

TIPS VENDOR AGREEMENT

Between Willdan Energy Solutions and _____
(Insert Company Name)

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”) made and entered into 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 the TIPS Vendor. 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”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

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 normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. 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, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. 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.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract 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 Supplemental 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. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional 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. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, 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.

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 tips@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.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name Willdan Energy Solutions

Address 5500 Democracy Dr., Suite 100

City Plano State TX Zip 75024

Phone 210-383-5348 Fax n/a

Email of Authorized Representative kwagner@willdan.com

Name of Authorized Representative Kevin Wagner

Title Business Development Manager


Signature of Authorized Representative 

Date FEBRUARY 17, 2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/24/2022

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
Willdan Performance Engineering
Willdan Group, Inc.
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

Willdan Performance Engineering Information

Contact: Chris Gaddy
Address: 5500 Democracy Drive
Suite 100
Plano, TX 75024
Phone: (903) 521-9325
Email: cgaddy@willdan.com
Web Address: Www.willdan.com

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

Chris Gaddy

Signature

Submitted at 2/18/2022 1:03:56 PM

cgaddy@willdan.com

Email

Requested Attachments

Agreement Signature Form

Vendor Agreement Form.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

Confidential Status.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

Energy Performance Contracting Insert_National.pdf

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.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

W-9 Form_Willdan Energy Solutions.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.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

Willdan EEaaS.pdf

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

All Other Certificates

No response

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

TIPS ESCO - Willdan Response.pdf

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

Willdan Logo_4C.jpg

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

Cert of Corporate Offeror.pdf

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.

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	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p>Yes</p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p>No response</p>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>We believe in helping organizations and their communities evolve and thrive as resources and infrastructure change. Willdan is a leading, nationwide provider of trusted, comprehensive solutions that are supported by our talented team of experts and advanced software applications. We design and deliver proven solutions to improve efficiency and resiliency in: Energy and Sustainability, Engineering, Program Administration, Design-Build and Energy Performance Contracting, Financial, Economic, and Strategic Planning, and Software, Emerging Technology, and R&D.</p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p>Kevin Wagner</p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p>Business Development Manager</p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p>kwagner@willdan.com</p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>2103835348</p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
11	<p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
12	<p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <p>Chris Gaddy</p>

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Business Development Manager"/>
1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="cgaddy@willdan.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9035219325"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jackie Leach"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="jackie.leach@willdan.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5032018485"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Mary Ann Vincent"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="mvincent@willdan.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5038607491"/>

2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.willdan.com"/>
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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. <input type="text" value="No response"/>
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2 6	Primary Address Primary Address <input type="text" value="5500 Democracy Drive, Suite 100 + 130"/>
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2 7	Primary Address City Primary Address City <input type="text" value="Plano"/>
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2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
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2 9	Primary Address Zip Primary Address Zip <input type="text" value="75024"/>
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3 0	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.) <input type="text" value="engineering, design, construction, energy, energy savings, energy conservation, guaranteed savings, turn-key, benchmarking, EaaS"/>
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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? <input type="text" value="Yes"/>
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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.

**3
8** **Years in Business as Proposing Company**

Years in business as proposing company?

**3
9** **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).

**4
0** **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.

**4
1** **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.

**4
2** **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.

4 **Suspension or Debarment Instructions**

7

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.

4 **Suspension or Debarment Certification**

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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.

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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?

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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?

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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?

5
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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?

5
9

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 1 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 2 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?

6
3

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.

6
4

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.

6
5

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

8

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

9

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?

**7
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.

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)

8
1 Solicitation Deviation/Compliance

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

Yes

8
2 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.

No response

8
3 Agreement Deviation/Compliance

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

Yes

8
4 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.

No response

8
5 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.

AMENDED

OPTIONAL INFORMATION REQUESTED

It has come to my attention that the correct name for the below process is Energy Efficiency as a Service (EEaaS)

I have modified the below document to use this commonly accepted term.

Additional Information Requested Regarding Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)

Vendors ***are not*** required to respond to the additional request for information related to Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) and qualifications to provide same.

Failure to respond to this additional information request for Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) will have **NO BEARING** on the evaluation of your qualifications to provide offer Energy Savings Performance Contracting (ESPC).

If it is later determined that governmental procurement of Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) is permitted, TIPS will timely issue a legally sufficient solicitation to address that need. All information gathered here will be used to aid TIPS in the solicitation process for contracts with companies that provide ESaaS.

Texas statutes do not specifically address **Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)** however TIPS recognizes that it is an option offered by many vendors that also offer Energy Savings Performance Contracting (ESPC).

Please provide in a separate sheet(s) or document if your company offers ~~ESaaS~~ EEaaS and how that service is offered to governmental entities. Please provide your detailed information related to your company's qualifications and your process as it relates to ~~ESaaS~~ EEaaS and governmental customers. Please list existing governmental customers currently contracted with you for ~~ESaaS~~ EEaaS. Please provide details on how this model is structured, how it differs from ESPC and how a governmental entity would benefit from ~~ESaaS~~ EEaaS as it compares with ESPC.

