.
2. Describe how you intend on introducing this program to your company.
3. Describe the scope of training opportunities your company would make available to government entities as needed.
4. Describe your training program with 1GPA staff and a proposed schedule of topics and include any proposed training literature or materials.
5. Indicated who will be providing training including their title, telephone number, fax number, and e-mail address. Include resume.
6. What is your best estimate of time needed for implementation? What are the items that most significantly impact this timeline?
7. Would any process change be required by 1GPA?
8. Provide details on your proven track record for commissioning systems.

Customer Service and Reporting

1. Describe your company's customer service department (hours of operation, number of service centers, etc.).
2. Describe how your company handles after hours customer service needs.
3. Indicated who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.
4. What is your time to turnaround orders?

Enhancement and Upgrade Policy- Provide a clear description of the upgrade and enhancement policies for all applications proposed. Clearly state the policy going forward relative to both the vendor selling price and the total cost to the application owner for upgrades and enhancements.

System Requirements- Please describe the infrastructure in order to support your proposed system including hardware, network infrastructure and personnel/skills required to support the system.

Additional Value Added Services- Please include any additional information you think 1GPA should have when making their decision to select your company. (Leasing/vehicle service)

Certificates- List any certificates you hold that would show value for your response.

CONTRACTOR REQUIREMENTS

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor warrants that it is in compliance with the various state statutes of the state it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Contractor shall comply with governing board policy of the 1GPA participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board Policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors, or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or participating entity in which work is being performed. In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business in Sudan and/or Iran.

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Debarment Notice

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

8. COMPANY BACKGROUND

a. Provide a brief history of your company, including year it was established.

Urban Energy Solutions, established in 2005, is an Arizona industry leader in the electrical services arena with new construction, retrofit, energy management / controls, and systems integration that meet our client's required high standards.

Offering comprehensive technical solutions customized for each project, our leadership team has a proven track record to ensure system efficiency; meet budget requirements; apply exacting quality control standards; identify and mitigate risk exposure; and provide long term sustainability and value to our client.

With offices in Phoenix and Tucson, Urban Energy Solutions contracts directly with project owners, end users, construction managers, general contractors and other key industry partners throughout the Southwest U.S. region.

Urban Energy Solutions is 'Solutions Driven' in all aspects of our operations...from the pre-planning, pre-construction and design phases through installation, project completion and continuing after turnover with our service and maintenance programs. Our work is 100% self-performed, we utilize open protocol products and have a long standing reputation and commitment to providing solutions in every service we offer.

OPERATIONAL

Review and respond to the areas of value-added services below.

1. Describe how your company will interact with 1GPA. Include a process map of communications.

2. Is your system a self-developed and self-managed system or an outside paid service?

Yes. Urban Energy Solutions, Inc.'s system a self-developed and self-managed system.

3. Describe your operational methods and procedures for Distribution Center Security, including:

- Audit Control Logs
- Receiving
- Production
- Shipping
- Personnel

Upon award of the contract and initiation of individual projects, UES, Inc. will review with 1GPA any operational methods that will be included, project specific, and provide a draft plan for review and approval.

4. Indicate if your company will accept all forms of purchase orders.

Yes, Urban Energy Solutions, Inc. will accept all forms of purchase orders.

5. What credit requirements are needed by the government entity in order for your company to accept a purchase order?

Urban Energy Solutions, Inc. is assuming that the government entity is issuing the Purchase Order to Urban Energy Solutions, Inc. and therefore, UES, Inc. does NOT require a credit check on the government entity.

6. Identify the process of receiving a purchase order.

All purchase orders should be sent to the attention of our Contract Administrator.

7. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?

Yes.

8. Describe how your company will invoice the government entity. Include a process map.

Pay applications with a Schedule of Values will be provided on a monthly basis, or sooner if requested or required.

9. Discuss the invoicing options your company offers and the payment terms for each.

Please refer to Item 8.

10. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what EFT formats (CTX, CPT, etc.) do you currently support?

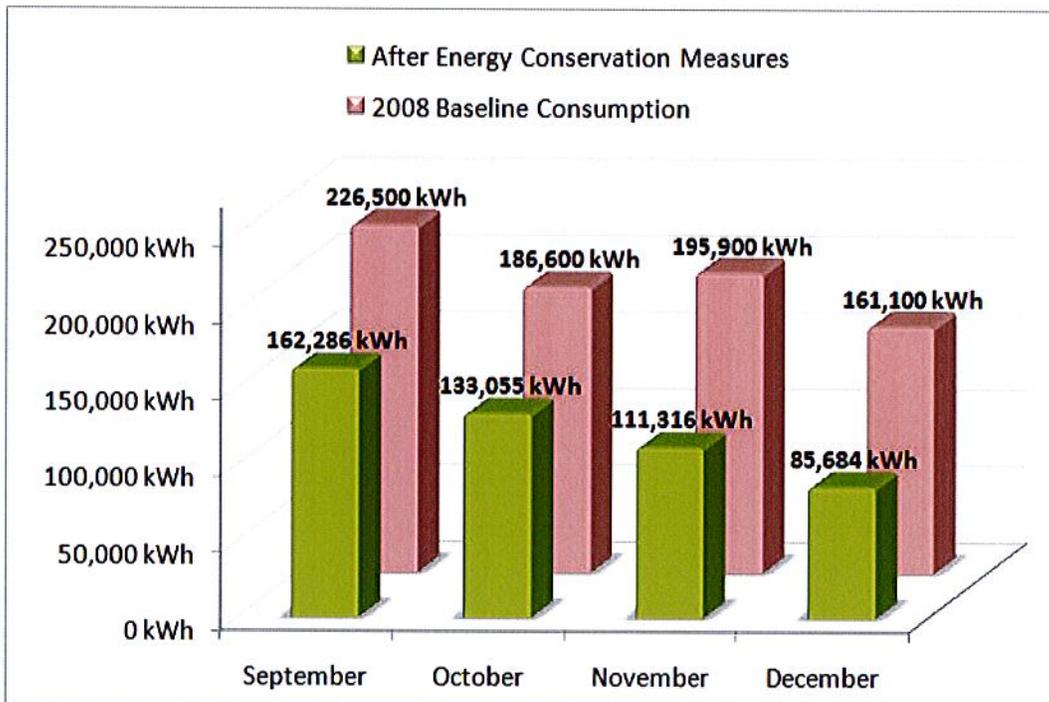
Yes. Urban Energy Solutions, Inc. accepts a NACHA-formatted file for quick import and transmission. This is ideal for vendor payments, federal tax payments and most state tax payments when EFTPS, CCD+ and CTX formats are required.

11. What does your company do to ensure bills are received within a reasonable time frame and issued to government entities for payment?
Invoices for all work complete are processed at the end of the month.

12. How many products do you stock? Where?
Urban Energy Solutions, Inc. has a warehouse located at Broadway Road and 32nd Street in Phoenix. Product inventory varies week to week.

13. Provide evidence of your company's ability to work with government entities to continuously lower their process costs.
Urban Energy Solutions, Inc. has met or exceeded the reduction in energy costs for federal and state projects, including photovoltaics, HVAC and lighting installations. Additional information can be provided upon request.

14. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Please refer to the graph below which depicts UES, Inc. documented cost reduction on a recent school project.



15. How does your company work to continuously improve the services you provide?
Urban Energy Solutions, Inc. prides itself in continuously improving services based on past project performances and experiences on state and federal projects. We provide project specific quality implementation plans for each project and use these to continuously improve our services provided to our clients.

16. Please specify actual price listing or common multiplier that will determine any price changes of additional states above, if different.
Based upon award of contract and identified states, UES, Inc. will provide a pricing multiplier based on each project scope.

17. Please give examples of local agencies that have purchased products from your company.
Urban Energy Solutions, Inc. works with elementary school districts across the state including Paradise Valley Elementary School District, Buckeye Elementary School District and the Phoenix Elementary School District to name a few. UES, Inc. also works closely with all of the major universities throughout Arizona, including Arizona State University and the University of Arizona. A few municipalities include the City of Show Low, City of Buckeye and Pinetop Fire Department. A full list of references are available upon request.

18. How flexible is this process for future changes or additions? What is the process and estimated timeline for future changes?
Urban Energy Solutions, Inc. will work with the Owners and the Owner's representatives regarding all contract changes. The process will be determined based upon award and with the agreement of all parties involved. Standard process for approving owner initiated change orders will be within a 15 business day timeline.

