

TIPS VENDOR AGREEMENT

**Between NEXTERA ENERGY SOLUTIONS, LLC and
THE INTERLOCAL PURCHASING SYSTEM (TIPS),**
a Department of Texas Education Service Center Region 8 for
TIPS RFQ 220104 Energy Savings Performance Contract

General Information

The Vendor Agreement (“Agreement” or “TIPS Contract”), effective the last date signed below, is by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and NextEra Energy Solutions, LLC (hereafter “Vendor”), having its principal place of business at 20455 State Highway 249, Suite 200, Houston, Texas 77070. This Agreement consists of the provisions set forth below, 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A purchase order (“PO”) by a TIPS member (“Member”) along with a fully signed Energy Performance Contract to be negotiated between Vendor and Member (collectively, the “EPC”), is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. The EPC shall govern in the event of any conflict between the EPC and this Agreement.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will be put into effect as set forth in the General Information Section above. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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 Agreement.
- 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 the TIPS program.
- 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 Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **five (5)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **five-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is March 24, 2022 but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be March 31, 2027.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **five years**.

Example: *If the original term is approximately five years, and the solicitation provides an anticipated award date of March 24, 2022, the expiration date of the original five-year term shall be May 31, 2027.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be March 31, 2028.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits but is not required to do so.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

All pricing submitted to TIPS' Members shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently. **Fees for this RFQ is 1% of the sale price paid by the TIPS Member entity.**

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, to the extent arising out of, or resulting from, breach of this Agreement, breach of an EPC agreement with a TIPS Member, or violation of applicable law, by the Vendor, its officers, employees, agents, subcontractors, licensees, or invitee or infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the

participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS 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, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor 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 TIPS Member's discretion. Awarded Vendor 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. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

EPC Agreements

Any EPC agreement developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the EPC agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. TIPS permits TIPS Members to negotiate terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing

firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any claim arising out of or related to the Agreement, except for those specifically waived under the terms of the Agreement, may, after denial of the TIPS Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the TIPS District's Board of Directors, signed by the parties if approved by the TIPS Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

LIMITATIONS OF LIABILITY

To the extent permitted by the Constitution and laws of State of Texas and except for Vendor's indemnity obligations related to third party claims, in no event will either party be liable for consequential, indirect, incidental, special, punitive, or exemplary damages under this Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and TIPS and Vendor each hereby releases the other and each of such persons and entities from any such liability.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor’s required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the

Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.

- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSP0@TIPS-USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name: NextEra Energy Solutions, LLC

Address: 20455 State Highway 249, Suite 200

City: Houston State: TX Zip: 77070

Phone: 713-470-0417 Fax: _____

Email of Authorized Representative: brian.landrum@gexaenergy.com

Name of Authorized Representative: Brian Landrum


Title: President

Signature of Authorized Representative:  _____

Date: 05/10/2022

TIPS Authorized Representative Name: David Fitts

Title: Executive Director

TIPS Authorized Representative Signature:  _____

Approved by ESC Region 8:  _____

Date: 5/11/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220104 Addendum 1 NextEra Energy Solutions Supplier Response

Event Information

Number: 220104 Addendum 1
Title: Energy Savings Performance Contracts (ESPC)
Type: Request for Qualification
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes:

IF YOU CURRENTLY HOLD TIPS CONTRACTS (170103) Energy Savings Performance Contracts (“170103”) OR (200209) Energy Savings Performance Contracts (“200209”), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

NextEra Energy Solutions Information

Contact: Marcus Johnson
Address: 20455 SH 249
Suite 200
Houston, TX 77070
Phone: (972) 834-9402
Email: marcus.johnson@gexaenergy.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Marcus Johnson

Signature

Submitted at 2/18/2022 9:34:56 AM

marcus.johnson@gexaenergy.com

Email

Supplier Note

Please feel free to contact either Marcus Johnson at 972-834-9402 or Patty Lewis at 713-401-5539 or Patty Lewis at patrica.lewis@nexteraenergy.com

Requested Attachments

Agreement Signature Form

220104 ESPC Agreement Signature Form - FNL.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Confidentiality Claim Form

220104 ESPC CONFIDENTIALITY CLAIM FORM - FNL.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Proposed Goods and Services

2022 TIPS Response_FNL.docx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Reference Form

220104 ESPC Reference_Form - leave as Excel - FNL.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

NextEra Energy Solutions LLC_W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement

220104 ESPC Vendor Agreement - FNL.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

OPTIONAL Information Requested

No response

IF you agree to do so, Please upload the Optional Information Requested regarding ESaaS.
See attachment.

All Other Certificates

CERTIFICATION OF CORPORATE OFFERER FORM - FNL.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Response Attachments

Disclosure_of_Lobbying_Activities_Standard_Form_LLL - FNL.pdf

Lobby Activities Standard Form

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="NextEra Energy Solutions is a subsidiary of NextEra Energy Services and NextEra Energy, Inc., which, together with its affiliates is the world's largest generator of renewable energy from the wind and sun and a world leader in battery storage. As part of the nation's leading clean energy providers, NextEra Energy Solutions has built a solid reputation as a nationally recognized full-service Energy Services Company (ESCO) and Energy as a Service (EaaS) provider, designing, developing, building, and managing energy conservation projects. For over 30 years, we have been a leader in performance contracting and ECM implementation. From energy planning, efficiency, and procurement, to renewable energy, backup generation and battery storage, we help our customers understand and overcome any energy challenge. We have the expertise and resources to create custom energy solutions that align with your risk tolerance and achieve your budget and sustainability objectives."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Bryan York"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Director of Sales"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="bryan.york@gexaenergy.com"/>

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2145487330"/>
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10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2145487330"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Patty Lewis"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Sr. Technical Marketing Consultant"/>
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14	Secondary Contact Email Secondary Contact Email <input type="text" value="patrica.lewis@nexteraenergy.com"/>
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15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7133890858"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7133890858"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Daix Anderson"/>
-----------	---

1 9	Admin Fee Contact Email Admin Fee Contact Email daix.anderson@gexaenergy.com
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7134015729
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Bryan York
2 2	Purchase Order Contact Email Purchase Order Contact Email bryan.york@gexaenergy.com
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2145487330
2 4	Company Website Company Website (Format - www.company.com) www.nexteraenergyservices.com/large-business
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. No response
2 6	Primary Address Primary Address 20455 SH 249, Suite 200
2 7	Primary Address City Primary Address City Houston
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) Texas
2 9	Primary Address Zip Primary Address Zip 77070

3
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Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

NextEra Energy Solutions, Energy Services Company, ESCO, Energy as a Service, EaaS, Energy Conservation Management, ECM, Projects, Performance Contracting, Energy Supplier, Energy Management, Engineering and Design, Engineers, Project Manager, Advanced Metering, User Training and Education, Master Planning, Maintenance, Measurement and Verification, Commissioning, Retro-commissioning, Complete Customer Support, Project Phases, Energy Efficiency, Lighting and Controls, Demand Response, Heating, Ventilation, Air Conditioning, HVAC, Heating and Cooling Systems, Water Conservation, Integrated Efficiency, Building Automation, Renewable Energy, Clean Energy, Green Energy, Sustainability Planning, Environmental, Social and Governance, ESG, Wind Energy, Wind Turbines, Solar Energy, Solar PV, Evaluation and Scoring, Onsite Solar, Offsite Solar, Community Solar, Renewable Energy Credits, RECs, Backup Generation, Battery Storage, Energy Optimization, Contractors, Subcontractors, Measurement & Verification, Energy Savings, Facility Optimization, Commercial Energy, Developing, Building, Industry Leader, Analytics, Technology, AI, Artificial Intelligence, Technical, Leadership in Energy & Environmental Design, Project Execution, Sustainability Solutions, Mechanical, Electrical, Energy infrastructure, utility distribution systems, boiler, chiller plants, Energy management control systems, EMCS, Energy infrastructure/utility distribution systems, System recommissioning, Chilled water, hot water and steam distribution systems, High-efficiency water fixtures, Flush controls, Infrared activation systems, Irrigation controls, Geothermal, Lighting retrofits, lighting controls, daylighting and other lighting schemes, Electric motors and drives, Distributed generation, Electrical peak shaving, load shaving, load shifting, Advanced metering systems, Building envelope, Process improvements, Project Development, Modeling, Facility Audit, Methodologies, Energy Consumption, Safety, Building management system upgrade, Roof replacement, High efficiency DX air conditioners, Boilers and cooling towers, Pumping upgrades

3
1

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
6 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
7 **TIPS Administration Fee Paid by Vendor - Not Charged Separately to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing to Member entity which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

38 **Years in Business as Proposing Company**

Years in business as proposing company?

39 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

40 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

41 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

42 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4
3 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
4 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4
5 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
6 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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;

(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.

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7

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5
1 **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5
2 **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5
3 **2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5 4 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5 5 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 6 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 **2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

6 **FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

6 **Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

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Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6 6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

6 7 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

6 Remedies

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The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 Remedies Explanation of No Answer

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7 Choice of Law

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The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7 Venue, Jurisdiction and Service of Process

1

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
3** **Infringement(s) Explanation of No Answer**

No response

**7
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 & 2271 Verification Form**

9 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

No

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Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

As stated in our Response, NextEra Energy Services, upon selection, will negotiate terms and conditions of the Vendor Agreement to the satisfaction of both parties. This methodology was accepted by TIPS and utilized in our previous submission resulting from the 2017 RFQ solicitation.

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Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

No

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Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

As stated in our Response, NextEra Energy Services, upon selection, will negotiate terms and conditions of the Vendor Agreement to the satisfaction of both parties. This methodology was accepted by TIPS and utilized in our previous submission resulting from the 2017 RFQ solicitation.

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Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

89 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

90 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 1 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 2 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 3 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 4 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**9
8 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

TIPS RFQ 220104 Energy Savings Performance

References

Contracts

NextEra Energy Solutions, LLC

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND
FORM MUST BE UPLOADED IN EXCEL
FORMAT.

Please provide **FIVE (5) VERIFIED AND WILLING** references, preferably from school districts or other governmental entities who have used your services within the last three years.

Additional references may be required.

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than FIVE (5) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
Groesbeck ISD	Dr. James Cowley	james.cowley@groesbeckisd.net	254-729-4100
Forney ISD	Dr. Justin Terry	jwterry@forneyisd.net	469-762-4100
Pampa ISD	Tanya Larkin	tanya.larkin@pampaisd.net	806-669-4700
Mount Pleasant ISD	Judd Marshall	jmarshall@mpisd.net	903-575-2000
Muenster ISD	Steven Self	sself@muensterisd.net	940-759-2282
City of Everman	Susanne Helgesen	shelgesen@evermantx.net	817-293-0525

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: _____
(Name of Corporation)

_____, (Name of Corporate Secretary) certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

SIGNATURE

DATE

The proposing entity is not a corporation, it is a Limited Liability Company (LLC).

Required Confidential Information Status Form

NextEra Energy Solutions, LLC

Name of company

Brian Landrum, President

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

20455 SH249, Suite 200

Houston

TX

77070

713-470-0417

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Bhe Date 2/16/22



March 18, 2022

The Interlocal Purchasing System (TIPS)
4845 US Hwy. 271 North
Pittsburg, Texas 75686

Re: RFQ 220104 Energy Savings Performance Contracts

To Whom It May Concern:

As surety, Travelers Casualty and Surety Company of America has been the surety company for NextEra Energy, Inc. of 20455 State Hwy. 249, Suite 200, Houston, TX 77070 for 6 years and as such has provided an aggregate program exceeding \$50,000,000.

We would favorably consider requests from NextEra Energy, Inc. to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

NextEra Energy, Inc. is a valued customer of Travelers Casualty and Surety Company of America and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between NextEra Energy, Inc. and Travelers Casualty and Surety Company of America and we assume no liability to third parties if we do not execute said bond(s).

For additional information regarding the Surety program, please feel free to contact the Surety Manager, George Gionis at 215/255-1727.

Yours Truly,

Megan K. Douaire

Megan K. Douaire Attorney-In-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MEGAN K DOUAIRE** of **ATLANTA Georgia** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

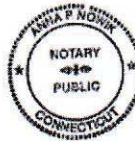
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **March**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



RFQ 220104 Energy Savings Performance Contracts Presented to The Interlocal Purchasing System (TIPS) February 18, 2022

NextEra Energy Solutions
20455 SH 249, Suite 200
Houston, TX 77070

Bryan York, Sales Director, Energy & Services
Bryan.York@gexaenergy.com | 214-548-7330

Marcus Johnson, Strategic Sales Consultant
Marcus.Johnson@gexaenergy.com | 972-834-9402



THE INTERLOCAL PURCHASING SYSTEM



CONTENTS

Signature form	2
Company Profile	2
Proposed Services and Methodologies	12
Financial Stability	36
References.....	39
Supplemental Information	47
ESG - Triple Bottom Line Benefits of Performance Contracting.....	47
Sustainability	47
Utility Conservation Awareness	48
Education Initiatives.....	49
Summary	50

SIGNATURE FORM

NextEra Energy Solutions, LLC (NEES) is submitting this proposal to qualify for Performance Contracting. Because the boilerplate “Vendor Agreement” contained in the RFP does not specifically apply to all services that we will provide through the TIPS cooperative, upon selection, we are prepared to negotiate the appropriate vendor contract with the TIPS cooperative to the mutual agreement of both parties.

- The unsigned vendor agreement form has been uploaded separately.

COMPANY PROFILE

NextEra Energy Solutions is a premier energy supplier helping large business customers rethink their energy strategy and achieve enterprise optimization. We do so through advanced analytics and customized products and services. NextEra Energy Solutions has built a solid reputation as a nationally recognized full-service Energy Services Company (ESCO) and Energy as a Service (EaaS) provider, designing, developing, building, and managing energy conservation projects. For over 30 years, we have been a leader in performance contracting and ECM implementation. By partnering with us, TIPS members will benefit from our industry expertise in allocating and directing energy performance contracts, personnel, resources, and subcontractors. We maintain the majority of the technical and professional skills and resources in-house in order to provide a better product through closer control and reduced cost.

NextEra Energy Solutions is eager to collaborate with TIPS and continue developing and implementing strategic energy solutions. We value the working relationship that we have with our customers and strive to exceed expectations. While the biggest measure of a mutually successful relationship is the opportunity to build a long-term partnership that continues year after year, many other aspects of day-to-day operations show our commitment to excellence. In order to foster a mutually successful working relationship, our Corporate Values guide our daily operations:

Committed to excellence: By establishing high standards of quality, driving continuous improvement, making fact-based decisions, working safely, and holding ourselves accountable, we cultivate the expertise and passion to deliver the best for our customers.

- ✓ Open communication with quick response time
- ✓ Accurate and timely billing
- ✓ Partnering with customers to find solutions that go beyond price per kilowatt hour.

Do the right thing: By acting with integrity and humility in everything we do, living up to our commitments, and being forthright and honest in our communications, we create an environment of openness and trust.

- ✓ We are committed to integrity and accountability in all aspects of our business
- ✓ Integrity and ethical behavior are at the very foundation of who we are, what we do and how we do it. We expect all representatives of our company and our subsidiaries to act with the highest standards of personal and professional integrity, and to comply with all applicable laws, regulations and company policies.

Treat people with respect: By leading respectfully, promoting teamwork, building a diverse and inclusive team, and investing in development, we strengthen and engage our greatest asset: our people.

- ✓ At NextEra Energy Solutions, we're passionate about delivering innovative energy strategies, and helping our customers maintain momentum during these challenging times.
- ✓ The energy industry is complex and ever-changing – so are the needs of your business. As we navigate through the current pandemic, we are committed to understanding our customers concerns and needs.
- ✓ NextEra Energy has been recognized often by third parties for its efforts in sustainability, corporate responsibility, ethics and compliance, and diversity. In 2022, NextEra Energy was ranked No. 1 in the electric and gas utilities industry on Fortune's list of "Most Admired Companies" for the 15th time in 16 years.



NEES is a subsidiary of NextEra Energy, Inc. (NYSE: NEE) a leading clean energy company with 2021 revenues of \$17 billion. Headquartered in Juno Beach, FL., NextEra Energy is the world's largest utility company by market capitalization and employs nearly 15,000 people in the United States and Canada. NextEra Energy also owns a competitive clean energy business, NextEra Energy Resources, LLC (NEER), which, together with its affiliated entities, is the world's largest generator of renewable energy from the wind and sun and a world leader in battery storage. Through its subsidiaries, NextEra Energy generates clean, emissions-free electricity from seven commercial nuclear power units in Florida, New Hampshire and Wisconsin. A Fortune 200 company and included in the S&P 100 index, NextEra Energy has

been recognized often by third parties for its efforts in sustainability, corporate responsibility, ethics and compliance, and diversity.

Demonstrated Competence and Qualifications to perform services

NextEra Energy Solutions is currently a provider for the TIPS network under contract number 170103.

NextEra Energy Solutions, LLC (NEES) is an affiliate of Gexa Energy (Gexa) and subsidiary of NextEra Energy Services Holdings, LLC (NES) and NextEra Energy (NEE). Gexa Energy (est. 2002) is our retail brand in Texas and NextEra Energy Services (est. 2005) is our retail brand outside of Texas. ESCO (Energy Service Company) projects within NextEra Energy Services companies service territories are conducted by NextEra Energy Solutions. ESCO projects within Gexa Energy’s service territories are conducted by Gexa Energy Solutions (GES).

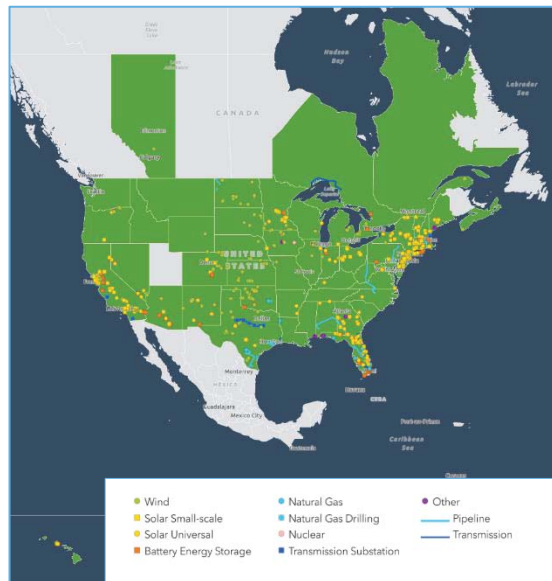
Both are proud subsidiaries, and part of the NextEra Energy family of companies, a Fortune 200 company (NYSE: NEE), and together with its affiliates is the world’s largest generator of renewable energy from the wind and sun and a leader in battery storage. Through its affiliates FPL Services, LLC (FPLS) and FPL Energy Services, Inc. (FPLES), NextEra has provided ESCO services in Florida for over 30 years. ESCO projects within the electric utility service territory of Florida Power & Light Company (FPL) are conducted by FPLS, while ESCO projects within Florida, but outside of FPL's electric utility service territory are conducted by FPLES.

NextEra Energy’s corporate structure and principal subsidiaries are outlined below.



NextEra Energy Portfolio Map:
<https://map.nexteraenergy.com/>

NextEra Energy Solutions has built a solid reputation as a nationally recognized full-service ESCO, designing, developing, building, and managing energy conservation projects. For over 30 years, NextEra Energy Solutions has been a leader in performance contracting and ECM implementation. A strong management focus, best-in-class customer service, and staying ahead of new and emerging trends in energy conservation and technologies are the driving forces behind NextEra Energy Solutions.



Personnel

NEES has organized a team specifically designed to maximize the benefits of the ESPC process. Our team offers:

- The full range of technical expertise, including all engineering disciplines, local contracting and facility knowledge, local staffing resources and offices, and operational experience with renewable generation; and
- Proven cost-effective approaches to federal facilities through our project approach, subcontract and product procurement procedures, construction management and communications procedures.

By partnering with NEES, customers will benefit from our industry expertise in allocating and directing energy performance contracts, personnel, resources and subcontractors. We maintains the majority of the technical and professional skills and resources in-house in order to provide a better product through closer control and reduced cost. In addition, our team uses a wide range of advanced Total Quality Management and Six Sigma analytical and process improvement services and proven business tools and solutions. These tools are used to determine the best implementation strategy on a task-by-task basis, improve product standardization, expedite the project schedule and reduce overall costs for customers.

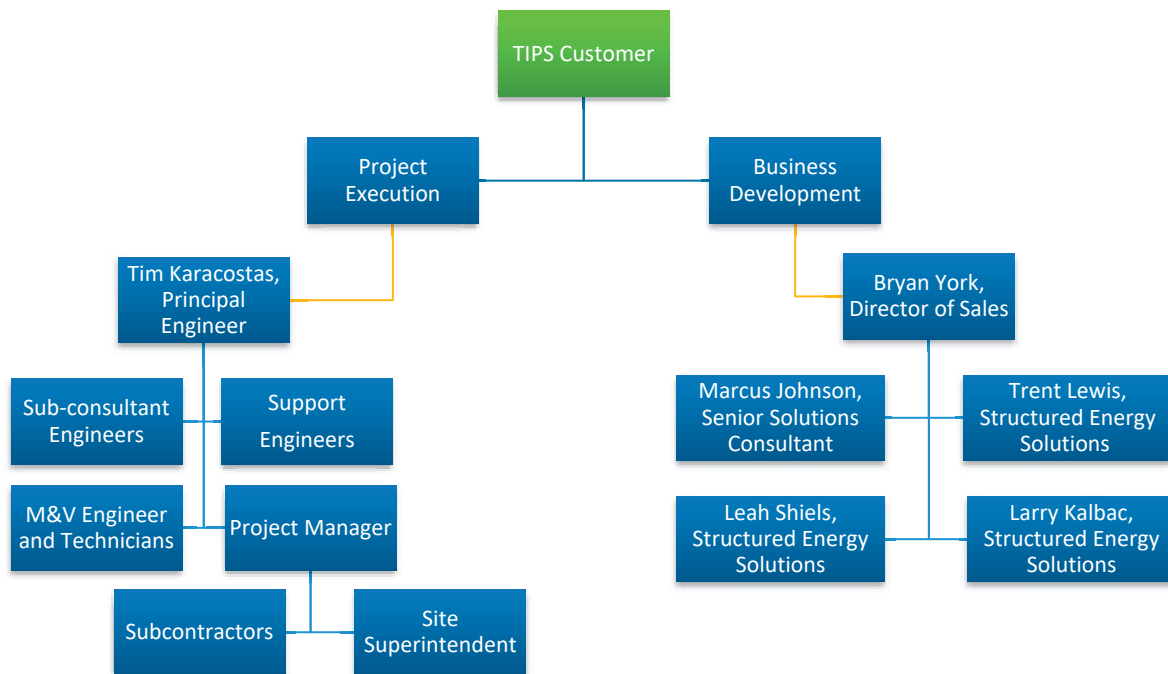
For each project, we put a project management team in place that includes senior leaders from our organization. Each project is then supported by: registered professional engineers, Measurement & Verification engineers, licensed technicians and maintenance professionals, lighting energy professionals, certified energy engineers, general contractors and mechanical

contractors, indoor air quality specialists, and LEED (Leadership in Energy & Environmental Design) accredited professionals. Approximately fifty percent of the members of our development team are LEED accredited professionals, who can help identify and implement practical and measurable green building design, construction, operations and maintenance solutions for existing facilities under the existing building program developed by the U.S. Green Building Council (USGBC).

The ability to minimize product and service costs allows our team to maximize the value of the measures that can be installed within a given payback criteria. By leveraging our experienced team of subject matter experts, local personnel, competitive procurement, and quality processes, we are able to minimize costs to the customer.

Project Team Organizational Chart

The organizational chart below provides an overview of the NEES organization, which will be responsible for implementing and managing the TIPS member projects.



Project Roles, Responsibilities and Professional Experience

The project team members for TIPS projects include:



Tim Karacostas, P.E.,

Principal Project Engineer/Construction Manager

timothy.karacostas@nexteraenergyservices.com

Mobile: 214-502-2580

Project Responsibility

- Responsible for Project Development and Construction Management
- Lead project developer for project design, savings calculation, project cost analysis

Experience

- 35 years experience
- Perform feasibility studies, engineering design, construction management and maintenance of office spaces, educational facilities, institutional facilities, government facilities, data centers, Point of Presence facilities, and banks.
- Electrical Design Experience: Critical and Non-Critical Interior and Exterior Electrical Power Distribution Systems; UPS Systems; DC Power Systems; 400 Hertz Power Systems; Emergency (Generator) Power Systems; Interior and Exterior Lighting Design; Voice and Data Communication Systems utilizing fiber optic and copper based cables; Fire Alarm, Security, and Power Metering Systems.
- Construction Management Experience: Review of construction contracts for clients, assist in the selection of Construction Contractors, review Construction Bids, manage subcontractors, approve Construction Contractor payment applications, inspect construction work, answer RFIs, review submittals, develop Construction ROMs, bills of materials and vendor lists.
- Electrical Condition Assessments:
 - Five buildings in Garland, Texas, for Raytheon. Information was used to develop Electrical One-Lines, updated panel schedules, assist in Preventive Maintenance efforts, and for completing Arc Flash and Short Circuit Studies.
 - 15 Bank of America sites in Texas and Oklahoma to determine if these sites met all of the Bank of America Critical Facilities Guidelines requirements. Provided reports for each site and designs to bring the sites into compliance.