QUALITY CONTROL

1. What is your error rate?

Urban Energy Solutions, Inc. prides itself on an error rate less than 3%.

2. How do you take responsibility for mistakes?

UES, Inc.'s quality control procedure and manual clearly defines roles and responsibilities including rework when required.

3. If your product is deemed defective, what is the replacement process and turnaround?

Depending on the product deemed defective, a replacement plan, including manufacturing and shipping times will be provided.

4. State whether your company provides a quality guarantee on their product/service. If so, please describe.

Urban Energy Solutions, Inc. guarantees that all projects will be compliant with the contract documents. UES, Inc. provides project specific quality manuals for all contracted projects. UES, Inc. provides a warranty on all projects and staffs an in-house warranty department to cover all of our clients' service needs once the job is completed.

WEBSITE

1. Provide website.

www.UrbanEnergyInc.com

2. Describe any direct order entry system or capabilities your organization has, such as internet capabilities. If so, provide detailed information related to the features and benefits related to your solution.

Urban Energy Solutions, Inc. does not have a direct order system.

3. Is there a dedicated staff to address any issues with the system or access?

Yes. Our controls division provides clients with a web-based control system that manages their building controls. We have a help desk that is open during normal business hours and helps our clients maintain their building controls.

4. How will your company provide for an online ordering webpage? How will this page be linked to the 1GPA webpage?

Urban Energy Solutions, Inc. does not have an online ordering web page.

5. Who updates your website?

Our in-house dedicated Communications Department.

6. Please provide a list of all major upgrades that you have performed on your website during the past 12 months and explain how the upgrades benefited or impacted the average customer.

Urban Energy Solutions, Inc. is continuously updating our website with new project information, news, project awards and staff updates on a regular basis.

SHIPPING

1. What type of shipping (USPS, UPS, FedEx, etc.) do you use? Is it possible for the government entity to choose?

Urban Energy Solutions, Inc. utilizes all standard types of shipping including the USPS, UPS and FedEx. UES, Inc. will exercise whichever type of shipping the government entity prefers.

2. Are you able to drop ship orders directly to each of our members or their recipient's?

Yes.

3. Purchasers shall not be charged for shipping and handling, or for any service charges. The vendor agrees all deliveries will be F.O.B. destination.

Urban Energy Solutions, Inc. will comply.

4. Do you have special rates with your shipping company based on volume?

No.

5. Describe your company's shipping schedule notification procedures.

Urban Energy Solutions, Inc. sends and receives shipments daily through standard USPS, UPS and FedEx.

6. Describe how your company deals with shipping delays. How do you notify your customer of delays?

Customers are notified telephonically and Urban Energy Solutions, Inc. is diligent about tracking critical shipments.

7. Provide your shipping schedule reporting form. How many times do you update?

Urban Energy Solutions, Inc. does not have a shipping schedule reporting form.

TRAINING

1. Describe how you intend on involving 1GPA staff or any personnel in your introduction.

Urban Energy Solutions, Inc. holds an initial project kick-off meeting with the Owner and Owner's Representatives. All processes will be established and clearly defined at this meeting. When training commences near completion of the project, the Owner and Owner's Representatives will reconvene with the designated trainers for specific system usage. Training sessions may also be provided by factory representatives and may be recorded.

2. Describe how you intend on introducing this program to your company.

As part of UES, Inc.'s quality management, all team members are introduced and trained on each project's specific quality implementation plans.

3. Describe the scope of training opportunities your company would make available to government entities as needed.

The scope of training opportunities will be clearly defined in the contract documents and Urban Energy Solutions, Inc. will adhere to these documents, providing all training required for each project. All training will be very specific and unique based on project needs.

4. Describe your training program with 1GPA staff and a proposed schedule of topics and include any proposed training literature or materials.

The training program with 1GPA's staff will be based on contract documents and will include video conferencing, electronic and printed documents and any other required forms of literature.

5. Indicate who will be providing training including their title, telephone number, fax number, and e-mail address. Include resume.

Training will be project specific based on each scope of work necessary to complete the project. Resumes for specific individuals will be made available once the specific scopes of work are identified.

6. What is your best estimate of time needed for implementation? What are the items that most significantly impact this timeline?

A timeline and plan will be presented to 1GPA during award of contract. All items will be discussed and improved upon and will involve the input of 1GPA.

7. Would any process change be required by 1GPA?

Training processes will be reviewed with 1GPA and any required changes to the process will be reviewed and agreed upon by the entire project team.

8. Provide details on your proven track record for commissioning systems.

Urban Energy Solutions, Inc. has taken the lead on commissioning for various projects and also assisted with 3rd party commissioning providers. When commissioning has been required, UES, Inc. has successfully commissioned each project.

CUSTOMER SERVICE AND REPORTING

1. Describe your company's customer service department (hours of operation, number of service centers, etc.).

Urban Energy Solutions, Inc.'s service department is open 24 hours / 7 days a week.

2. Describe how your company handles after hours customer service needs.

Urban Energy Solutions, Inc.'s employees are dedicated to provide the highest level of professionalism to our customers and we will work around the clock to ensure that the owner's needs are met. We will work diligently to perform all tasks within normal working hours; however, if an instance occurs in which services are to be rendered after hours, our staff will schedule accordingly with the owners to ensure that no disruptions to daily business are incurred.

3. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.

Technical Assistance: Daryl Groth, Chris Flores and Jason Brown, Field Managers

Their resumes are found in this proposal at the end of this section. They can be reached at our main office line.

4. What is your time to turnaround orders?

Urban Energy Solutions, Inc. prides itself on being efficient and prompt in customer service. Depending on the nature of the service request, UES, Inc. has streamlined this process to provide immediate response for all of its customers - usually within 24 hours.

ENHANCEMENT AND UPGRADE POLICY

Provide a clear description of the upgrade and enhancement policies for all applications proposed. Clearly state the policy going forward relative to both the vendor selling price and the total cost to the application owner for upgrades and enhancements.

Urban Energy Solutions, Inc. will establish an owner initiated change order process that will be reviewed and approved by 1GPA for each project. The change order will clearly define the selling price and the total cost to the application for all upgrades and enhancements.

SYSTEM REQUIREMENTS

Please describe the infrastructure in order to support your proposed system including hardware, network infrastructure and personnel/skills required to support the system.

Along with hardware, network infrastructure and software required for Urban Energy Solutions, Inc. to provide services on this contract, UES, Inc. will utilize their IT department for support on this contract.

ADDITIONAL VALUE ADDED SERVICES

Please include any additional information you think 1GPA should have when making their decision to select your company.

Please refer to the following cut sheets for additional value added information.

CERTIFICATES

List any certificates you hold that would show value for your response.

Urban Energy Solutions, Inc. employs a well educated staff and hires subcontractors that are specially trained in their respective scopes of work. Many of our employees hold certificates for LEED Accreditation from the United States Green Building Council. We also work with Certified Energy Managers, several which will be assigned to the 1GPA contract. UES, Inc. also recognizes the importance of having professional engineers on staff, specific to the trades contracted. In addition to these, UES, Inc. also proudly offers trained superintendents and project managers in the NAVFAC Contractor Quality Management program.



Chris Flores

Field Manager Of
Energy Management Systems &
Controls Service

Registrations & Affiliations:

- Certified Energy Manager
- KMC Backstage Certification
- OSHA 10

Education:

- 2002 High School Graduate
- OSHA 10 Hour Certification

Experience:

Chris Flores began as a helper in 2006 retrofitting lighting. He quickly moved into a leadership role as a lead man and began running crews of five or more. He quickly learned electrical theory and began to be an important asset to the crews he managed. He was valued by two companies that were owned by the same family, JBJ Electric and Urban Electric and worked where needed. In February of 2009 Urban Electric was purchased and renamed Urban Energy Solutions Inc. He began to start running small jobs with a 2-3 man crew. He quickly showed his management skills and moved up the ranks to eventually become the lead energy management foreman. In Feb of 2012 he was promoted to a field management position.