Licenses and Certifications

Licensed Professional Engineer – TX, AL, AR, AZ, CA, CO, CT, DE, FL, GA, HI, ID, IN, KS, KY, LA, MA, MD, ME, MI, MO, MS, NC, NE, NJ, NV, NY, OH, OK, OR, PA, RI, SC, TN, UT, VA, WA, WI, WY, USVI

Education

B.S. Electrical Engineering, University of Texas



Adeel Hussain

Principal Project Engineer

Adeel.Hussain@gexaenergy.com

Office: 713-470-0402

Project Responsibility	<ul style="list-style-type: none"> • Responsible for Project Development • Lead project developer for project design, savings calculation, project cost analysis
Experience	<ul style="list-style-type: none"> • Over 10 years of experience in project management, business development, engineering design & sales for commercial and industrial clients. • Professional & Technical Skills <ul style="list-style-type: none"> ○ Revit/Auto CAD MEP design experience in electrical design, power systems, HVAC, and plumbing systems. ○ EMS, Onset HOBO data loggers, and monitoring devices ○ Measurement and Verification ○ Advance Microsoft office Skills ○ Utility program management and Implementation ○ Project management and Implementation ○ Data trending and reports and documentation ○ Retro-Commissioning ○ ASHRAE Level I, II, III, Energy Audit ○ Trane Trace, eQuest, and Energy Plus Modeling ○ Cost Improvement Assessments ○ Predominant use study ○ Contract Negotiations ○ Renewable Energy
Licenses and Certifications	Licensed Professional Engineer – TX, IL
Education	B.S. Mechanical Engineering, University of Illinois at Chicago M.E. Energy Engineering, University of Illinois at Chicago



Bryan York
 Director of Sales, Commercial & Industrial
 Adeel.Hussain@gexaenergy.com
 Mobile: 713-470-0402

Project Responsibility	<ul style="list-style-type: none"> • Primary customer contact • Contract negotiations • Customer relationship management • Manages the origination team for structured transactions seeking the best overall comprehensive energy solution - Structured transactions utilizes a broad base of products and solutions including: Energy Efficiency, Renewables, Distributed Generation, Demand Response, and electricity purchasing.
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Experience	<ul style="list-style-type: none"> • Over 38 years of experience in the retail electric industry (regulated and deregulated markets). • Electric distribution construction, design, customer service, rate tariff reviews, energy efficiency and electricity sales • Experience includes energy conservation, energy management, distribution construction, power quality, on-site and off-site renewables, demand response, energy procurement, and energy audits. Energy conservation projects involving a multitude of measures. • For 12 years, Mr York. has been with the NextEra Energy family of companies developing innovative and flexible solutions for both commodity and Energy Solutions customers in the C&I space. • Prior to joining Gexa, Bryan worked in Transmission & Distribution, Key Account Management, and De-Regulated customer sales for TXU Energy. • Bryan is an active member, supporting the TDCJ Workforce Career/Education Program through the "Electrical and HVAC Trades Advisory Committee" for Trinity Valley Community College
Licenses and Certifications	<ul style="list-style-type: none"> • Certified Energy Manager • Certified Distribution Lineman • Certified Energy Procurement (wholesale & retail)
Education	<p>A.A.S. Power Technology, Tyler Jr. College</p> <p>B.S. Industry & Technology, Texas A&M Commerce</p> <p>MBA – University of Texas Permian Basin</p>



Marcus Johnson
 Senior Solutions Consultant
 Marcus.Johnson@gexaenergy.com
 Mobile: 972-834-9402

Project Responsibility	<ul style="list-style-type: none"> • Customer relationship management • Contract negotiations • Finance coordination • Collaborates with the development and construction teams to ensure customer satisfaction in meeting the energy plan and project goals
Experience	<ul style="list-style-type: none"> • Over 46 years industry experience, Mr. Johnson serves as a Senior Solutions Consultant for all institutional, healthcare, and private markets in the Texas-Oklahoma territory. • Assisted clients across the nation in identifying and implementing effective projects that have both improved infrastructure and reduced costs. • Experience includes facility management, energy conservation, and P&L responsibility., preventive maintenance design, mechanical services management, energy conservation design & management, cogeneration design & management. Energy conservation projects involving a multitude of measures.

Licenses and Certifications	<ul style="list-style-type: none"> • LEED AP • CERTIFIED ENERGY MANAGER • CERTIFIED LIGHTING ENERGY PROFESSIONAL • MEMBER OF ASHRAE • MEMBER OF ASSOCIATION OF ENERGY ENGINEERS
Education	B.S Industrial Technology, Northwest Missouri State University



Larry Kalbac
 Strategic Solutions Consultant
 Larry.Kalbac@gexaenergy.com
 Mobile: 346-254-7985

Project Responsibility	<ul style="list-style-type: none"> • Customer relationship management • Leveraging all company resources in commodity, energy conservation, and renewable generation into comprehensive solutions for large commercial customers.
Experience	<ul style="list-style-type: none"> • Over 30 years sales experience, nearly half of which is within the retail energy industry. • Experienced in sales strategy, closing traditional retail commodity agreements along with renewables embedded in traditional retail agreements, on and off site renewables, PPA's and VPPA's, Distributed Generation, proprietary NextEra Analytics' OPTOS software package, ESCO Projects, Demand Response • Prior to joining the company, Mr. Kalbac spent nearly 12 years selling to Key/Major Accounts for TXU Energy in, and around, the greater Houston area.
Licenses and Certifications	
Education	BBA in Marketing, Texas A&M University



Trent Lewis
 Strategic Solutions Consultant
 Trent.Lewis@gexaenergy.com
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Project Responsibility	<ul style="list-style-type: none"> • Customer relationship management • Leveraging all company resources in commodity, energy conservation, and renewable generation into comprehensive solutions for large commercial customers.
Experience	<ul style="list-style-type: none"> • Growing & executing in the PJM, NYISO, NEPOOL, and MISO markets. • Over 22 years experience in the retail energy industry.

<p>Licenses and Certifications</p> <p>Education</p>	<ul style="list-style-type: none"> • Power marketing, trading, and asset management professional with extensive experience in physical and nodal electricity markets. • Expertise in electric generation asset management and marketing, cost analysis, project management, transmission and power plant commercial optimization, contract management, and customer relations. • Most recently engaged in business development of large commercial, industrial, and public sector retail electricity customers. Proven expertise in complex commodity product structures across all deregulated retail markets. • Prior to joining Gexa/NextEra, Trent spent 14 years in wholesale energy trading and generation optimization for Reliant Energy Resources. • Certified Energy Manager (CEM®) by the Association of Energy Engineers • Certificate No. 23003 <p>BBA in Finance, Texas Tech University</p>
<div style="display: flex; align-items: center;">  <div> <p>Leah Shiels Strategic Solutions Consultant Leah.Shiels@gexaenergy.com Mobile: 713-401-5701</p> </div> </div>	
<p>Project Responsibility</p>	<ul style="list-style-type: none"> • Customer relationship management • Leveraging all company resources in commodity, energy conservation, and renewable generation into comprehensive solutions for large commercial customers.
<p>Experience</p>	<ul style="list-style-type: none"> • Over 14 years of experience in the retail energy industry • Experienced in sales initiatives and complex program management, contract negotiation, cultivating strategic relationships, enhancing customer basis, and building corporate value. • Prior to joining the company, Leah spent 6 years in the Multifamily, and Commercial and Industrial segments at Reliant Energy.
<p>Licenses and Certifications</p>	
<p>Education</p>	<p>BBA in Marketing, McNeese State University</p>

PROPOSED SERVICES AND METHODOLOGIES

NEES performs, but is not limited to, the following primary services:

- Project Management
- Engineering and Design
- Lighting and Controls
- HVAC and Controls
- Renewable/Sustainable Design
- Building Envelope Upgrades
- Water Conservation
- Advanced Metering
- Training
- Master Planning
- Maintenance
- Measurement and Verification
- Commissioning and Retro-commissioning
- Complete Customer Support throughout all Project Phases

- Sustainability Planning
- Off & Onsite Solar
- Community Solar
- RECs & PPAs
- Wind Energy
- Retail + Reliability
- Backup Generation
- Battery Storage
- Lighting
- Heating & Cooling Systems
- Building Management Systems
- Integrated Efficiency



- Demand Response
- Load Analytics
- Asset Management
- Predictive Modeling
- Fixed Price
- Block & Index
- Market Index
- Heat Rate Index
- Managed Energy Services

NEES advocates collaborative and sustainable solutions that are designed to improve system efficiency, increase occupant comfort, reduce facility operational costs, and ultimately optimize the customer risk/reward for the life of their buildings and systems.

We evaluate the ECMs for economic viability and operational impact. We conduct thorough walk-throughs and analyses to document existing conditions and determine equipment and service needs, piping/pumping configurations, back-up/redundancy requirements, and baseline/savings/cost. We use a vendor neutral approach when selecting equipment, applying the best available technologies, and hiring local contractors to support the local economy. NEES also evaluates innovative renewable energy technologies that fit within the project’s budgetary constraints. In over 30 years years, NEES has never missed a savings guarantee.

The technical categories we typically address are listed below.

Mechanical	<ul style="list-style-type: none"> • Boiler plant improvements • Chiller plant improvements • HVAC upgrades • Energy management control systems (EMCS) • Energy infrastructure/utility distribution systems • System recommissioning • Chilled water, hot water and steam distribution systems
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Water Conservation	<ul style="list-style-type: none"> • High-efficiency water fixtures • Flush controls • Infrared activation systems • Irrigation controls
Renewable Energy	<ul style="list-style-type: none"> • Geothermal • Wind turbines • Solar PV • Evaluation and scoring of LEED Certification potential • Other renewable energy savings opportunities
Electrical	<ul style="list-style-type: none"> • Lighting retrofits, lighting controls, daylighting and other lighting schemes • Electric motors and drives • Distributed generation • Electric motors and drives • Electrical peak shaving/load shaving • Advanced metering systems
Other	<ul style="list-style-type: none"> • Kitchen equipment and process improvements • Energy related process improvements • Laundry equipment and process improvements • Building envelope • User training and education

Project Management Approach

Through over 30 years of successful performance contracting experience, we have refined the following multi-step process to ensure our customers receive the right solution that consistently delivers the required savings. Our experience and expertise in providing immediate and long-term energy savings makes NEES a valuable resource that TIPS members can rely upon in creating a viable energy conservation vision.

We partner with customers to create a customized performance contracting plan that will set goals for upcoming work. Then, we apply our proven project approach to design and implement effective ECMs. Our project approach, as illustrated below and described on the following pages, ensures that all aspects of engineering design and construction are aligned.



Investment Grade Audit

- Perform detailed facility survey
- Baseline, savings, and scope of work
- Develop implementation pricing
- Develop site specific M&V plan

Implementation of ECMs

- Conduct pre-installation measurements
- Submit design and construction package
- Implement all ECMs
- Institute system quality control process and commission all ECMs
- Conduct training

M&V and Maintenance

- Post-installation measurements
- As-built drawings
- O&M procedures, checklists, and manuals
- Ongoing maintenance
- Safety and health plan

Project Development Phase

Our first step is to make sure that we thoroughly understand our customer’s needs and what they would like to achieve through the energy cost savings project. A clear understanding and close communication helps us focus on the highest priorities so that we can tailor our services and deliver the best solutions to meet - and exceed – the project’s goals.

Each step of our project approach process is outlined on the following pages.

Investment Grade Audit (IGA)

The NEES IGA report will include details on existing conditions, proposed and excluded ECMs, recommended scope of work, implementation pricing, guaranteed savings, financial analysis, preliminary construction schedule, and other relevant project information. Each step of our process for developing the IGA is described in detail below.

Detailed Facility Audit

NEES will work with the customer to identify possible ECMs. Our team will further refine the selected ECMs by compiling detailed data on systems, utility rates, energy consumption, and facility use. As our engineers evaluate the collected data, they will establish baselines, savings, and scope of work; then they identify and analyze ECMs using computer models, engineering calculations, utility bills, and short-term monitoring. Once this is completed, NEES will review findings with the customer.

NEES methodically investigates ECMs and documents the existing site conditions. Our engineers focus on the following tasks:

- Observing existing conditions (building construction, site layout, equipment/systems, lighting, etc.)
- Recording equipment nameplate data, building material used, and/or quantity/type/light levels of fixtures
- Recording/observing run time hours, energy and/or flows/temperatures (installation of meters, review of historical data and/or interviews with operation/maintenance personnel)
- Gathering historical data (drawings, specifications, data logs, utility bills, etc.)
- Interviewing operation/maintenance personnel

Operational cost savings and capital cost avoidance are key savings components associated with a comprehensive energy savings plan and can have a significant impact on ECM paybacks. NEES analyzes the energy use of existing equipment and future energy use of replacement equipment to determine the savings delta.

Modeling for Specific ECMs/Calibrated Simulation

NEES enters the data that were collected during the site visit into appropriate computer programs/spreadsheets and applies industry, engineering, and/or NEES standard formulas to establish baseline, then model potential changes to predict future energy use. Our rigorous methodology can be used to evaluate any ECM.

Baseline, Savings, and Proposed Scope of Work

Because baseline calculations are integral to an effective M&V analysis, NEES uses a thorough baseline process that begins during the IGA Phase. In order to compute baseline energy usage, accurate data must be collected.

Evaluate Potential Incentives and Rebates

Our team will maximize all rebates and incentive programs for the benefit of TIPS member projects. Examples may include potential rebates for chiller installation, lighting upgrades, and/or application of roof coatings.

Develop Financing Options

With extensive experience in the energy savings field, a strong track record of performance, and stable investors to finance our projects, NEES is well positioned to implement, finance, and monitor energy projects for TIPS members.

Drafting Detailed Designs

Upon award of the project, NEES will finalize the design details for each ECM. The Design Team will then coordinate closely with the customer to verify ECM selection and ensure any requested revisions or adjustments are incorporated into the final design.

The Design Team will then finalize construction documents to ensure design code compliance, sustainability, maintenance, security, and energy savings.