Major Project Summary:

- City of Mesa Backup Generator Installation
- Lighting Retrofit Projects for Mesa Public Schools
 - Mesa High School
 - Franklin Elementary
 - Pomeroy Elementary
 - Washington Elementary
- Boeing Lighting Retrofit
- Marana Fire Department
- Northland Preparatory EMS Upgrade
- Lee Williams High school EMS Upgrade
- Yavapai Regional Medical Center EMS Upgrades
 - YRMC 3rd floor
- Breast Care Center YRMC
- Wound Care Central Plant YRMC
- Wound Care Addition
- Phoenix School EMS upgrades
 - Heard Elementary
 - Bethune Elementary
 - Edison Elementary
 - Emerson Elementary
 - Bethune Elementary
- Paradise Valley School District EMS upgrades
 - Sonoran Sky Elementary
 - Cactus view Elementary
 - Explorer Middle School
 - Shadow Mountain High school
 - Greenway Middle School
 - Aire Libre Elementary
 - Shea Middle School



Daryl Groth, Field Manager

Industrial, Commercial, Solar

Registrations & Affiliations:

- OSHA 10 Hour Certification
- NFPA Arc-Flash
- CPR 1st Aid
- Maricopa Dust Control
- Various Lift Equipment

Education:

- High School Graduate
- I.B.E.W. Journeymans Certificate

Experience:

Daryl Groth has been in the construction industry for 32 years, started out as a carpenter for a short time prior to moving into the electrical field. Daryl started out in residential, wiring apartments, condo's track and custom homes for 4 years before moving into commercial and industrial wiring. He has worked his way from apprentice to general foreman. For the past 11 years has been a field manager. Daryl has a vast experience in field management as well as fulfilling all manpower needs by maintaining a strong workforce, while focusing on getting projects done on time and within or below budget.

Major Project Summary:

- U of A dorms project (over 10 mil. Electrical)
- Barry Goldwater Phase I and II
- Cityscape 29 story commercial bld.
- Paradise Valley Community College Q Building
- South Mountain Community College Central Plant
- City of Phoenix Criminal Justice Facility (11 story courthouse)
- CVS Caremark Data Center
- A.D.E.Q. 6 story office bld. downtown Phoenix
- **Several ground up schools**
- **Several solar projects**



Adam Kline
Project Manager

Industrial, Commercial, Solar

Education:

- Bachelor of Science in Construction Management from Purdue University
Minor in Organization Leadership



Jason Brown
**Field Superintendent,
Service**

Industrial, Commercial,
Solar

Education:

- Completed the Electrical & PLC Services program at NIT.

Experience:

Five (5) years as electrical project manager, primarily on commercial and military projects throughout Arizona. Supervised project completion in coordination with field superintendents for manpower, production and scheduling requirements to meet client's budget, timelines and milestones.

Specifically recruited from prior employer for related experience and training credentials including Bachelor of Science degree in Construction Manager from Purdue University, with a minor in Organizational Leadership.

Major Project Summary:

- Scottsdale Wastewater Treatment Plant
Scottsdale, AZ
Tennant improvement to Administration, CAP, and Maintenance Buildings.
- Yuma Air Station
Aircraft Maintenance Hanger
New construction for military F-35 Aircraft.
- Yuma Air Station
Flight Simulator
New Construction for military F-35 simulator

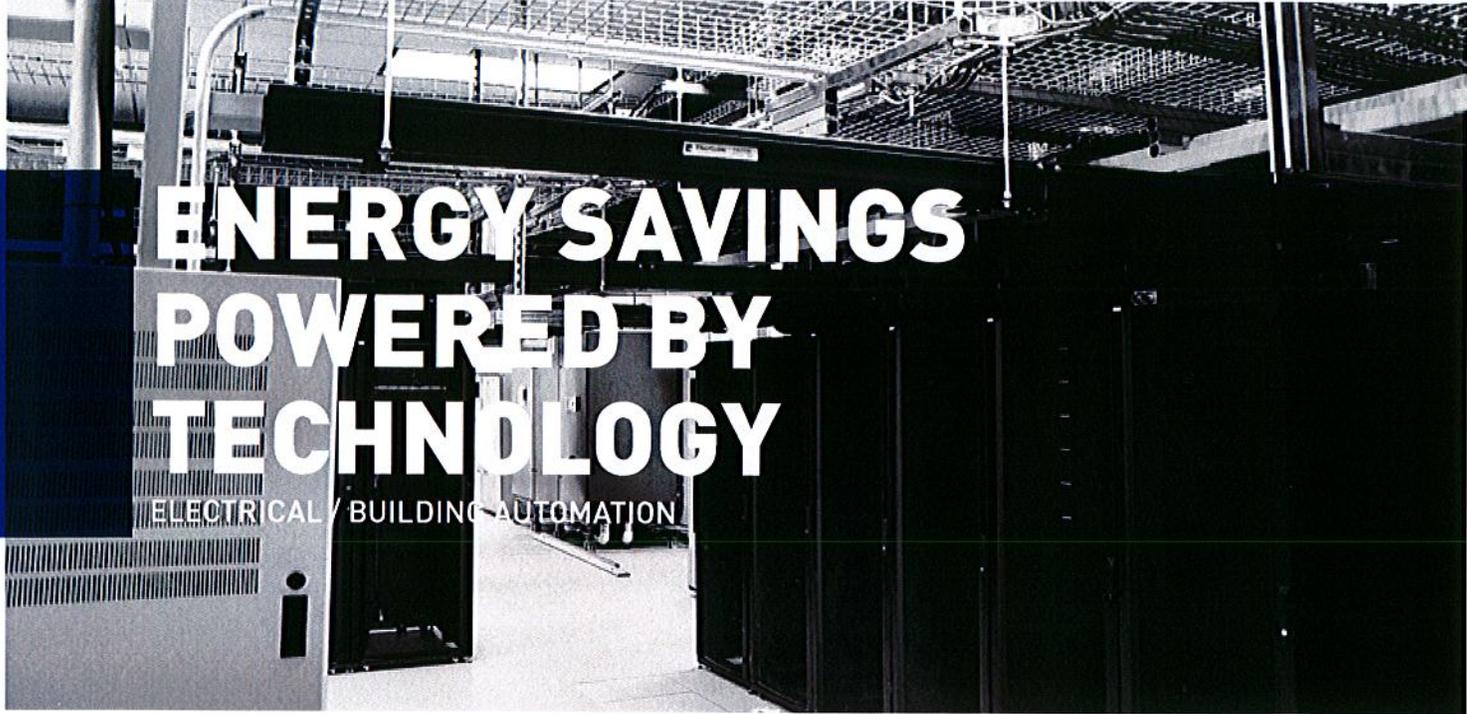
Experience:

Eleven (11) years in electrical trade (5 in CA, 6 in AZ); primarily service sector jobs, some new construction; supervised / directed the work of up to (5) service leads and their respective crews, generally up to (15) people.

Specifically recruited based on service experience with prior employer (Berg Electric) who he was with for (6) consecutive years before joining the Urban team.

Major Project Summary:

- Scottsdale Wastewater Treatment Plant
Scottsdale, AZ
Tennant improvement to Administration, CAP, and Maintenance Buildings.
- Phoenix International Raceway
Avondale, AZ
Track upgrades, interior and exterior lighting/power
- Three Prison Buildings
Eloy, AZ
Gray water system services and upgrades at La Palma, Saguaro, and Red Rock Facilities



ENERGY SAVINGS POWERED BY TECHNOLOGY

ELECTRICAL / BUILDING AUTOMATION

Integrating technology to deliver comprehensive energy saving solutions to you and your business.

ENERGY SERVICES



SOLAR



ENERGY
AUDITS



SERVICE



SPECIAL
PROJECTS &
CONSTRUCTION



HVAC
CONTROLS



LIGHTING
& CONTROLS



ENERGY
MANAGEMENT
SYSTEMS



ENERGY
DASHBOARDS



- Job Order Contracting
- 24/7 On Demand Service
- Performance Contracts
- Extended Warranties
- Power Purchase Agreements
- Project Financing
- Service Contracts
- Cloud Based EMS
- Routine Maintenance Contracts
- Infrastructure Planning

24/7 SERVICE: 602-429-3081

WWW.URBANENERGYINC.COM

MAIN: 480-282-9501



SOLAR

ELECTRICAL / BUILDING AUTOMATION



Integrate a solar energy solution into your facility to reduce energy costs.

Solar is not a replacement for your utility provider, it integrates into your comprehensive energy plan. We design your systems based on your facility and your long term goals.

We work with your facility to first reduce demand and then use solar to offset some of that demand. Having UES as your energy partner provides long term value to your facility.

"They completed a major solar project for Casa Grande Union High School District. Throughout the project, provided great customer service and were very flexible in meeting the unique needs of the school district!"