The Design Team ensures that the Construction Team understands and integrates all the contract design requirements for this project, including:

- Design excellence/quality
- Mechanical system requirements
- Electrical/power generation requirements
- Environmental requirements
- Leadership in Energy & Environmental Design (LEED) sustainability compliance

Construction Phase

Scheduling Work

The Project Manager develops an overall schedule for the total scope of each ECM. NEES uses the Critical Path Method (CPM) to develop and monitor this overall schedule and Critical Path Analysis (CPA), which individualizes all tasks that must be completed as part of a project. Separating tasks into individual work elements expedites the processing of shop drawings, preparation of a schedule, crew loading, and resource planning. By using CPM, we can identify those points in the project timeline that are most likely to impact the overall project schedule. Consequently, each task is monitored in relation to the overall schedule to ensure necessary resources are dedicated to the most critical tasks, so that the overall project schedule is maintained. Because CPM models events and activities as a network, it is especially useful for projects that have many site-specific schedules to map inside a large program's overall schedule, such as multiple school buildings within a district.

Early mobilization and effective deployment of equipment, labor, and all other resources to the site is critical for the timely execution of the work, so that the project is completed on time and on budget. Therefore, NEES will have the resources we need, when we need them.

Implementing the ECMs

Construction will be managed by the Project Manager, who is in charge of overseeing the equipment procurement, subcontracting, construction budget, and schedules of all sites. An on-site Site Superintendent will have the responsibility of holding weekly construction meetings, ensuring site safety, and developing a two-week look-ahead schedule for scheduling resources.

The look-ahead schedule, which is a detailed plan and daily breakdown of the overall schedule, is used to manage the actual in-field construction. By regularly monitoring construction progress, NEES will address any delays as quickly as possible by reassigning or adding personnel, expediting equipment orders, or developing other workarounds to minimize the impact to the overall project schedule.

The Site Superintendent also monitors the daily activities of the subcontractors and construction schedule, and serves as back-up for the Project Manager. This structure has served our customers well in the past by providing backup personnel to ensure project continuity if the Project Manager is absent due to scheduled time away or a sudden illness or emergency. Having multiple individuals on-site who are equally familiar with the project scope and personnel ensures continuity, so that the construction schedule can be met even if the Project Manager is absent.

Contents of the daily status reports are shown below.

Daily status reports of work completed And other relevant construction events including:

- Weather, contractor personnel, and equipment (including a list of equipment)
- Location and description of the work and estimated quantities performed that day
- Arrivals and departure of major equipment
- Significant communications with subcontractors pertaining to work schedule, work methods, and materials
- Orders and directives given to the subcontractor – Construction Project Manager must send a memo or letter to confirm significant verbal instructions or agreements
- References to significant letters, minutes and attendees of meetings, reports
- Work quality or performance, including rejected work or materials – list reasons why work and/or materials were rejected
- Significant visits or communications by the customer
- Days or periods when no work is in progress or no work was accomplished and reasons why
- Alerts to potential invasive construction events
- Confirmation of schedules/building occupancy

Contents of Daily Status Reports: Daily status reports provide NextEra Energy Solutions with a wide range of information in near-real time, allowing our managers to preemptively address potential issues or problems.

The key elements included in the two-week look-ahead are shown below.

2 WEEKS ➔

Two-week look-ahead schedules reinforce an effective and manageable project schedule by defining:

- Clear deliverables for the two weeks
- Owners of the deliverables
- Easy to identify resources for its completion
- Easy to assess quality

Two-Week Look Ahead Schedules provide NextEra Energy Solutions with another effective tool for proactively managing individual projects.

Once implementation begins, NEES will hold weekly project meetings with the customer, during which the two-week look-ahead schedule will be presented. During the weekly project meeting, the Project Manager will assess variances between the plan and actual schedule, discuss the causes, and provide a corrective action plan to bring actual performance in line with the baseline schedule. This regular review will allow the customer to closely monitor construction progress and be involved in decision making throughout the implementation phase.

The result from critical path analysis enables us to prioritize activities for the effective management of project completion.

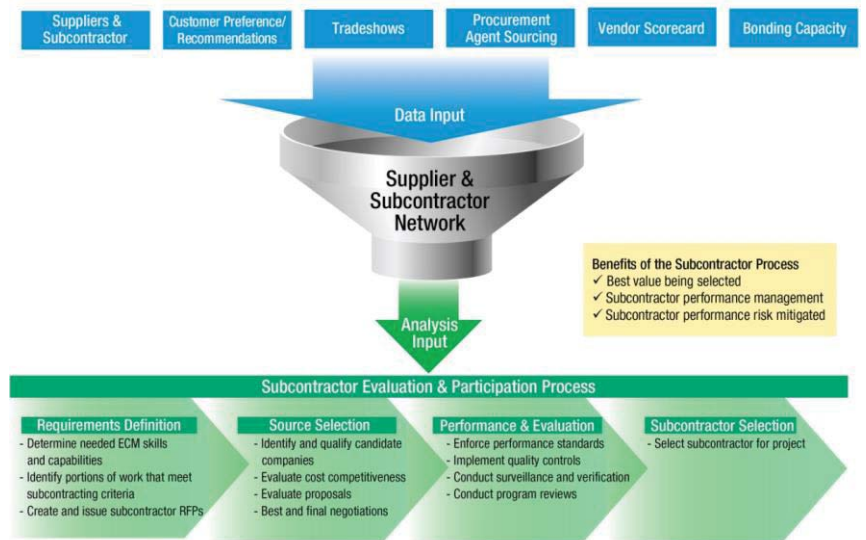
Subcontracting Plan

NEES' corporate policy on subcontractor management is divided into four well-defined phases: Requirements Definition, Source Selection, Performance & Evaluation, and Subcontractor Selection, as illustrated below.

Subcontractor selection is a competitive process that begins with a Requirements Definition Phase and determination of the skills and capabilities needed to perform the required ECM. NEES

then develops a Subcontract Request for Proposal (RFP), which includes a Statement of Work (SOW) and detailed performance specifications that define the minimum qualifications and experience required to do the job, and establish the basic terms and conditions of the subcontract agreements.

NextEra Energy Solutions' robust subcontractor management plan.



The completion and approval of the RFP initiates the Source Selection Phase, which begins with an effort to identify and qualify potential subcontractor candidates. First, we identify specialty firms that could potentially contribute to analysis, design, and implementation of the ECMs. We will then look for subcontractors based in the local community and proceed to a detailed review of a candidate company's skills and capabilities. This leads to a validation of each subcontractor's technical qualifications for the portion of the work to be subcontracted. Our internal qualification of candidate companies is accompanied through a survey process that involves web searches, fact-finding discussions, interviews, and evaluations of our previous work with potential subcontractors. Once technical qualifications have been validated, NEES begins an evaluation of the candidate firm's general cost competitiveness.

Candidate small business firms are offered an opportunity to respond to the subcontract RFP during this Source Selection Phase. Their proposals are evaluated against pre-determined evaluation criteria on a best value basis. Negotiations with technically qualified and cost-competitive candidates will take place during the latter portion of this phase, and results in the best value candidate being selected.

Throughout the entire process, the project management team establishes appropriate strategies for managing subcontractor performance and mitigating subcontractor performance risk. These strategies are included in any resulting subcontracting agreements. These agreements form the basis for measuring, monitoring, and reporting during the performance and evaluation phases, which extends throughout the life of the project.

Risk mitigation mechanisms include:

- Defining processes and procedures for conducting performance surveillance and verification in accordance with our Quality Control and Quality Assurance programs
- Performance objectives and standards that incorporate acceptable quality levels, monitoring methods, and evaluation frequencies
- Providing task-inspection guidelines and procedures
- Requirements for reports and regular program reviews

NEES routinely uses local small businesses during the implementation phase of our projects. By hiring local mechanical contractors on our recent Texas projects, we injected dollars back into the local economy, ensuring the community benefitted from the energy savings contract.

Commitment to Working with Small/Disadvantaged Businesses

NEES has a strong commitment to compliance practices, corporate social responsibility, and community outreach. This belief allows us to dedicate resources to the local community and

integrate small and local businesses participation of minority, and Veteran owned businesses. Our small business contracting initiative results in local businesses building significant portions of our projects, therefore stimulating the local economy and directly contributing to local jobs initiatives.

In addition to hiring small business subcontractors, we have established a mentoring and training plan. Our team sits down with our subcontractors on an annual basis to educate them on the advantages of small business enterprise designations as well as go over their supplier score cards. This allows them to improve their services and products, and also allows us quality control.

Post Implementation

Measurement & Verification (M&V)

The key to managing savings guarantees is selecting the most appropriate M&V methodology to ensure energy savings are accurately measured. An effective M&V plan must be comprehensive and detailed enough to measure the actual savings achieved by the installed ECMs without double counting savings from previously installed measures or inaccurately attributing energy reductions caused by other factors (such as weather or occupancy changes) to the ECM. The M&V plan will be based on Federal Energy Management Program (FEMP) M&V Guidelines and the corresponding International Performance Measurement and Verification Protocol (IPMVP) Option A, B, or C.

Training

NEES has developed a program to ensure that our customer's personnel receive customized training for various equipment and systems that are part of the recommended ECMs. The program covers systems, equipment, operations, objectives, selection of personnel, safe and proper operating procedures, and troubleshooting common problems. This program is supplementary to our planned maintenance program and will be tailored to fit staff requirements.

Commissioning

Commissioning is a systematic process of ensuring that all building systems perform interactively according to the design intent and the customer's operational criteria, and deliver their full potential for achieving energy savings. Our approach starts early in the design phase and continues well into the applicable post-installation operational period. It is managed through the pursuit of specific objectives during each phase of each project.

Behavior Modification

NEES recognizes that a successful energy conservation program not only includes improvements to the infrastructure, but also involves educating facility users (administration, faculty, staff, etc.) on the benefits of conservation. Behavior-based energy efficiency (BBEE) programs encourage facility users to take enthusiastic ownership of the energy conservation program, which can affect project success.

Behavioral programs need to be both cost effective and well received by end users. Combining a BBEE approach with the implementation of technical ECMs optimizes the impact of both. For example, lighting upgrades and installation of occupancy sensors combined with energy education can provide a broader and faster buy-in of the customer's overall energy management plan, as well as increasing savings during the M&V period.

Our energy education program was developed to increase each user's understanding of energy management, motivate them to maintain energy reduction objectives, and encourage both policies and programs that enhance utility conservation practices. On-site training and newsletters can be customized based upon each customer's conservation and public relations goals.

Benefits specific to behavioral approaches include:

- Cost effective
- Able to scale quickly
- Conducive to facility user's satisfaction

Because savings that come from behavioral modification are subjective and are dependent on individuals becoming fully engaged in change, we propose to include energy awareness and behavioral savings as additional savings that can translate into real energy conservation. However, these savings would not be included in the financial cash flows or payback analysis and therefore would not be part of the guarantee portion of the Performance Contract.

Methodologies

Energy Baseline Calculation Methodology, Procedures for Calculating Energy Cost and Cost Savings

NEES recognizes that the most critical element in an energy performance guaranteed program is to provide and meet the established energy guarantee.

Establishing Baseline Consumption

NEES utilizes the following procedures, formulas, and methodologies to measure and calculate energy savings:

- Review of existing conditions from the audit(s)/data collection.
- Select appropriate modifications, based on NEES' engineers' experience, operation/maintenance requirements, aesthetics, anticipated life-cycle costs and facilities operational needs.
- Modify calibrated models (or create models, as stated above) to reflect proposed ECMs (such as equipment change -out, lighting modifications, run time hours, etc.).
- Review results for soundness, by comparing predicted savings with existing data, etc. Reanalyze, if necessary.
- Predicted savings (a result of the baseline energy/power consumption minus the predicted ECM energy/power consumption).
- Actual savings, a result of the adjusted baseline results (described previously) minus the post ECM M&V results.

Computerized Modeling to Establish Baseline Consumption

NEES uses Trane Trace and piping analysis modeling programs to evaluate potential ECMs by creating specific models for each ECM, performing engineering calculations, and comparing the calculations with utility bills. Our methodology can be used to evaluate any ECM.

Inputs and outputs for typical ECMs include:

- Lighting:**
 - Inputs: type of fixture, watts per fixture, square footage, run time
 - Outputs: energy and power consumed (kWh and kW)
- Water:**
 - Inputs: type of fixture, gallons per flush
 - Outputs: energy and power consumed (kWh and kW)
- HVAC:**
 - Inputs: building construction, square footage, equipment data/efficiencies, operational schedules, occupancy levels, internal loads, building orientation, weather data, etc.
 - Outputs: cooling/heating loads, energy and power consumed (kWh, kW, and/or therms)
 - Efficiencies are determined from measurements, Original Equipment Manufacturer (OEM) data and/or engineering evaluations

In order to accurately establish the baseline, the energy analysis must be calibrated to utility bill data or measurements obtained with hand held meters or other recording devices. When the results are within an acceptable engineering range (for example, +/- 5% peak tons, ton-hours, kWh, and/or kW for HVAC systems), they are deemed calibrated. When the results are outside

the acceptable range, the models are evaluated, appropriate changes are made, and then the data are re-analyzed. These models become the basis for the ECM modification energy use/savings.

Methodology to Assign Dollar Value to Savings

In most cases, the unit cost of energy will be based on the servicing utility's energy rate schedules at the time the project is implemented. The unit cost of energy that will be used in calculating energy cost savings must be defined in sufficient detail in the contract to allow calculation of savings using each of the factors that affect cost savings.

These factors include items such as (for electric bills) kWh saved, kW saved, power factor, kW ratchets, and energy rate tiers.