Denny Dearden
Associate Executive Director - AASA
(Former Superintendent CGUHSD)

"Our solar project included six elementary buildings and the district office. The project took place while school was in session, creating special needs, all of which were immediately and professionally addressed."

Al Steen
Retired Superintendent
Buckeye Elementary School District

"The coordination and efforts to meet the facility needs of our district schools so that school and evening activities would be minimally effected was outstanding."

Eric Godfrey
Superintendent - Buckeye UHSD



- Operation and maintenance
- Monitoring
- Power Purchase Agreements
- Performance Contracts

50 MW

Installed by UES

40+

Retail Locations with
3 National Retailers

100+

Schools in
12 Districts Served

2

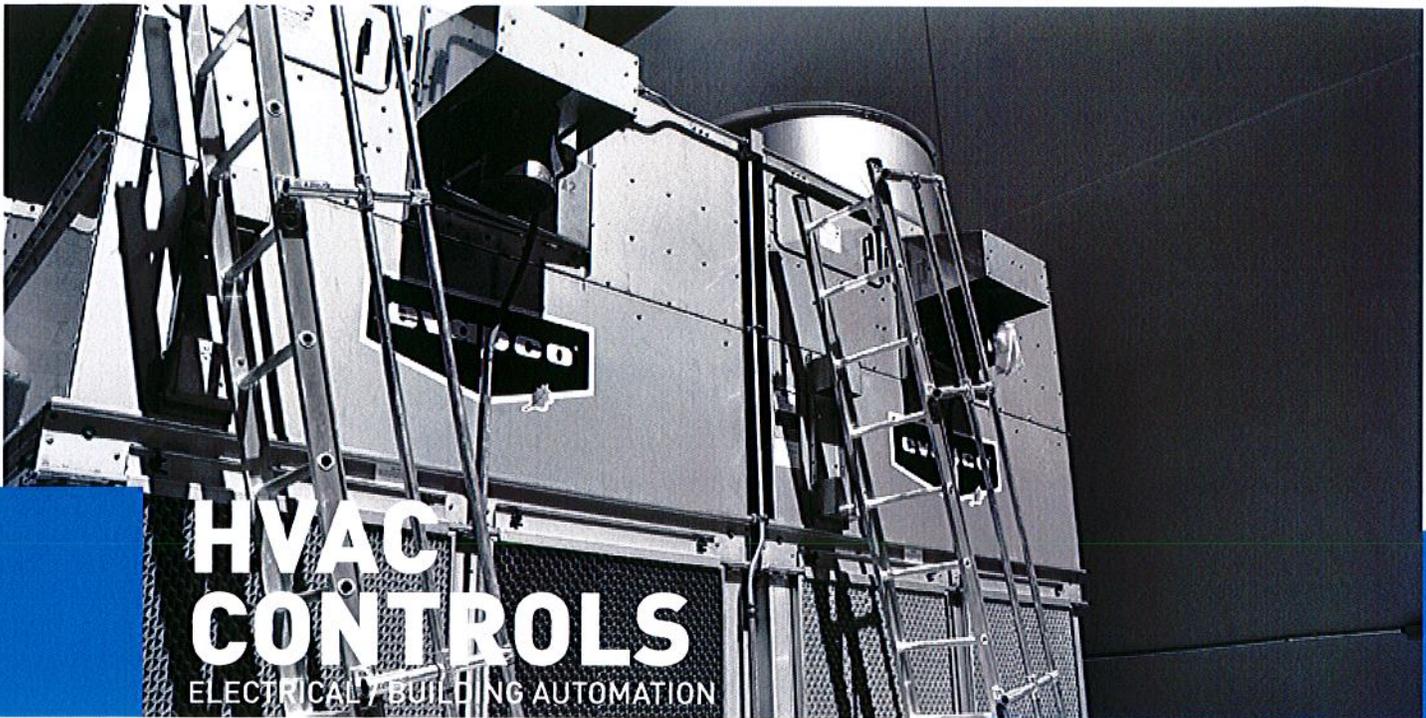
City Municipalities Served

\$590M

Invested in Arizona Solar
in 2012

719 MW

Arizona solar capacity,
ranked 2nd nationally



Protect your investment with integrated HVAC system controls.

At UES we believe our value is in our understanding of controls and what they are engineered to do. We purposefully chose open systems and we rely on our expertise in

engineering and installation to ensure our customers value us as a partner. We allow the customer to decide to bring us back based on performance, not based on product.



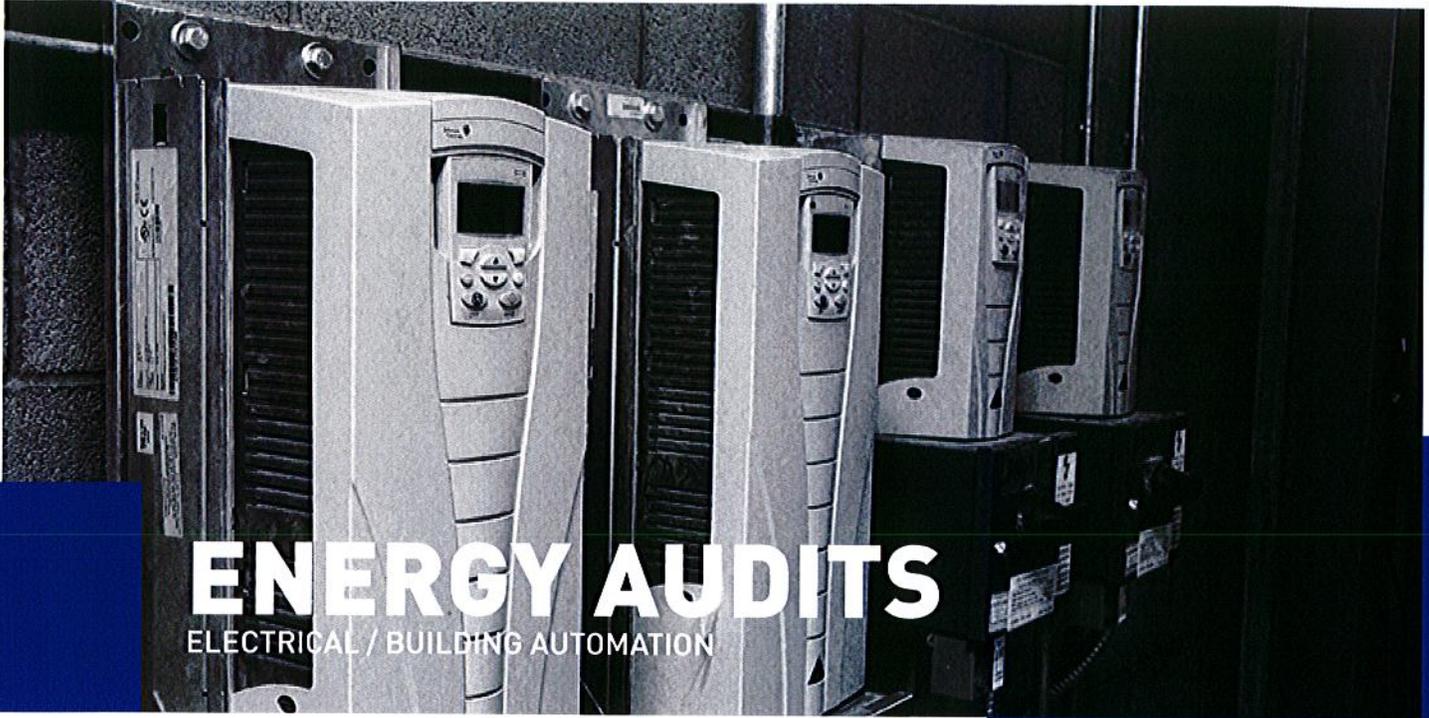
- Factory trained technicians
- Open Interoperable Web Based HVAC Controls
- Hosted Automation Services-UCAN
- In house engineering, programming, installation and commissioning
- Certified Energy Manager and Engineer on Staff
- Utility rebate application assistance

TRiD!UM
revolutionary//software.solutions™

@niagara
FRAMEWORK®

KVMC
CONTROLS
Authorized Representative

Honeywell



ENERGY AUDITS

ELECTRICAL / BUILDING AUTOMATION

AUDIT

We use the most advanced techniques and technology to audit building energy consumption and usage. Audits can be as detailed as necessary depending upon the ultimate goal of our client.

ANALYZE

We carefully analyze the data gathered from the audit to construct a comprehensive plan to reduce or completely eliminate the reliance on the energy grid.

PLAN

We provide a comprehensive energy conservation plan, including an analysis of each energy conservation measure best suited for our clients' needs.

FINANCE

When necessary, we help our clients to obtain financing to implement their energy conservation plan.

IMPLEMENTATION

We assemble and manage a team of qualified specialists (in each geographic region) to implement the energy conservation.

MEASURE & VERIFICATION

We follow up to measure the performance to ensure that our clients' expected results are achieved.

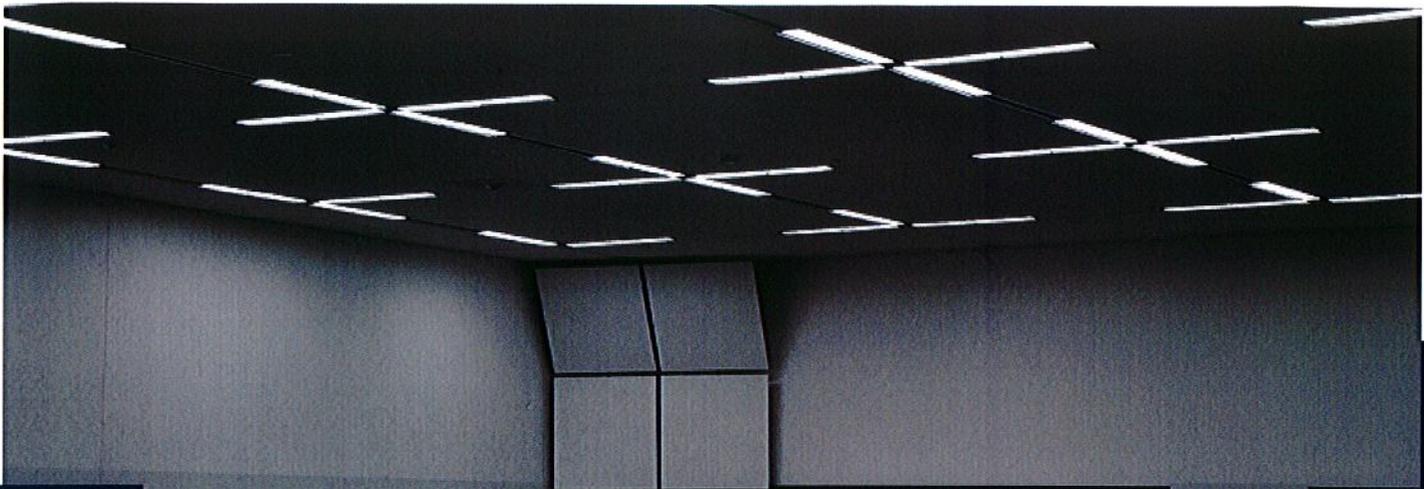
AUDIT
ANALYZE
PLAN

FINANCE

IMPLEMENT

MEASURE
& VERIFY





LIGHTING & CONTROLS

ELECTRICAL / BUILDING AUTOMATION

Invest in quality lighting solutions to improve your space and save money.

Lighting system technology has never been better. But with all the choices, the right solutions can be hard to find. UES knows how to optimize your lighting technology to improve sales, increase productivity and create a

safer workplace, all while saving you money. From Fluorescents and LEDs to daylight harvesting and controls, when you partner with UES, we have the tools and expertise to improve your facility and save you money.

PHILIPS



- Lighting Controls
- Daylight Harvesting
- Environmental Quality Consulting
- LED solutions
- Lightings Retrofits

20%

of commercial and residential energy is used for lighting

35-40%

potential energy savings using UES designed lighting controls

40-60%

potential energy savings from daylight harvesting



SERVICE

ELECTRICAL / BUILDING AUTOMATION

Going the extra mile to solve complex problems is what we do everyday.

UES can perform preventative maintenance on your system day or night. Our goal is to reduce facility downtime, reduce your operational costs and help your equipment last longer. We have a quick response

team comprised of certified field technicians, a 24/7 help desk and fully stocked service vehicles to make sure we can get the job done efficiently, saving you time and money.



- Superior Customer Satisfaction
- Value-Based Solutions
- Response Times that Exceed Expectations
- Effortless Communication
- Fully Stocked Vans
- Exceptional Technical Capabilities
- Client-Focused Service Model for Maximum Responsiveness
- Critical Inventory Planning



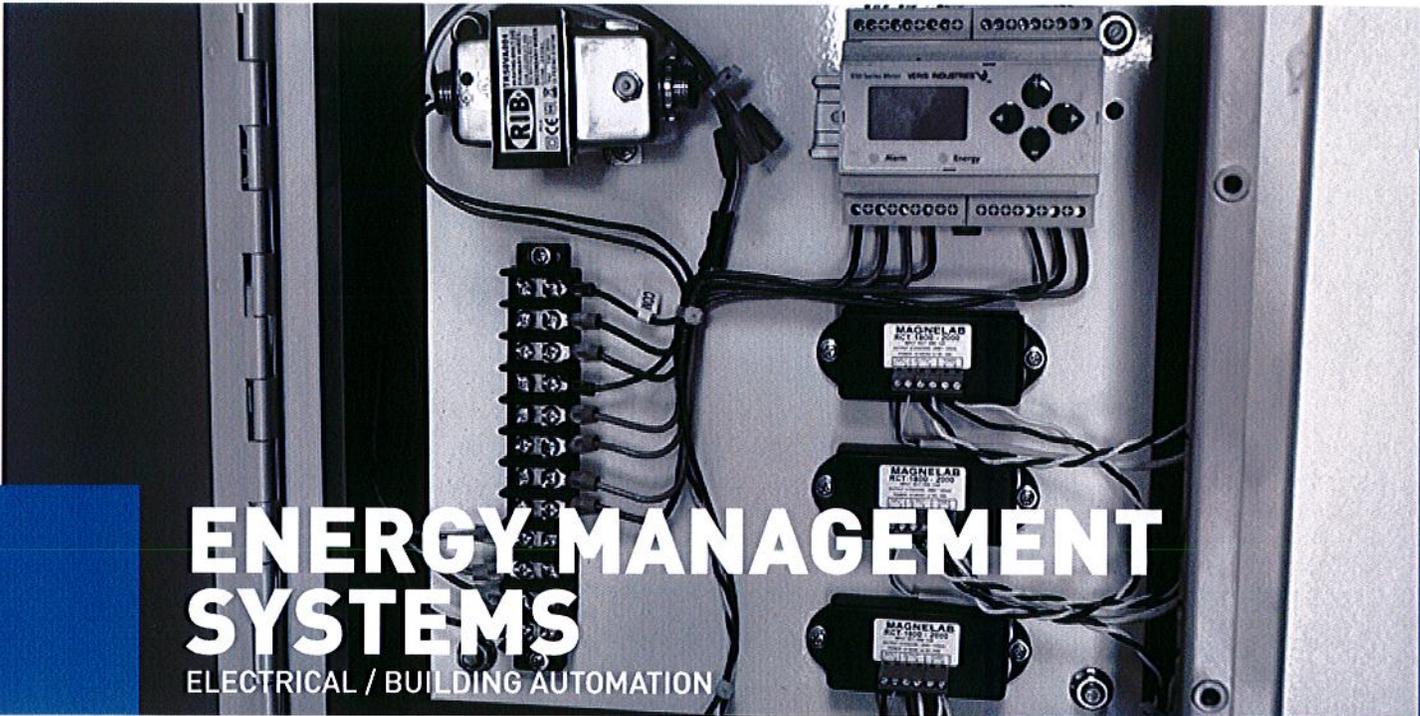
24/7 HELP DESK & SERVICE DISPATCH



FACTORY TRAINED & CERTIFIED TECHS



EXTENSIVE INVENTORY



ENERGY MANAGEMENT SYSTEMS

ELECTRICAL / BUILDING AUTOMATION

Maximize building performance through systems integration.

Our goal at UES is to consolidate and integrate your systems to work together seamlessly. By giving your business one point of access for all systems, we create an all encompassing experience that creates cost savings and visibility within your organization.

Our systems provide a rich, web-based user experience that is simple and intuitive while providing critical data in real time. Request a demonstration today to see why so many building owners have chosen UES for their energy management system needs.