Baseline Adjustments

Adjustments are required if energy usage changes due to factors beyond our control, such as the following:

- Weather
- Variation in scheduled work days
- Changes to a building envelope
- Increases or decreases in square footage
- Increases, decreases, or shifts in the hours a facility is occupied
- Changes in the number of occupants
- Changes in space usage

NEES uses the following process to adjust the baseline to account for factors such as weather and facility-use changes:

- Baseline adjustments will be agreed upon with the customer prior to completion of the IGA.
- Agreed upon baseline adjustments will be used during the term of the contract.
- The calibrated results from the modeling/utility bills become the baseline data and are input into a monthly spreadsheet (typically covering a one year period).
- Future adjustments due to weather and/or facility changes are accounted for by use of factors (such as cooling/heating degree days, provided to NEES through the National Weather Service, for the actual period; square footage additions/reductions, obtained from the facility records, etc.). These factors are applied, through ratios, to the monthly baseline energy; or the baseline simulations are re-evaluated.

- Reports are issued with the results, explanations, formulas, and references.
- A NEES M&V engineer visits the site monthly, reporting on any modifications to equipment, operating hours, occupancy, etc.
- Computer models or calculation are re-run to adjust baselines on an annual basis.

Measurement and Verification Plan

Sample (M&V) Methodologies

Sample M&V methodologies for ECMs we have recommended for similar projects are as follows.

- Lighting:** Typically, unless there are other interactive ECMs being installed, the M&V plan is based on FEMP Option A, and is applied to lighting retrofit ECMs with pre- (baseline) and post-measurements of kW and light levels for a statistically valid sample. Run hours are based on data gathered during the analysis phase. Power measurements are conducted for pre- and performance periods. Option A also is used for occupancy sensor and/or daylighting ECMs. Run hour measurements are conducted for pre-and performance periods. Measurements are based on a statistically valid sample.
- Water:** For water conservation ECMs, FEMP Option A is applicable due to the ability to measure the gallons for the water devices. Operational parameters, such as run times and usage patterns are based on data gathered during the analysis phase, which would include information from on-site interviews and short-term data logging or measurements, as appropriate. Over the term of the project, pre-selected fixtures are inspected and measured.
- HVAC:** The M&V plan is based on the FEMP M&V Guidelines Option B or Option C, depending on the need or ability to isolate an ECM. Option B is applicable for measuring equipment energy use and efficiencies for central plant upgrades or DX equipment where ECMs are isolated. Option C is applicable where interactive ECMs are implemented. The short-term measurements use appropriate recording meters for both the baseline and post conditions. These measurements include electricity or gas usage, flows and temperatures (process and outdoor). Adjustments are based on established indoor temperature/process setpoints, and weather-related outdoor temperatures (based on heating/cooling degree days).

Past Experience with Specific ECMs

When developing the Investment Grade Audit (IGA) and associated scope of work, the NEES team will first meet with the customer to identify areas of concern and obtain input. The ECMs

proposed for implementation will then be evaluated for their economic viability and operational impacts. The table below outlines the ECM categories we typically address, followed by specific examples of where we have provided these services.

Description	Specific Experience
<p>Chiller plant improvements</p>	<p>Our experience includes school districts, hospitals, and federal facilities, such as Forney ISD, City of Odessa, NASA Kennedy Space Center and Patrick Air Force Base, along with State/Local agencies, such as FL Department of Corrections and Miami International Airport.</p> <p>Chillers: small (<100 ton) to large industrial type (4,000 tons); air-cooled, absorption, water-cooled; reciprocating, scroll, screw, centrifugal, magnetic bearing compressors; single to multiple compressor machines; hermetic and open compressors; and low temperature duty to ARI conditions.</p> <ul style="list-style-type: none"> • Conversion of standalone buildings to central plants and constant flow systems to variable flow • Mission critical systems with redundancy • Chiller plant control systems • Primary/secondary pumping systems with open and controlled cross over bridges
<p>Building automation systems (BAS)/ energy management control systems (EMCS)</p>	<p>Our experience includes school districts, hospitals, municipal, and federal facilities, such as Mount Pleasant Independent School District, Muenster Independent School District, Pampa Independent School District, Miami-Dade Public Schools, Viera VA Medical Clinic, Patrick Air Force Base, Miami International Airport, City of Odessa and Indian River County. We have also evaluated this ECM for Amarillo VA Medical Center and Big Spring VA Medical Center.</p> <ul style="list-style-type: none"> • Open protocol systems, such as BACnet or LonWorks • Front end, I/O devices, unitary control units, scheduling and alarm software, wireless or wired network • Demand control ventilation systems with CO2 sensors and motorized dampers
<p>HVAC</p>	<p>Our experience includes school districts, hospitals, municipal, and federal facilities, such as Mount Pleasant Independent School District, Muenster Independent School District, Pampa Independent School District, City of Odessa, Miami-Dade Public Schools, Viera VA Medical Clinic, Patrick Air Force Base, Miami International Airport, and Indian River County. We have also evaluated this ECM for Amarillo VA Medical Center and Big Spring VA Medical Center.</p> <ul style="list-style-type: none"> • Replacing air handling units • Outside air improvements and humidity control • Conversion of constant volume systems to variable volume • Conversion of direct expansion systems to central plant systems
<p>Lighting improvements</p>	<p>Our experience includes school districts, hospitals, municipal, and federal facilities, such as Mount Pleasant Independent School District, Muenster Independent School District, Pampa Independent School District, Calhoun Independent School District, Forney Independent School District, Groesbeck Independent School District, City of Odessa, Miami-Dade Public Schools, Viera VA Medical Clinic, Patrick Air Force Base, Miami International Airport and Indian River County. We have also evaluated this ECM for Amarillo VA Medical Center and Big Spring VA Medical Center.</p> <ul style="list-style-type: none"> • Lighting retrofits with T8 and T5 fluorescents

<p>Building envelope modifications</p>	<p>Our experience includes school districts, hospitals, municipal, and federal facilities, such as Mount Pleasant Independent School District, City of Odessa, Viera VA Medical Clinic, U.S. Coast Guard, and Lake City VA Hospital, and State/Local agencies, such as FL Agency for Persons with Disabilities.</p> <ul style="list-style-type: none"> • Roof replacement • Insulation improvements • Caulking/weatherization • Window replacement
<p>Boiler plant improvements</p>	<p>Our experience includes municipalities such as the city of Odessa, federal facilities, such as NASA Kennedy Space Center and Patrick Air Force Base, along with State agencies, such as FL Department of Corrections and FL Agency for Persons with Disabilities.</p> <ul style="list-style-type: none"> • Boilers ranging in size from 300 to over 3,000 MBTUs, including system decentralization • Steam trap replacement, re-insulation of piping and dual fuel systems • Mission critical systems with redundancy • Reducing hot water/steam needs by converting process equipment to direct fired, replacing with more efficient equipment and/or converting equipment to utilize lower temperatures, where applicable
<p>Chilled water, hot water and steam distribution systems</p>	<p>Our experience includes school districts, Forney Independent School District, Miami-Dade Public Schools and Lee County School District, State/Local agencies, such as Miami International Airport, Miami-Dade County, and Indian River County, and federal facilities, such as NASA Kennedy Space Center and Patrick Air Force Base.</p> <ul style="list-style-type: none"> • Primary and primary/secondary chilled/hot water piping improvements • Steam trap replacements • Constant speed pumping to variable speed pumping • Piping insulation
<p>Electric motors and drives</p>	<p>Our experience includes school districts, such as Miami-Dade Public Schools and Lee County School District, State/Local agencies, such as Miami International Airport, Miami-Dade County, and Indian River County, and federal facilities, such as NASA Kennedy Space Center and Patrick Air Force Base.</p> <ul style="list-style-type: none"> • Replace motors • Install variable frequency drives
<p>Refrigeration</p>	<p>Our experience includes glycol based storage systems for food storage and HVAC applications for school districts such as Morgan Mill Independent School District.</p>
<p>Distributed generation</p>	<p>Our experience includes school districts, such as Sarasota County School District, State/Local agencies, such as Miami-Dade County, and federal facilities, such as NASA Kennedy Space Center and Patrick Air Force Base. Diesel, natural gas and propane fired generators</p> <ul style="list-style-type: none"> • Demonstration fuel cell units
<p>Renewable energy systems</p>	<p>Our experience, and the experience of our affiliates, includes utility scale projects for solar PV, wind, and combustion gas turbines throughout the U.S. and non-utility scale for federal, state, and local customers (such as Patrick Air Force Base ground source heat pumps, pilot size solar PV for Mount Pleasant Independent School District, and solar domestic HW for correctional facilities).</p> <ul style="list-style-type: none"> • Solar PV

	<ul style="list-style-type: none"> • Solar domestic hot water • Combustion gas turbines • Ground source heat pumps • Wind farms
Energy/utility distribution systems	<p>Our experience includes school districts, such as Calhoun Independent School District, Morgan Mill Independent School District, Broward County School District, State/Local agencies, such as Miami-Dade County, and federal facilities, such as NASA Kennedy Space Center and Patrick Air Force Base.</p> <ul style="list-style-type: none"> • Transformer installation • Gas piping • Power quality services • Thermal scanning
Water and sewer conservation systems	<p>Our experience includes municipalities such as the City of Everman, school districts, such as Lee County School District and Broward County School District, State/Local agencies, such as Miami-Dade County and FL Department of Corrections, and federal facilities, such as Patrick Air Force Base</p> <ul style="list-style-type: none"> • Standard low flow and ultra-low flow water closets and urinals • Low flow faucets and shower heads • Flush/usage controls to limit usage per hour • Irrigation controls to reduce over watering, both from a soil/plant condition and precipitation and/or conversion to using re-claimed water from the water treatment facility
Electrical peak shaving/load shifting	<p>Our experience includes municipalities such as the City of Midlothian federal facilities, such as NASA Kennedy Space Center and Patrick Air Force Base, along with State/Local agencies, such as FL Department of Corrections and Miami-Dade County, and our own FPL Miami District Cooling Plant.</p> <ul style="list-style-type: none"> • Thermal energy storage (TES) – ice and chilled water • Load control
Energy Cost Reduction through Rate Adjustments	<p>Our experience includes school districts such as Forney Independent School District, Groesbeck Independent School District, federal facilities, such as NASA Kennedy Space Center and Patrick Air Force Base, along with State/Local agencies, such as FL Department of Corrections and Miami-Dade County, as well as private customers and universities.</p> <ul style="list-style-type: none"> • Rate schedule changes • Billing and meter auditing recommendations • Lower cost supplier (non-regulated utilities)
Energy related process improvements	<p>Our experience includes federal facilities, such as NASA Kennedy Space Center, along with State/Local agencies and school districts, such as Miami-Dade County and Miami-Dade County Schools.</p> <ul style="list-style-type: none"> • Recycling/trash compacting • Industrial process improvements
Commissioning	<p>Our experience includes school districts, hospitals, municipal, and federal facilities, such as Mount Pleasant Independent School District, Muenster Independent School District, Miami-Dade Public Schools, Viera VA Medical Clinic, Patrick Air Force Base, Miami International Airport, and Indian River County.</p> <ul style="list-style-type: none"> • Commissioning services - Our program follows a systematic process to ensure all building systems perform interactively according to the intent of the design and are capable of delivering the energy savings guaranteed.

<p>Advanced metering systems</p>	<p>Our experience includes federal facilities, such as Patrick Air Force Base and Cape Canaveral Air Force Station.</p> <ul style="list-style-type: none"> • Advanced metering
<p>Appliances/ plug-load reductions</p>	<p>Our experience includes school districts, such as Broward County School District and Lee County School District, State/Local agencies, such as Miami-Dade County, as well as private customers and universities.</p> <ul style="list-style-type: none"> • Plug load timers • Energy Star products • Vending machine misers

Incentives and Rebates

NEES will support customers in taking full advantage of energy rebates and incentives. Our team has specific experience in the power, energy, and utility industries, and is capable of providing the customer with resources to engage local utilities to ensure all available incentives are captured. Reduction in utility rates can be a significant source of cost savings and may impact the viability and payback of proposed ECMs. Specific examples of our team’s expertise that will apply directly to this proposal include:

- Development and field application of utility incentive and rate programs
- A history of successful negotiations with regional utilities to increase incentives and gain advantages in distribution and metering configurations
- Maximize savings associated with kWh and kW reduction under varied rate options

The evaluation process administered by our team requires preliminary design and competitive bidding of technical options. Each option is then evaluated by determining net costs, including available rebates, compared against project savings. Best economic alternatives demonstrate lowest life cycle costs and minimized maintenance. In all cases, technologies are vetted in advance through evaluation by on-site personnel for application within educational facility environments.

Our experience has shown that utility incentive caps can often be negotiated, technical requirements are often flexible, and payout terms can vary. These provisions may well dictate which measures are determined to be most cost-effective for the project.

When evaluating renewable energy options, the NEES team will also include an evaluation of utility net metering program provisions that may be available at the various sites. This provision with local utilities will allow the application of renewable generation with retail-based credits (full retail rates) for kWhs generated in excess of internal consumption.

Guaranteed Savings

NEES performs annual savings reconciliations. Based on the annual report and reconciliation, shortfalls to the savings number will be addressed and paid. All aspects of our Savings Guarantee will be mutually agreed upon by all parties prior to contract execution. M&V is performed throughout the guarantee term. This verification of the value of savings will continue to confirm project performance and accountability for the guaranteed savings.