CASE STUDY: GREENWAY MIDDLE SCHOOL - PHOENIX, AZ

District officials have been extremely impressed with the performance and results the digital system provides. "After comparing Greenway's monthly energy use in December of 2009 to the same period in 2008, energy consumption was down nearly 50 percent," noted Joe LaRovere, Energy Management

Division Manager at Urban Energy Solutions, Inc. "This reduction in energy consumption is vital to the district schools. Faced with a one-two punch of decreased funding and rising utility costs, they simply cannot survive long term without an energy management program in place," he added.



- Open Interoperable Web Based Energy Management Systems
- Hosted Automation Services-UCAN
- Building control systems integration
- In house engineering, programming, installation and commissioning



**INCREASE
PRODUCTIVITY**



**INCREASE
ASSET VALUE**



**REDUCE
ENVIRONMENTAL
IMPACT**



UES responds quickly to our clients' needs.

SPECIAL PROJECTS

UES utilizes this alternative delivery method to allow owners to use trusted contractors to complete fast-paced projects ranging from new builds and renovations to emergency repairs and maintenance. Whether it is a \$5,000 job order or \$1,000,000, UES has the resources to get it done right.

CONSTRUCTION

UES values its customer relationships above all else. When you partner with us, from day one we can assist with a design and planning strategy that makes the best use of every dollar, and execute that plan with efficiency and attention to detail. In the end, this builds trust with our clients, and saves them time and money.



- Job Order Contracting
- Public Procurement Vehicles
- Schematic Estimating
- Design Build Expertise
- Facility Planning

\$5.9M

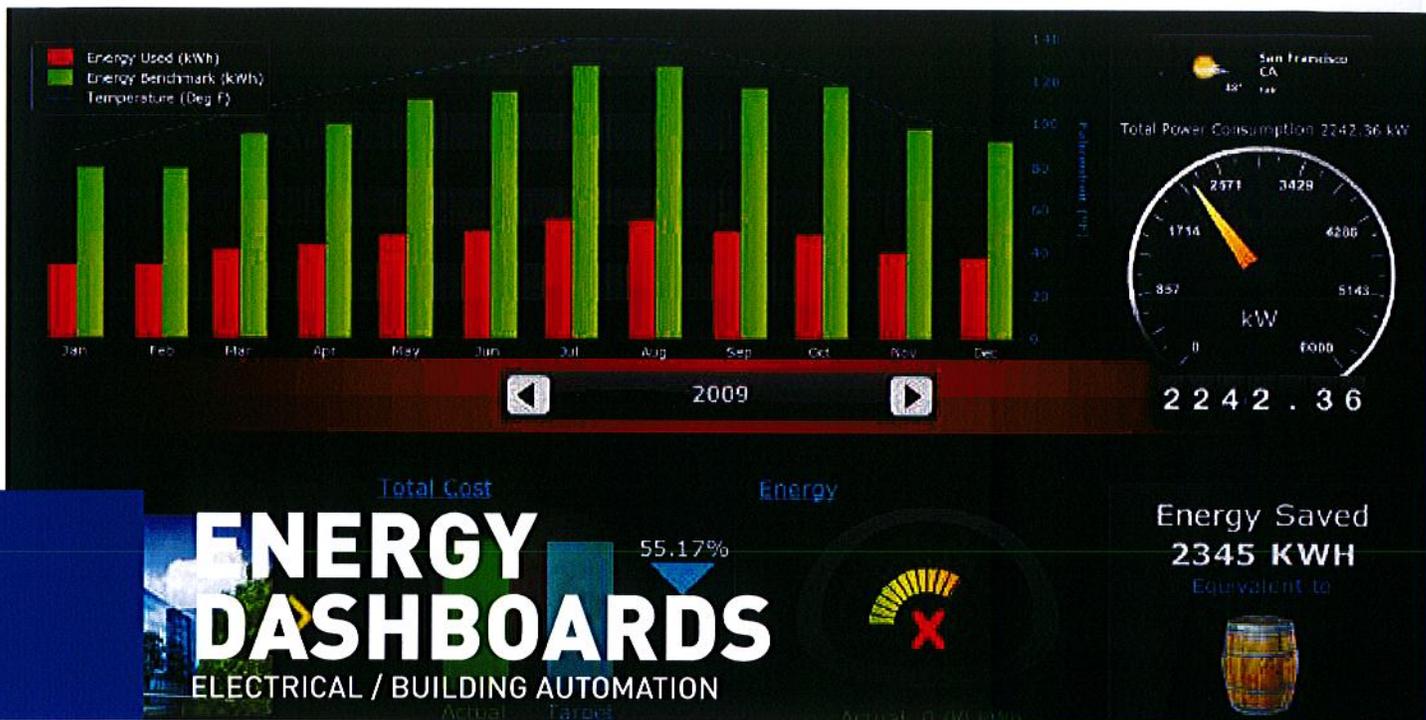
UES's largest construction project

\$150K

Average Construction Project Size

100+

Skilled Trades in Phoenix Area



Track and analyze data in real time to optimize energy consumption.

Energy dashboards ensure that energy management flows from planning and business functions through to operations and provides the associated feedback. It captures raw energy data from the process and organizes it in a way that enables the user to quickly identify the big energy consumers and how they are doing against a set of appropriate targets.

This system helps energy managers achieve sustainability goals and provides visibility to stakeholders throughout the company. And with customizable interfaces, it can be as simple or robust as you need it, and with the versatility to view on several different platforms and devices.



- Open Interoperable Web Based Energy Management Systems
- Hosted Automation Services-UCAN
- Building control systems integration
- In house engineering, programming, installation and commissioning
- Web Based
- Kiosks and Lobby Displays
- Customization Available
- Real Time Monitoring
- Portable Device Support



CUSTOM DISPLAYS



SUSTAINABILITY



MULTIPLE PLATFORMS

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

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

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name Urban Energy Solutions, Inc.
(Please Type or Print)

Address 3312 East Broadway Road
Phoenix, AZ 85040

Phone 480-282-9501 Fax 602-357-7403

Email CurtBaker@UrbanEnergyInc.com Website www.UrbanEnergyInc.com

Name of Person Submitting Bid Curt Baker, President

Signature  Date December 17, 2013

Position with Company President

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

State of Arizona)

) ss.

County of Maricopa)

Curt Baker, affiant,
(Print Name of Person Authorized to Sign Offer)

the President
(Position Title)

of Urban Energy Solutions, Inc.
(Company Name)

The persons, corporation, or company who makes that accompanying Proposal, having first been duly sworn, deposes and says:

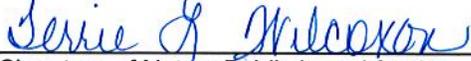
That such proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm, or corporation to refrain from offering, and that the Offeror has not in any manner by collusion to secure for itself an advantage over any other Offeror.


(Signature of Person Authorized to Sign Offer)

President
(Title)

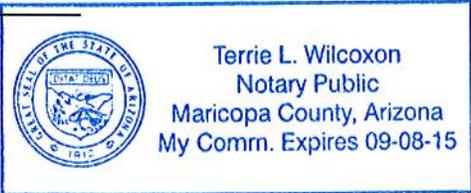
Subscribed and sworn to before me

This 17th day of December 2013


Signature of Notary Public in and for the

State of Arizona

County of Maricopa



ACCEPTANCE OF SPECIAL TERMS AND CONDITIONS

Please indicate your acceptance, deviations or exceptions to the aforementioned Scope of Work or Services and the Specifications herein. Please explain the issues or concerns with all exceptions or deviations. Be sure to indicate the title of the provision or line item and the page number. *(Note: Exceptions or deviations could be deemed unacceptable and disqualify your proposal for unresponsiveness. 1GPA reserves the sole right to determine if exceptions or deviations are acceptable or not.)*

Check one of the following:

- We take no exceptions or deviations to the Scope of Work or Services, or Specifications.
- We take exception to the following Scope of Work / Services or Specifications, and have identified the provisions of Scope of Work / Services or the Specifications below.
- We deviate from the following Scope of Work / Services, or Specifications, and have identified the provisions of Scope of Work / Services, or the Specifications below, and provided a proposed alternative language or substitution of Work, Services or Specifications.

Exceptions:

None.

Deviations:

None.

OFFER AND CONTRACT ACCEPTANCE

This page must be completed and signed by Offeror

If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: None

Prices are guaranteed for One (1) Year

Company Name: Urban Energy Solutions, Inc.

Authorized Signature: [Signature]

Title: President

Date: December 17, 2013

Company Address: 3312 East Broadway Road

City/State/Zip Code: Phoenix, AZ 85040

Phone: 480-282-9501

Fax: 602-357-7403

Email: CurtBaker@UrbanEnergyInc.com

Website: www.UrbanEnergyInc.com

Printed Name of Sales Rep: Curt Baker

Acceptance by 1GPA:

Contract Term:

From: 2/13/14 To: 2/13/15

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by 1GPA and the awarded Vendor. Vendors shall honor all participation fees for any sales made based on a 1GPA contract whether the Vendor is awarded a renewal or not.

1GPA

Signature: Carolyn Jobbins Date: 2-15-14

Title: Sr. Exec. V.P.

Printed Name: Carolyn Jobbins

Approved By: Mary C. O'Brien

Signature: Jill Broussard Date: 2/19/14

Printed Name: _____

Contract # 14-145

PROPOSAL INSTRUCTIONS AND CHECKLIST

Please read this solicitation in its entirety, and be certain you thoroughly understand the requests for information being made in which you are to respond. Should you not fully comprehend the requests being made, do not hesitate to contact the 1GPA Contract Administrator identified on the cover sheet.

Provided below are the instructions and a checklist that will guide you during the proposal process. Follow the instructions closely. Failure to comply with every requirement could render your proposal non-responsive and susceptible for rejection.

Please use and the checklist provided and initial each item as they are completed. Your proposal shall include these instructions and checklist with all items initialed.

- X Completed ***Acknowledgement of Receipt*** form
- N/A Provide copies off all Addenda issued by 1GPA to potential Offerors
- X Cover Letter per the instructions in the General Terms and Conditions
- X A complete copy of this solicitation

Completed information contained in the Vendor Agreement section

- X Entered company or Offeror name at the top Vendor Agreement
- X Responded to ***Scope of Work / Services***
- X Responded to the ***Pricing*** form
- X Completed Vendor Profile Questionnaire
- X Completed and signed ***Antitrust Certification Statement***
- X Completed, **signed** and **notarized** ***Non-collusion Affidavit***
- X Completed the ***Acceptance of Special Terms and Conditions*** form
- X Completed and **signed** the ***Offer and Contract Acceptance*** form
- X Completed the ***General Terms and Conditions*** form
- X Completed the Proposal Identification form
- X Completed and included this ***Proposal Instructions and Checklist*** form

GENERAL TERMS AND CONDITIONS

Administrative Fees

1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

Assignments of Contracts

No assignment of contract may be made without the prior written approval of 1GPA, provided, however, that Contractor may assign this agreement to an entity under the control of Contractor's parent company. Except as provided herein, payment can only be made to the awarded Vendor.

Vendor is required to notify 1GPA when any material change in operations that may adversely affect 1GPA members, whether perceived or actual, i.e. bankruptcy, change of ownership, merger, etc.

Binding Offers

All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the 1GPA to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 90-day Period of Acceptance and as such time period may be extended by 1GPA. 1GPA reserves the right to request revisions to proposals, prior to award, for the purpose of obtaining best and final offers.

Bribery and/or Kickbacks

By law 1GPA is required to inform Offerors of the following: (1) it is a third-degree felony to commit the offense of bribery of a public officer or public employee; (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee; (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks; (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks.

Clarification and/or Discussions

Clarification is to communicate with offeror/offerors, in the form of written addendum for the purpose of eliminating minor errors, clerical errors, and/or irregularities. It is accomplished by explanation or substantiation, either in response to an inquiry from 1GPA or an inquiry initiated by an offeror. Clarification does not give an offeror the opportunity to revise, change or modify their proposal in any way except to the extent of correction of the error results in a revision. Discussion takes place after the initial receipt of proposals. 1GPA reserves the right to conduct discussions with offerors whose proposals are determined to be reasonably susceptible to receiving a contract award. Discussions occur when oral or written communications between 1GPA and the offeror/offerors are conducted for the purpose of clarifications involving information needed for determining the acceptability of a proposal or to provide an opportunity for an offeror to revise and/or modify their proposal. 1GPA will not assist the offeror in the revision or modification of their proposal, nor will 1GPA assist the offeror in bringing their proposal to the same level of other proposals received by 1GPA. Further, 1GPA will make no indication of pricing or other proposal information received by other offerors.

Confidentiality

It is understood by the Seller or Offeror and 1GPA that 1GPA is subject to the provisions of the Public Records Act in any/all states. In the event Seller or Offeror has responded to a Request For Bid (RFB) or a Request for Proposal (RFP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION", 1GPA agrees to notify Seller of any third party request for any rate, terms, compensation amounts, or other information documented in

the Purchase Order, Agreement, or Contract. To the extent Seller or Offeror provides 1GPA with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Seller or Offeror agrees that the action would be brought in a court of competent jurisdiction under state law. Seller or Offeror, being aware of said facts, agrees to provide legal counsel on behalf of 1GPA in any such litigation, including attorney fees and court costs.

If Seller or Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in 1GPA agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret.

Conflict of Interest

Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.

Contracts

All contracts and agreements between a Vendor and a 1GPA participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.

Contract Term

The term of the Agreement shall be in effect for one (1) year, subject to earlier termination or extension pursuant to the Agreement provisions; The Agreement shall renew automatically, for four (4) additional one (1) year terms unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least ninety (90) days prior to the expiration of the term in force.

Contract Type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

The form of contract for this solicitation shall be the Request For Proposal (RFP), the awarded proposals and the best and final offers, as well as the properly issued and reviewed purchase orders from the 1GPA member.

Competitive Range

It may be necessary for 1GPA to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

Delivery and Performance Schedule

Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

Contractor shall perform services in accordance with the participating 1GPA member's schedule.

Deviations and Exceptions to Requirements

Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's proposal being disqualified. It is the intent of 1GPA to award an offeror's complete line of products, when possible and advantageous.

Disclosures

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

Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in 1GPA.

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

Bidder must comply with the following conflict of interest procedures – local government code – Disclosure of certain relationships with local government officers, providing public access to certain information.

Estimated Quantities

1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to \$10 Million annually.

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. If a firm submitting an offer requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Freight (if applicable)

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

Funding Out Clause

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

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

Indemnity

The Vendor shall protect, indemnify, and hold harmless 1GPA and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of resulting solely from the negligent actions or misconduct of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract. Any litigation involving 1GPA, its administrators and employees and agents will be in the state of Arizona. Any litigation involving 1GPA participants shall be in the jurisdiction of the participating agency.

Inquiries

- Duty to Examine. It is the responsibility of each Offeror to examine the entire solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- Solicitation Contact Person. Any inquiry related to a Solicitation, including any request for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope contacting that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

Inspection & Acceptance

Contractor shall deliver said materials purchased on this contract to the 1GPA member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery.

Marketing Plan

Vendor shall provide 1GPA a marketing plan for promoting the 1GPA contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the 1GPA contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the contract by purchasing directly from Vendor will result in probation or termination of contract.

Non Collusion

By signing the Offer and Acceptance form or other official contract form, the offeror certifies that: It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and it does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

Multiple Awards

1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. The actual use of any contract will be at the sole discretion of 1GPA members. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA.

New Technology and Products

New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 1GPA may reject any additions, without cause.

Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services when necessary.

Ordering Procedures

Purchase orders are issued by participating agencies to the Vendor per 1GPA contract. Participating agencies must send a copy of each Purchase Order to 1GPA, unless otherwise stipulated by 1GPA.

Period of Acceptance

All proposals must remain valid for a minimum period of ninety (90) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by 1GPA.

1GPA reserves the right to request additional information from the Offeror at any time during the selection process. 1GPA also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to 1GPA, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by 1GPA after ninety (90) days, Offerors may, at their discretion, withdraw their proposals or provide 1GPA with written extensions of time.

Pricing

The vendor agrees to provide best available pricing to 1GPA and it participating agencies that are the lowest pricing available to similar customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees that no single entity or single State Contract shall receive pricing that is lower than 1GPA pricing. The Vendor agrees to promptly lower the cost of any product purchased through 1GPA following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30)

days after written notification to 1GPA of an increase. All pricing submitted to 1GPA shall include the participation fee to be remitted to 1GPA by the Vendor. It is the Vendor's responsibility to keep all pricing up to date and on file at 1GPA. All price changes shall be presented to 1GPA using the same format as was accepted in the original proposal.