In over 30 years of managing performance contracts, we have never missed a savings guarantee.

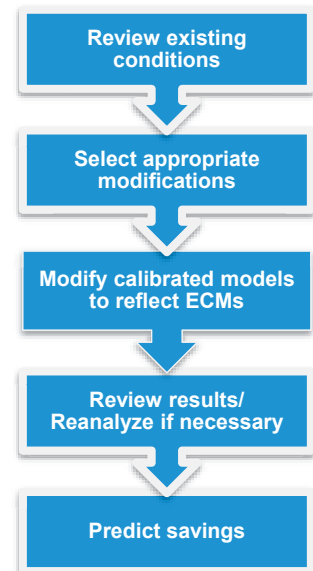
Operational savings are evaluated during the audit phase and any savings that are deemed applicable, measurable, and real will be guaranteed. Situations that would void the guarantee include, but are not necessarily limited to, a change in the use of the building from a school to some other function, privatization of the facility, or removal of the equipment included in the analysis and guarantee.

Measured specific guarantees are used by NEES for quantifiable energy and operational reductions. We follow the Federal Energy Management Program (version 3) Protocol, which provides the guidelines and rules for the measurement of savings used by ESCOs throughout Texas.

Savings Calculation Process

Our team measures, calculates, and reports on energy savings using the following process:

- Review of existing conditions from the audit(s)/data collection.
- Select appropriate modifications, based on our engineers' experience, operation/maintenance requirements, aesthetics, anticipated life-cycle costs and facilities operational needs.
- Modify calibrated models (or create models, as stated above) to reflect proposed ECMs (such as equipment change-out, lighting modifications, run time hours, etc.).
- Review results for soundness, by comparing predicted savings with existing data, etc. Reanalyze, if necessary.
- Predicted savings (a result of the baseline energy/power consumption minus the predicted ECM energy/power consumption).



Actual savings are determined as a result of the adjusted baseline results minus the post ECM M&V results. We have in place a number of savings guarantees for school district customers, including Texas TIPS members Muenster ISD and Mount Pleasant ISD.

Stipulated savings can be used in limited and mutually approved situations. These may include certain behavioral modifications such as turning off light switches, computers, keeping thermostats at programmed levels, and other mutually agreed upon behaviors.

Our pricing will be developed in collaboration with our clients and the cost/savings relationship will be in compliance with state statute.

Safety

Safety is an important value at NEES and at NextEra Energy. We have a long history of commitment to safety, and we continue to pursue improved safety results. With this goal, an ambitious zero-injury vision, known as **ZERO Today!**, was implemented. Just as it sounds, our company-wide goal is the elimination of injuries, both at home and at work, wherever we live, work, or play. In many ways, the zero-injury vision is the natural evolution of our safety culture.



To ensure that all customer safety issues are addressed, NEES provides a site-specific safety manual for the construction project. We hold daily safety briefings and designate a project manager to act as the safety officer who is responsible for observing and correcting any unsafe behavior. The NEES Construction Project Manager or Site Superintendent has the authority to stop work if unsafe behaviors are not corrected.

All of our construction managers have completed OSHA 30-Hour training and have received certificates. Also, every subcontractor working on our projects is required to follow the NEES safety manual and procedures.

Safe Construction in Schools

When working in educational environments, we coordinate design and construction teams in order to maintain schedules, while limiting disruption to normal school operations. Our reputation is built on over 30 years of safe operations, professional etiquette, and work site cleanliness policies. We have successfully implemented many school projects without any OSHA recordable incidents.



At NextEra Energy, we're obsessed with keeping our approximately 13,900 employees safe, and our **ZERO Today!** safety vision is intended to help us do so. In 2013, we had our best year on record as measured by our OSHA recordable rate for illnesses and injuries.

Benefits to the Customer

NEES has performed hundreds of energy audits, as well as implemented millions of dollars in design work, project development, and construction, for a diverse range of customers, including school districts. The greatest benefit NEES provides our customers is our ability to seamlessly design and implement all aspects of a turn-key energy savings performance contract, including design, construction, hiring and management of subcontractors, O&M, training, and post-installation M&V. Our robust project management approach leads to one outcome - **delivering what we promise**. In fact, in Over 30 years of designing and implementing energy conservation projects, we have never missed a savings guarantee.

As an example of our successful project approach, we have provided a brief summary of a completed project for a TIPS member school district, Mt. Pleasant Independent School District (TX).

Project Scope: This project began with a comprehensive feasibility study of existing equipment for nine K-12 schools, encompassing 20 buildings. Although some of the HVAC systems were reaching the end of their life-cycle, school budgets were limited and no funds were available to replace these aging systems.

Solutions: We designed and implemented a project that replaced aging equipment, improved the classroom environment, and reduced the financial risk to Mt. Pleasant ISD. The school district will save both energy and money, while giving students and faculty brighter light levels, improved classroom comfort, and increased security. Project design, analysis, construction was completed after hours and during semester breaks to limit disturbances in the classroom and downtime in critical areas.

Installed ECMs included:

- Building management system upgrade
- Roof replacement
- High efficiency DX air conditioners
- Solar PV
- Boilers and cooling towers
- Lighting retrofit
- Pumping upgrades

Results: This project will save Mount Pleasant ISD more than 262,291 kWh each year, which translates into a savings of **more than \$634,000 over the 15 year period.**

Warranty Information

NEES offers warranties on all parts and labor for all ECM installations, and will also provide extended warranties through its service department and/or manufacturers, if requested. We will repair and make good any and all defects in the work covered by a warranty, without expense to the customer, and without unreasonable delay.

Lighting system warranties may include:

- 1 - 5 years on lamp housing (fixtures only)
- 2 - 4 years on lamps (lamps only)
- 5 - 10 years on ballasts (ballasts only)

Plumbing systems warranties may include:

- 5 - 10 years on lavatory, water closet, and shower valves (parts only)

Mechanical system warranties may include:

- 5 - 10 year extended warranties for chillers, generators, and Variable Speed Drives

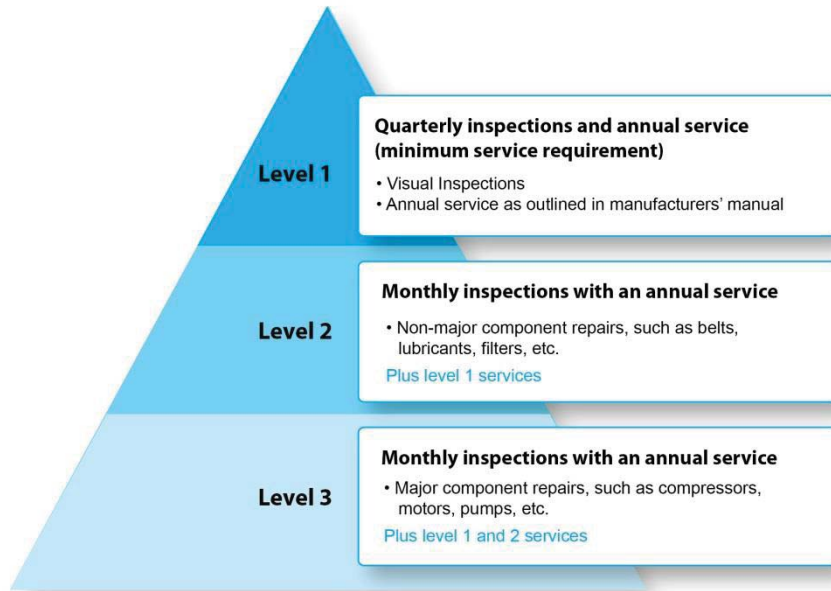
In addition to standard and extended warranties, NEES offers various preventative maintenance programs.

Maintenance

Under a guaranteed performance contract, the equipment is under the ownership of NEES until final acceptance. At the time of final acceptance, equipment ownership is then transferred to the customer; maintenance services responsibility is also transferred at that time, depending on the specifics of the project and contract agreements. NEES also has the capability to perform maintenance services.

When selected to execute a maintenance contract, we will be responsible for maintaining the approved ECMs, as well as any other equipment directed by the customer, ensuring the highest level of continued energy efficiency and system capability. NEES offers three levels of maintenance contracts as depicted on the following page:

Three Maintenance Plan Options: Customers can select the appropriate level of service to ensure installed equipment is properly maintained.



These contracts can be tailored to the specific equipment installed and the requirements of the customer. Items that might be covered are:

- Controls
- Compressors
- Fans
- Pumps
- Variable Frequency Drives (VFDs)
- Motors

Vendor and Subcontractor Selection

Vendor Neutrality

NEES is vendor neutral regarding equipment and will work with customers to determine the best solution and manufacturer for your needs. Our vendor neutral approach to equipment and material will **maximize best value** and **cost savings** for TIPS members. We ensure that any manufacturer's products we use are developed according to local, state, and federal code requirements, along with any additional special needs or requirements that may be requested by the customer.



Because NEES evaluates and selects equipment based on technical performance and customer preference, we continuously evaluate our procurement strategies, thereby providing our customers with dependable high-quality products and labor at the best price. We directly purchase major equipment using the volume requirements of our parent company, which also provides customers with extra savings on items such as lamps, ballasts, chillers, solar panels, and boilers. This can help expedite the project schedule and improve product standardization, while simultaneously managing costs.

NEES has experience working with and using all major suppliers of energy conservation equipment and materials, while maintaining strong partnerships with OEMs and suppliers to meet our rigorous quality and service standards.

Subcontractor Selection Process

NEES employs the talent of small business entities, most often from the areas closest to the project site, for implementation of project design. We are committed to using small and local businesses in the build portion of our projects and strive to contribute to local job initiatives, thereby stimulating the local economy. To expedite the subcontractor selection process, we have developed supplier lists and databanks of small business partners across the country. Our solid supplier network, coupled with our customers' recommendations, form the list of pre-qualified subcontractors for each project. Potential subcontractors undergo review and approval by the project team in collaboration with the customer to ensure that selected subcontractors and vendors have a solid history of performance, meet the qualifications for the job and are in compliance with contract requirements.

Following is an overview of our standard subcontractor selection process:

Prioritize Local Contractors of Choice: NEES strives to engage qualified local contractors who meet our quality, safety and performance standards, demonstrate a solid work history, and a positive relationship with our customers and their staff.

Analyze Subcontractor Qualifications: Financial strength, past performance, references, and years in the industry are key criteria in the process. Partners with financial strength, positive credit rating, excellent references, and past work history are evaluated continually in accordance with each project opportunity.

Include Small, Disadvantaged, Minority/Women-owned Businesses: Qualified small, MWBE and/or disadvantaged licensed businesses, subcontractors, and vendors, are included in the selection process. Contracting with these entities supports the local community and small business base.

Analyze Bids: NEES invites pre-qualified subcontractors to bid on a set of engineering and scope of work documents. We review bids and narrow down the potential subcontractors to those who will best fulfill the project requirements. This includes meeting, or exceeding, the initial construction schedule in terms of time and staffing resources.

Select Best-Value Contractor: After weighing key qualification criteria and pricing proposals, we will review our findings and collaborate with the customer to select a subcontractor(s).

Minority Business Enterprise Plan

NEES will undertake the following efforts to ensure that Minority Business Enterprise (MBE) concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

Outreach efforts to obtain sources:

1. Contact minority along small business trade associations.
2. Contact business development organizations and local chambers of commerce.
3. Attend MBE procurement conferences and trade fairs.
4. Review sources from the Small Business Administration (SBA).
5. Utilize newspaper and magazine ads to encourage new sources.

Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs.
2. Establish, maintain, and utilize MBE source lists, guides, and other data for soliciting subcontractors.
3. Monitor activities to evaluate compliance with the overall subcontracting plan.
4. Additional efforts:
 - (a) Dividing contracts into smaller lots, when possible, to create projects that allow for the bonding capability of MBEs.
 - (b) Providing specifications, plans, and drawings to all of our listed MBE firms to increase potential participation.
 - (c) Developing realistic bid schedules with the maximum amount of lead-time to allow more of the MBE firms to submit offers for subcontracting.
 - (d) Maintaining a growing list of pre-qualified MBE vendors.
 - (e) Managing procedures to ensure timely payments to all MBE participants.
 - (f) Ensuring our employees maintain knowledge of the MBE program requirements and take all reasonable actions to increase MBE participation in subcontracts.

FINANCIAL STABILITY

NEES has excellent financial resources and a broad range of experience in obtaining financing for our customers, including construction financing, capital leasing, and municipal lease structures. Projects financed have included the educational, municipal, federal, and corporate sectors. All of this translates into the lowest possible interest rates and the best possible financial agreement for our customers.

Our parent company, NextEra Energy, Inc. (NYSE: NEE) is investment grade delivering \$17 billion dollars in annual revenue and maintains a very strong balance sheet which allows us to have one of the strongest credit ratings in the industry. You can be confident that you are working with a company that possesses the strength, continuity, and financial stability to be a long-term partner. For more information regarding our financials, please see below:

NextEra Energy, Inc. Corporate Credit Rating	Moody's	S&P	Fitch
	Baa1	A-	A-

- **General financial information:** <http://www.investor.nexteraenergy.com/>
- **Annual reports:** <http://www.investor.nexteraenergy.com/reports-and-filings/annual-reports>
- **Audited financials:** <http://www.investor.nexteraenergy.com/reports-and-filings/sec-filings>

NextEra Energy's financial reporting encompasses all associated subsidiaries; standalone reports are unavailable

Bonding Ability

Relevant information about NextEra Energy's bonding capacity is provided below.