Protests

Protests shall be filed with 1GPA and shall be resolved in accordance with state and/or local statutes. A protest of a proposed award or awards must be filed within ten (10) days after the protester should have known the basis of the protest. A protest filed on the 10th day must be filed no later than 5:00pm Mountain Time. A protest must include:

- The name, address and telephone number of the protester
- The original signature of the protester
- Identification of the solicitation by solicitation number and name
- A detailed summary of the legal and factual basis of the protest
- **Protestor must clearly explain the form of relief he/she is seeking**

Public Inspection

All proposals submitted in response to this solicitation shall become property of 1GPA. These documents will become a matter of public record and will be available for inspection subsequent to award notification, under supervision by a 1GPA representative.

References

The Offeror shall provide a list of five (5) references of clients whom are being provided the same or similar type service. The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person, telephone number and email address. 1 GPA reserves the right to contract clients for reference checks.

Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Contractor shall erect and properly maintain all necessary safeguards for protections of workers and public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

Site Requirements

Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by 1GPA member. Upon completion of the work, premises shall be left in good repair, orderly, neat, clean and in unobstructed condition.

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district, for each employee who may be providing such services. Additionally, the contractor shall abide by applicable governing board fingerprinting policies at the school district where work is being performed.

Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions

For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Smoking

Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Stored Materials

Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured up Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Subcontracts and Other Contractual Arrangements

The use of subcontracts or other contractual arrangements to provide the requested services is permitted. 1GPA, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to 1GPA for all contractual obligations.

Supplemental Agreements

The 1GPA participant and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the 1GPA participant and Vendor. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between Vendor and the 1GPA participant is exclusively between the 1GPA participant and the Vendor and will be subject to immediate cancellation by the 1GPA participant (without penalty to the 1GPA participant) if, in the opinion of the 1GPA participant, the quality, service and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

Termination

This solicitation and/or resulting contract(s) may be canceled at any time and any and all proposals may be rejected in whole or in part when 1GPA determines such action to be in the best interest of 1GPA members

Warranties

The contractor warrants that the materials supplied under this contract are free of liens and that for a period of one year after acceptance by 1GPA member of materials and/or services they shall be

- Fit for intended purpose for which materials/service are used
- Within the variations permitted by the Contract and are of even kind, quality within each unit and among units
- Adequately contained, packaged and marked as the Contract may require
- Conform to the written promises or affirmations of fact made by the contractor

and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

Websites

Vendor agrees to allow 1GPA to publish their name and logo in its website.

EVALUATION OF PROPOSALS

EVALUATION AND AWARD OF PROPOSALS

1GPA will receive proposals from contractors having specific experience, resources and qualifications in the proposed scope of work.

Proposals for consideration for this project must contain evidence of the contractor's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by 1GPA to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection commit will review and evaluate all replies and detailed proposals, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria in order of importance:

Qualifications and experience with local government and/or educational entities (350 points).

List three (3) school districts or governmental entities which you have performed work for in the past 12 months. Include contact name and phone number.

1. Buckeye Elementary School District - Mike Melton, Retired Superintendent | 623-696-6557
2. Paradise Valley Unified School District - Dr. Jim Lee, Superintendent | 602-449-2000
3. Buckeye Union High School District - Dr. Beverly Hurley, Retired Superintendent | 623-512-6160

Provide Experience and Qualifications of key employees:

See Proposal.

Provide Experience with Cooperative Purchasing Procedures:

See Proposal.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
URBAN ENERGY SOLUTIONS, INC.

[Proposal]

See following pages.



PHOENIX
 3312 E. Broadway Road · Phoenix, AZ · 85040
 Office: 480.282.9501 Fax: 602.357.7403

www.UrbanEnergyInc.com

AZROC 252925 K-11 Electrical
 AZROC 276050 B-1 General Contracting

Proposal

Company Town of Fountain Hills
Contact Raymond Rees
Date November 14, 2014
Project Town of Fountain Hills Town Hall N2 Replacement

We are pleased to provide a proposal for a completely installed BACnet energy management and control system for the above named project. The following documents were used to prepare this quotation.

Please verify all quantities in case they have changed since original count

| | |
|------------------|---------------------|
| Town Hall price | \$ 53,515.00 |
| Total Bid | \$ 53,515.00 |
| Sales Taxes | \$ 3,061.06 |
| Bid Bond | \$ - |
| Performance Bond | \$ 371.00 |

Equipment Counts

Qty 2 AHU
 Qty 40 VAV
 Qty 3 IU controllers
 Qty 1 BTU meter communication converter (BTU sensors are not included)
 Qty 1 Power meter communication converter (power CT's not included)

Base Bid Scope of Work:

Town Hall base budget:

(Qty.2) Air handling unit controller replacement to include the following:

- Upload existing controller database
- Remove existing N2 air handler controller and control wiring while maintaining stability to the system
- Provide and install KMC BACnet DDC air handler controller
- Terminate existing control wire on new controller
- Configure program and download new controller
- Test and validate sequence of operations from the existing EMS supervisory controller front end.

(Qty. 40) VAV terminal unit controller replacement to include the following:

- Upload existing controller database
- Remove existing N2 VAV controller and control wiring while maintaining stability to the system
- Provide and install KMC BACnet DDC VAV controller
- Terminate existing control wire on new controller
- Configure program and download new controller
- Test and validate sequence of operations from the existing EMS supervisory controller front end.

(Qty.3) IU controller replacement I to include the following:

- Upload existing controller database
- Remove existing N2 IU controller and control wiring while maintaining stability to the system
- Provide and install KMC BACnet DDC IU controller
- Terminate existing control wire on new controller
- Configure program and download new controller
- Test and validate sequence of operations from the existing EMS supervisory controller front end.

Global:

- Tie into the existing Johnson Controls Facility Explorer Web based system controller

Clarifications

- Warranty period is 1 year from CO date
- Proposal is valid for 90 days

Exclusions

- All controls, components, parts, pieces, interfacing and installation associated with the existing HVAC and controls not mentioned above are not included
- Power and SES shutdowns and coordination are not included
- Mechanical equipment and piping accessories are not included unless specifically listed above
- Line voltage power, wiring, motor starters, VFD's and contactors are not included
- All Life safety systems and devices, interfacing, interlocking, installation and sequences of any type are not included
- Duct smoke detectors and associated mounting, power, local a/c system fan shutdown interlock wiring, and wiring related to remote reset and alarm indication devices are not included
- Fire, smoke, and combination fire/smoke damper/actuator assemblies and associated mounting, power, actuators, smoke detectors, connection to fire alarm, and interlock wiring for shutdown of equipment or operation of damper assemblies are not included
- 24, 120, 208, 277, or 480 VAC power to mechanical units (HP's, VAV's, FC's, Fan's EF's, Make up air units, AHU's etc....) are not included
- Control, volume and temperature control dampers are not included
- Wiring between the indoor and outdoor split system units are not included
- Air Balance support including hardware and software balance tools are not included
- If open protocol controllers are provided with the equipment we will integrate our system to those controllers, but if the equipment supplier is not able to provide the local software support and we have to expend extra time working with their factory support to achieve the specified sequence of operation we will invoice for the additional time.
- Conduit for control wiring is not included unless specifically stated in scope of work
- Sensors installed in block, CMU, tilt slab are not included
- Ethernet and network wiring and installation are not included
- Communications wiring between buildings are not included (will use the sites Ethernet LAN or communications utilizing BACnet over IP)
- Upgrading existing hardware and software are not included
- Troubleshooting, repairing or replacing existing controls and HVAC equipment are not included
- Operator workstation, PC and laptop are not included unless specifically stated in scope of work
- Server software, communication drivers and licenses are not included unless specifically stated in scope of work
- Trenching and underground conduit are not included
- Access doors are not included
- Roof penetrations are not included
- Lift rental, scaffolding and installation that requires the use of a ladder above 8' are not included
- Commissioning or any support of a 3rd party agency are not included (will provide add for onsite assistance to the commissioning)

- Sales Taxes, bonds or other fees are not included
- Davis Bacon wage rate is not included
- Shift differential and expedited scheduling costs are not included
- Overtime labor rates, our proposal is based on normal daytime working hours Monday - Friday between 6:00am-3:00pm

Sincerely,

Loren Waxman,

Estimator

Urban Energy Solutions, Inc.

3312 E Broadway Rd - Phoenix, AZ 85040

O: 480-282-9501 D: 602-429-3066 F: 602-357-7403 C: 480-694-7629

E: lorenwaxman@urbanenergyinc.com

W: www.UrbanEnergyInc.com

Please Proceed with the above scope of work

Signature: _____

Name: _____

Title: _____

Date: _____

PO# _____

Amount: _____