Surety Company: Fidelity and Deposit Company of Maryland (F&D),
F&D is rated "A+" (Superior) with a financial size category of XV (\$2 billion +) by AM Best.
Capacity: \$200,000,000
Surety Broker: Aon Surety
Aon Risk Services Central, Inc.

Financing Mechanisms, Sources, and Types of Financing

We have arranged for financing for over \$340M (FPLES + GNES) in energy projects driven by energy savings for a variety of entities including federal, municipal, and state agencies, and

private companies. These financings have varied in term from 7 years to as long as 19 years. In all of these cases, we have obtained quotes for financing from three different lenders in order to ensure the customer is getting a competitive rate. NEES will provide the lender quotes to the customer and once the customer has selected a lender, NEES will assist the customer in completing the financing.

In addition to ensuring a competitive rate, NEES' approach is to finance the project via an escrow funding so that the finance rate is locked at the start of construction. This traditional approach allows for construction funding so that the customer never has to go out of pocket and can rely on the savings from the demand side management (DSM) measures to cover any debt service payments after the completion of construction.

Much like its approach in regard to the equipment to be installed, NEES is lender neutral-looking purely for the best rate and structure for its customers. Further, if the customer has a specific lender they prefer to use we will include that lender in the financing bid process.

NEES has worked with a variety of lenders for its projects including Bank of America, Capital One, Chase, Government Capital Corporation, and Suntrust. We also have a group of smaller lenders that will bid on our projects and have assisted in the financing of the energy savings projects.

In the municipal or tax exempt market, we have arranged for the financing, via these various sources, for approximately \$250M in projects with savings guarantees as required by statute. These financings cover 44 different projects for a variety of end users (including several school districts and various city, county and state agencies) and, in most cases, involve a master lease document between the lender and the end user or tax exempt entity. As noted, the project will require a savings guarantee and with its strong track record on project performance (since 1996, the various energy savings projects have experienced actual savings at 115% of the expected or guaranteed savings level) and with an A- rated parent standing behind the guarantee, NEES can provide the assurance that its customer will achieve positive cash flow from the energy savings measures.

Some of the projects financed and completed in the past few years are outlined below:

Project	Finance Amount	Term (Yrs)	Lender
Lee County Schools	\$5,900,000	10	Suntrust
Mount Pleasant ISD, TX	\$7,201,000	15	Guaranty Bank & Trust

APD, State of Florida	\$3,400,000	16.5	Bank of America
Pampa ISD, TX	\$4,290,000	15	Government Capital
Miami-Dade County (Miami International Airport, Terminal 2)	\$11,000,000	12	CitiCapital
City of Odessa, TX	\$3,300,000	15	Local Funding
Miami-Dade County (Miami International Airport Terminal 3)	\$32,000,000	14	Bank of America
Brevard Community College	\$4,800,000	10	United Financial
Martin County Corrections	\$2,400,000	10	Suntrust
Manatee County	\$12,500,000	19	Suntrust
DOC Phase 3, State of Florida	\$14,000,000	15	Capital One

With extensive experience in the energy savings field, a strong track record of performance and a large stable of investors to finance the projects, NEES is well-positioned to implement, finance, and monitor energy projects for TIPS members.

REFERENCES

NEES' experience includes Over 30 years of delivering performance contracting services. We have provided details on past performance related to projects that demonstrate our experience with a variety of ECMs such as chiller/boiler replacement and retrofits, lighting retrofits, occupancy sensors, water conservation, and mechanical system improvements that were implemented in K-12 schools.

Each project was implemented while the schools were occupied and operating normally. Our successful implementation of these projects demonstrates our ability to handle every aspect of a performance contract, regardless of size or complexity, with minimal disruption to classroom schedules. Our approach is systematic and repeatable for any type of ECM. All ECMs were developed using our thorough IGA methodology, incorporating energy modeling and a bundled approach that maximized the efficiency of the installed measures.

All of our projects in Texas have been Guaranteed Savings Performance Contracts. Our experience in Texas includes:

- Mount Pleasant ISD, which implemented multiple projects valued at \$7,500,000 combined
- Muenster ISD, which completed a project worth nearly \$300,000
- Pampa ISD, which implemented multiple projects valued at approximately \$4,300,000 in total
- Forney ISD, which implemented a \$4,600,000 project
- Calhoun County ISD, which is implementing a lighting project valued at \$2,700,000
- City of Everman, TX, which is implementing a lighting and water metering project worth more than \$1,300,000

Pampa Independent School District

Ms. Tanya Larkin

A: 1233 North Hobart, Pampa, TX 79065 4700 | P: 806-669-4700 | E: tanya.larkin@pampaisd.net



CASE STUDY
 Pampa Independent School District

Friday Night Lights Get Brighter, Days Get Cooler



Total Savings:

Over \$3.4MM

over the life of the 13-year contract

\$41,633

Exceeded Planned Savings
in just the first four years

CHALLENGE

In the early 1900's, Pampa Independent School District was the sixth largest school district in Gray County. Over the span of a century, the school district became the heart and soul of the Pampa community. But despite their rich history, over time Pampa ISD felt the inevitable deterioration of infrastructure in their schools. Even with major construction projects and building additions throughout the decades, it was clear many key systems, such as the HVAC and football stadium lighting, were reaching the end of their life-cycle.

Having just undertaken major renovations and refurbishments to the high school in 2006, which included a new gym, library, cafeteria, commons area, administrative offices, and a new science wing, it was evident school budgets were limited. However, without upgrading the existing infrastructure throughout the schools, the District would not only lose optimal classroom comfort, conducive to a great learning environment, but continue to experience ever-increasing utility and maintenance costs.

Project Phases

PHASE 1

Seven facilities with more than 167,000 sq. ft.

Over 100 HVAC systems replaced in less than 60 days

PHASE 2

Three schools with facilities totaling more than 500,000 sq. ft.

Project Benefits

ANALYSIS

Through a partnership with Gexa Energy Solutions, Pampa ISD was able to get a comprehensive audit of existing equipment for the entire school district. This consisted of seven school facilities, as well as the cornerstone of every Texas school district, the football field and track.

After thoughtful consideration, the District decided to implement cost-effective measures centered around HVAC and temperature control replacements. Lighting retrofits were also a focal point throughout the schools, including brand new stadium lighting.


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HVAC
LIGHTING

Project Benefits

- ▶ Reduced operational energy and utility expenses
- ▶ Freed up capital for other critical improvements
- ▶ Decreased service and upkeep expenses
- ▶ Provides a safe and comfortable in-door environment


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City of Everman

Sussanne Helgesen, Finance Director, City of Everman

212 North Race Street, Everman, TX 76140 | P: 817- 293-0525 | E: shelgesen@evermantx.net



CASE STUDY

City of Everman

City of Everman overcomes water loss and gains significant water and energy savings

Total Savings:

Over \$2.2MM

20-Year Projection

CHALLENGE

When the City of Everman realized it was losing millions of gallons of water monthly they turned to NextEra Energy Solutions and put their tax dollars to work. Mr. Michael Gunderson, Everman City Manager, explained, "Like many small cities with limited resources, some of our processes remained somewhat antiquated (i.e. our water meter reading). Additionally, we had never evaluated our use of electricity. After I explained to NextEra Energy Solutions how three city workers spent up to a week reading our water meters, and how clumsy and inaccurate the process was to post those readings, they presented a proposal."

First-Year Savings

Over \$86,000

\$65,733
In Water Meter Revenue



\$2,700
In Water Meter Savings

\$15,093
In Lighting Energy

\$2,876
In Lighting Maintenance

ANALYSIS

In an effort to help the residents of Everman, NextEra Energy Solutions conducted an analysis of the City's water meters and electrical consumption. "NextEra's proposal noted they could fix our meter reading process, reduce electrical energy consumption and pay for it with our savings. It showed by replacing old meters plagued by diminished reading accuracy, and installing an auto-read meter system, could result in significant savings. NextEra also recommended replacing all city lighting with LED lighting fixtures, (again, paying for itself with reduced kWh consumption), and they even arranged for financing," noted Mr. Gunderson.


+


WATER

LIGHTING

RESULTS

After putting the project to vote, and being approved by city council, NextEra Energy Solutions installed 1,968 new water meters throughout the city, which allowed them to read all of the meters in one day, and reduce labor costs overall. In addition to the new accurate-reading water meters, NextEra Energy Solutions retrofitted several city facilities with LED lighting technology. The project recovered more than \$70,000 in lost revenue and saved nearly \$18,000 in operating costs.

"Today, we can read our meters in one day and in any weather. The labor savings is huge. And with same day readings every month, our data is more accurate, consistent and we have fewer customer complaints. The LED lighting reduced our electric invoices from around \$20,000/month to an average of \$16,000. That savings pays over one half of our total annual loan payment," said Mr. Gunderson.

By working with NextEra Energy Solutions and both **saving resources and measuring more accurately**, the City of Everman has saved substantially on energy consumption and water loss over time.

NextEra Energy Solutions, LP #F-16031

NextEraEnergySolutions.com | 855.639.8158

Forney Independent School District

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CASE STUDY
 Forney Independent School District

Innovation through Education and Illumination



Initial Savings
(First 15 months):

\$418,449

Total Savings
(15 years):

\$6,864,113

CHALLENGE

At Forney Independent School District, their slogan is "Inspiring Students Through Innovative Education." So it was no surprise when they began looking for "innovative" ways to upgrade facilities, reduce their energy consumption and lower energy costs throughout the district. In order to align their schools with their forward thinking, they also required funding, which is always a challenge for school districts.

ANALYSIS

The Gexa Energy Solutions team evaluated a majority of Forney ISD's facilities, which included 28 buildings. By performing a comprehensive assessment of the existing equipment, Gexa developed a scope of work for each facility. Some of the proposed implementations included retrofitting the existing lighting systems, as well as occupancy sensors, both designed to reduce energy consumption. Other implementations included a chilled water loop modification at the high school, which allows for isolation of certain portions of the school during unoccupied hours. Heating, ventilation and air conditioning (HVAC) equipment upgrades included replacing aged rooftop units (RTU) and direct expansion (DX) split systems with new high efficiency equipment. The District's building automation system (BAS) was enhanced and expanded, allowing for improved monitoring and control of the air conditioned spaces, and geared toward energy efficiency.

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  +
 

LIGHTING
HVAC
BAS

Project Implementations

- ▶ Interior and exterior LED lighting upgrades
- ▶ LED parking lot lighting upgrades
- ▶ Building control system improvements
- ▶ HVAC system replacements
- ▶ Chilled water system modifications

District Benefits

- ▶ Improved lighting and eliminated over-lighting
- ▶ Increased comfort level for students and faculty
- ▶ Reduced overall energy consumption
- ▶ Savings will pay for 100% of the project
- ▶ Energy conservation incentive
- ▶ Delivered positive cash flow


RESULTS

By implementing these measures, the District has cleared the way to eliminating excessive maintenance, reducing their energy consumption and saving money year over year. Students and staff are now greeted with well lit, comfortably air conditioned classrooms and the administration now has the ability to monitor and manage their facilities with ease. Finally, with the savings more than paying for the investment, the District's cash flow was improved. The ultimate result is an environment conducive to education, which is a testament to collaboration and innovative thinking.

Gexa Energy Solutions, LLC #F-16231

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CASE STUDY

Illinois Galatia School Lights Up with Energy Efficiency Project

"We knew a lighting upgrade would have a direct and immediate impact not only on student classrooms and teacher offices, but on energy costs. This was one project that would create budget savings and enhance the quality of learning."

MR. SHAN CRANK
Superintendent, Galatia Community School District, IL

Galatia CUSD #1 significantly improved its learning environment:

- 60-125%** increase in lumen output
- 39%** decrease in electricity usage
- \$1,994** per year in energy savings

About NextEra Energy and the Illinois Energy Consortium

Through the Illinois Energy Consortium, almost 600 school districts and community colleges in Illinois have teamed up to purchase electricity supporting more than 10 million students. Since the consortium's inception in 2009, the consortium has helped school districts improve their energy efficiency. NextEra Energy Solutions, a subsidiary of NextEra Energy Services, offers comprehensive and sustainable services, including a specialized construction project management

CHALLENGE

At Galatia Grade School, students, teachers, and parents are the very life of the building. So when it comes to caring for the place that provides education and community, district administration makes it a high priority.

After some time visiting the classrooms and offices at Galatia Grade School, Mr. Shan Crank, Galatia Community School District, IL Superintendent, couldn't help but notice that the lighting was poor. Unlike other student learning environments, rooms were increasingly more dim. Upon further discussion with building maintenance staff, he learned that the school's lighting fixtures were outdated - most 18 and 112 fluorescent technology - original to the building's construction.

"Walking into the classrooms I couldn't help but notice a general yellow hue, and in some rooms, dark spots. Looking up, I could tell the lighting was outdated," said Mr. Crank.

Mr. Crank knew the lighting had to be upgraded. He had heard stories where LED technology reduced energy costs for other schools while simultaneously providing a significantly better lit environment in which to learn - two of his primary objectives. Wondering about his options, he turned to NextEra Energy Solutions, the district's energy services partner with the Illinois Energy Consortium, to learn more.

ANALYSIS

After some discussion and an investment-grade site audit, NextEra Energy Solutions provided the District with lighting recommendations, savings analysis and financing options to consider.

Financially, the decision to upgrade the lighting was not an easy one. As with any school, budgets were tight and project lists ran deep. But for Mr. Crank and the School Board, it kept coming back to the students and teachers - and the importance of the learning environment.

RESULTS

Given budget priorities, the District decided to divide the lighting upgrade into two phases, with the Grade School classrooms and offices done in phase 1. After just three days of project work over the summer, phase 1 of the lighting upgrade was complete.

By replacing and re-lamping the grade school's offices and classrooms, students, teachers and district administration can't help but notice the difference.

"The new lights are incredible! We've heard numerous comments from the community on the brightness and clarity of the rooms. Our maintenance staff is also happy to be freed up to tend to other repairs."

NextEraEnergySolutions.com | 708-525-4426



CASE STUDY
Medical Clinic

Lighting the way for even better patient care

Total Savings:

\$28,508 and 340,287 kWh
Each Year

CHALLENGE

Deep in the heart of Houston and for nearly a century, one clinic has been helping patients bravely overcome anxiety, depression, trauma and various complex mental illnesses. In order to properly care for their patients and keep the clinic a comfortable and effective environment, appropriate lighting is crucial to patient recovery and their overall well-being. Research shows that an adequate amount of light improves mood and energy levels, while poor lighting contributes to depression and other deficiencies in the body. This is why it was especially important for this metropolitan clinic to reexamine their current lighting throughout the facility.

ANALYSIS

Gexa Energy performed an analysis to better understand the clinic's electricity usage while identifying high-cost factors. In order to reduce energy consumption, all ten of the clinic's buildings were examined during an extensive audit by the engineering team. As a result, of the audit, recommendations were made to implement a lighting retrofit and re-lamp. The facility manager made the strategic decision based on budget limitations to utilize Gexa's Integrated Efficiency™ (IE) program as a way to complete their lighting improvements with no out-of-pocket costs. This energy and maintenance savings would be used to cover the project expense and provide the clinic with a five-year payment plan on their utility bill, without the burden of up-front expenditures. Gexa Energy began working with an in-house engineer to create a custom energy management plan including an electricity efficiency contract.

RESULTS

Once the plan was approved, LED lighting was retrofitted to improve the clinic's energy usage. The project re-lamped and retrofitted most of the existing light fixtures, and replaced or re-lamped exterior architectural to improve functionality. Over the course of the project, the energy improvements would save the clinic \$28,508 and 340,287 kilowatt hours each year. Through the guidance and support from Gexa Energy, this Texas clinic reduced their energy usage and saved substantially on their electricity bill. However, what the clinic gained most was creating the optimal environment for their patients and creating some light, even on the darkest of days.

Comprehensive Lighting Plan

LED lamps, tubes, and retrofit kits were implemented with a focus in the following areas:

- Outdoor walkway light fixtures
- Parking lot double-head pole light fixtures
- Driveway single-head pole light fixtures
- Building exterior canopy lights
- Interior common area and office area 2x4 prismatic fixture
- Exterior lighting controls


Benefits

- Save on overall electricity usage
- No up-front costs
- Transition to LED lighting saves 340,287 kWh annually, drastically reducing carbon emissions into the atmosphere

Gexa Energy LP #10207

GexaEnergy.com | 855-699-8158

Mt. Pleasant Independent School District	
Scope	This project began with a comprehensive feasibility study of existing equipment for nine K-12 schools, encompassing 20 buildings. Although some of the HVAC systems were reaching the end of their life-cycle, school budgets were limited and no funds were available to replace these aging systems.
Solutions	We designed and implemented a project that replaced aging equipment, improved the classroom environment, and reduced the financial risk to Mt. Pleasant ISD. The school District will save both energy and money while giving students and faculty brighter light levels, improved classroom comfort, and increased security. Project design, analysis, construction was completed after hours and during semester breaks to limit disturbances in the classroom and downtime in critical areas.

	<ul style="list-style-type: none"> • Installed Utility Cost Reduction Measures (UCRMs) included: • Building management system upgrade • Roof replacement • Solar PV • Lighting retrofit • High efficiency DX air conditioners • Boilers and cooling towers • Building management system upgrade • Roof replacement • Solar PV • Pumping upgrades 	 <p><i>Equipment upgrades, like these new cooling towers, will result in lower energy consumption and lower O&M costs for the District.</i></p>	
Project Size	Phase 1: Three K-12 buildings totaling 745,606 square feet Phase 2: 11 buildings (5 schools) Phase 3: Remodel of existing elementary school		
Contract Value:	Phase 1: \$3,496,650	Phase 2: \$4,055,350	Phase 3: \$549,324
Year Completed	Phase 1: 2012	Phase 2: 2013	Phase 3: 2013
Contract Term:	15 years		
Contact	Judd Marshall, Superintendent 105 North Riddle, Mount Pleasant, TX 75456-1117 P: 903-575-2000 ext. 1012 E: jmarshall@mpisd.net		
Calhoun County Independent School District			
Scope	<p>This project began with a comprehensive feasibility study of existing equipment for 17 K-12 facilities. The methodology used to analyze lighting Utility Cost Reduction Measures (UCRMs) for each of the District school facilities was a multi-step process, which began with gathering information regarding the facilities original construction documents, surveying all of the buildings in order to verify how they were constructed, renovated, and maintained as compared to the original construction documents' design intent. Utility history billing data was provided and meter locations and service was verified during site visits. Data gathered at the site was then input into spreadsheets to accurately model the lighting energy consumption and energy demand for each lighting system in each building. The spreadsheets were then modified to reflect the impact of each proposed lighting UCRM, with the change in energy consumption and demand quantified, and applied to current electrical rates to determine the cost savings. Finally, research of District historical maintenance costs along with interviews of District personnel allowed NextEra Energy Solutions to identify the amount of maintenance savings to be achieved.</p>		

<p>Solutions</p>	<p>The District is currently in the process of implementing a large-scale lighting replacement and renovation program to reduce utility consumption and save money.</p>	
<p>Project Size</p>	<p>11 schools/17 buildings</p>	
<p>Contract Value:</p>	<p>\$2,698,925</p>	
<p>Contract Term:</p>	<p>25 years (Turn-key)</p>	
<p>Contact</p>	<p>Joe Hernandez, Director of Facilities 525 N. Commerce St., Port Lavaca, TX 77979 Phone: 361-552-6848 E: hernandezj@calcoisd.org</p>	
<p>Muenster Independent School District</p>		
<p>Scope</p>	<p>This project included a comprehensive feasibility study of existing equipment for five (5) facilities: Administration Building, 3rd-4th Grade Building, Field House, Gymnasium, and High School. The remaining school buildings within the District were scheduled for demolition and replacement; consequently, no effort was required in the analysis of the remaining facilities.</p>	
<p>Solutions</p>	<p>Various UCRMs were evaluated based on need, taking factors such as age, current performance, impending maintenance costs, and owner input into account. The UCRMs that produced the best financial performance balanced against the highest need were ultimately recommended. The school district will save both energy and money while giving students and faculty brighter light levels, improved classroom comfort, and increased security. Project design, analysis, construction was completed after hours and during semester breaks to limit disturbances in the classroom and downtime in critical areas.</p> <ul style="list-style-type: none"> • Installed UCRMs included: • Lighting retrofit • Lighting occupancy sensors • High efficiency DX replacement <p>Programmable thermostats</p>	 <p><i>Programmable thermostats offer advanced occupancy functionality, providing</i></p>
<p>Project Size</p>	<p>Five facilities totaling 57,575 square feet</p>	



Contract Value:	\$294,763
Year Completed	2021
Contract Term:	13 years
Contact	Steven Self, Superintendent 135 E. 7th Street, P.O. Box 608, Muenster, TX 76252 P: 940- 759-2282 E: sself@muensterisd.net

SUPPLEMENTAL INFORMATION

NEES has a commitment to employ the talent of small and local business entities in the area closest to this project site. We will strive to contribute to local job initiatives, thereby stimulating the local economy, while remaining cognizant of our Social and Environmental responsibilities. We employ local small businesses for the same reasons that we support community events and institutions at both the corporate and employee levels - it is not only good for the communities where we live and work, it also makes good business sense. Local businesses understand the nuances of their counties and the local school districts, as well as local permitting procedures. This practice helps minimize any learning curve for subcontractors involved in the project.

ESG - Triple Bottom Line Benefits of Performance Contracting

Social: NEES has a strong commitment to compliance practices and corporate social responsibility. The NEES team works to provide winning energy solutions that meet the unique and critical high-performance needs of our customers without compromising their operations and the well-being and comfort of their staff.

Environmental: Our energy conservation projects have helped public and private facilities save more than \$180 million, reducing electricity consumption by more than 1.5 million MWh and water consumption by more than 4.7 billion gallons -- enough energy to power more than 123,800 homes for one year and enough water to fill 7,820 Olympic-size swimming pools.

Economic: Our energy management solutions are designed to help customers meet day-to-day and long-term energy management goals as well as boost the local economy by using local subcontractors and sourcing materials locally whenever possible. A clean-energy investment strategy developed and implemented by NEES will be an engine for job growth in the community.



Sustainability

As part of the NextEra Energy family, we are uniquely positioned to develop innovative energy strategies that reduce costs and help achieve your sustainability goals. Our commitment to sustainability is a fundamental part of how our company does business. We have long believed that, if we consistently focus on delivering superior operational performance and on meeting the

needs of our customer, we will be able to sustain superior growth. At NextEra Energy, environmental excellence means being a responsible steward of Earth's resources. These include the air, water, and land we all enjoy. It also means being a careful conservator of life in all its forms, and the natural habitats and ecosystems that sustain it.

Being good stewards of the air we breathe means producing cleaner energy. We achieve this in our business in four ways:

- Developing, building, and operating zero-emissions renewable energy generation.
- Retiring and modernizing older, less efficient fossil generation facilities.
- Developing and building modern, efficient, state-of-the-art, clean generation natural gas plants, as well as upgrading our zero-emissions nuclear power centers to produce more energy.
- Installing the best available environmental controls to dramatically lower air pollutant emissions.

Our history demonstrates that sustainability is encoded in our DNA. From traditional and innovative energy conservation measures to renewable energy solutions, NEES builds solutions and creates possibilities that meet customers' needs today and tomorrow.



We are passionate about generating clean, renewable energy, while protecting the environment and giving back to the community.

Jim Robo, CEO | NextEra Energy Inc., 2020 ESG Report

A common element throughout our family of companies is a commitment to environmental excellence and sustainability, which is outlined in the NextEra Energy, Inc. ESG report. At NextEra Energy Services, we aim to always incorporate environmental stewardship into the design, construction and operation of our renewable energy projects.

2021 ESG Report

https://www.nexteraenergy.com/content/dam/nee/us/en/pdf/2021_NEE_ESG_Report_Final.pdf

Utility Conservation Awareness

NEES recognizes that a successful energy conservation program not only includes improvements to the infrastructure but an education of the facility users relative to the impact of energy conservation. The users (administration, staff, faculty, students) of the district facilities must take enthusiastic ownership of the energy conservation program. This ownership is generated through an energy conservation education program.

Our energy education program was developed to increase each user's understanding of energy management, motivate them to maintain energy reduction objectives, and encourage policy and programs that best enhance utility conservation management practices. The program is designed to increase energy conservation behavior so that facilities users fully understand the impact of their actions or lack of action. Energy conservation awareness will allow our customers to thoroughly interact with NEES, while simultaneously deriving maximum value from the energy conservation measures we provide.

Because behavioral savings are subjective and are dependent on individuals becoming fully engaged in change, we propose to include energy awareness and behavioral savings as **additional savings** that can translate into real energy conservation. However, these savings would not be included in the financial cash flows or payback analysis and therefore would not be part of the guarantee portion of the Performance Contract.

Education Initiatives

The NextEra Energy family of companies is committed to providing educational programs. Whether it's energy conservation programs, discussions in grade school classrooms, or nuclear science training at universities, NextEra Energy companies are passionately committed to education.

NextEra Energy Education Programs for K-12 students and teachers include:

- Energy Conservation Show: A 25-minute live theatre show about energy conservation (for K-5 grade students)
- Educational Funding Opportunities: Matching donations for science fairs, science competitions, and energy teacher grants
- Other Education Programs: Curriculum material, teacher workshops, and solar education stations

Similar initiatives can be explored with TIPS members to tailor appropriate education curriculum.



SUMMARY

NEES is a national company with local roots in the communities we serve. With several regional offices located across the southeast, including local offices in Texas, NEES is a leader in providing solutions for our customer's toughest challenges.

For Over 30 years, NEES has been providing our customers innovative, cost-effective solutions for conserving energy and water, improving the reliability of their energy services, and financing energy projects, establishing a history of long-term multi-phase relationships with many clients, including school districts, counties, cities, and municipalities.

Our parent company, NextEra Energy, has a long-standing commitment to Texas. With hundreds of employees in Texas, NextEra Energy is No. 1 in wind generated energy in North America, the largest generator of solar power in the U.S. and the No.1 wind generated energy producer in Texas.

A strong management focus, best-in-class customer service, and staying ahead of new and emerging trends in energy conservation and technologies are the driving forces behind NEES. We stand ready to build on our past successes to help TIPS members implement cost-effective, sustainable solutions for the next era.