You may utilize the Confidentiality Form included in the RFQ to declare this information confidential if you choose to. Final determination of confidentiality of any information provided to TIPS as a department of the Texas governmental entity Texas Education Service Center Region 8 is at the discretion of the Texas Attorney General and subject to Texas Government Code §552. See <https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>

References

TIPS RFQ 220104 Energy Savings Performance Contracts

Insert Company Name

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
Trinidad School District 1	Bonnie Aaron	Bonnie.Aaron@trinidad.k12.co.us	719-680-0242
Coffeyville Community College	Jeff Morris	morris.jeff@coffeyville.edu	620-252-7177
City of Dublin	Laurie Sucgang	laurie.sucgang@dublin.ca.gov	925-833-6630
Pueblo School District 70	TJ Vinci	tvinci@district70.org	719-296-6546
Entiat School District	Miles Caples	mcaples@g.entiat.k12.pa.us	509-888-5174
Camas School District	Jessica Beehner	jessica.beehner@washougalsd.org	360-954-3010
Wishkah Valley School District	Don Hay	dhay@wishkah.org	360-532-3128 x1110

City of Lawrence	Diane Stoddard	dstoddard@lawrenceks.org	785-832-3413

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: Willdan Energy Solutions
(Name of Corporation)

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

named as OFFERER herein above; that

Kevin Wagner
(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
Business Development Manager

(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

Kate Nguyen, SECRETARY
SIGNATURE

2/15/2022
DATE

Required Confidential Information Status Form

Willdan Energy Solutions

Name of company

Kevin Wagner, Business Development Manager

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

5500 Democracy Drive, Suite 100 Plano TX 75024

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  Date FEBRUARY 17, 2022



March 3, 2022

Re: **Willdan Energy Solutions: Bonding Capacity Letter**

To Whom It May Concern,

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")¹ to provide surety bonds for **Willdan Energy Solutions**. During that time they have completed and we have bonded projects in the amount of \$100,000,000.00/single and \$250,000,000.00/aggregate range for a wide variety of owners.

It is our opinion that **Willdan Energy Solutions** is qualified to perform projects within this scope. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between **Willdan Energy Solutions** and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Travelers has not ever paid-out for any claims.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Travelers Casualty and Surety Company of America



Marina Tapia, Attorney-in-Fact

¹ Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XV (2.0 Billion or greater).

A.M. Best's rating of A++ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of May 23, 2014, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On MAR 03 2022 before me, Edward C. Spector, Notary Public, personally appeared Marina Tapia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledgment to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

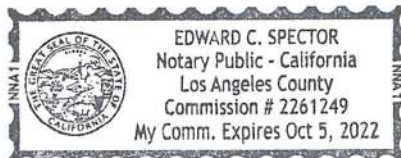
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature



Edward C. Spector, Notary Public





**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 **Marina Tapia** of **LOS ANGELES**, **California**, 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 **3rd** 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.**



Proposal to: **The Interlocal Purchasing System (TIPS)**
Lead Agency: **Region 8 Education Service Center**

Request for Qualifications
RFQ 220104 Energy Savings Performance Contracts

February 18, 2022

Table of Contents

References 1
Project Management 6
Successful Experience with ESPCs 14
Staffing/Personnel 15
Financial Strength/ Bonding Capacity 21
Other Information..... 22
Optional Information Requested: Energy Efficiency as a Service (EEaaS)..... 25





References

Please provide references that have entered into an Energy Savings Performance Contract with the proposer. Ability to successfully complete projects on time and to customer satisfaction.

As a nationwide provider of engineering and energy solutions, Willdan develops and implements turnkey projects for K-12, local government, higher education, healthcare, and other clients. We are committed to developing a partnership with our clients, and long-term client relationships and multi-phased projects confirm our ability to deliver projects on time and to customer satisfaction.

For nearly 60 years, our team has been providing professional services to public and private sector clients. With over \$1.1 billion in revenue over the past three years, we have provided energy audits, engineering services, and project implementation to clients across the country. We are experienced in analyzing and updating a range of systems, including smart technologies, water systems, lighting, HVAC, EV, solar, wind, battery storage, and more.

Our Financial Services team is one of the largest public sector financial consulting firms in the nation and has worked with more than 800 cities, government, and other agencies. We finance projects through multiple vehicles including internal funding, bonding, debt financing, lease-purchase agreements, energy performance contracts, incentives, and grants. To date, Willdan has secured over \$2 billion in project financing utilizing many financial vehicles.

Willdan's expertise allows for a single point of contact throughout the project process – development, engineering, financing, implementation, and verification. By utilizing an in-house staff of design and construction management professionals, we provide all services needed to fully develop project scope, procure subcontractors, secure fixed cost-pricing, manage onsite implementation, and coordinate and provide all post-construction support, training and warranty services. **Willdan takes full responsibility for the project outcome – providing our clients with the best in turnkey project delivery.**





Trinidad School District 1, Colorado

The Willdan Team worked alongside the administration and community stakeholders of Trinidad School District 1 for 3 years to develop and secure the BEST Grant and voter-approved bond issues used to fund the complete renovation of Trinidad Middle School. The project began with collaborative development of a holistic strategic plan to address maintenance, comfort, and infrastructure. Willdan combined its civil, mechanical, electrical, and energy-efficiency engineering capabilities to develop the projects. The projects will make the schools more energy efficient, upgrade the building infrastructure, and enhance the educational environments with improved air and light quality and new smart classroom technologies.



Budget: \$15.5M

Dates: 2019-2021

Contact: Bonnie Aaron, Bonnie.Aaron@trinidad.k12.co.us , 719-680-0242

“Willdan developed a long-term infrastructure strategy to guide our facility upgrade recommendations, including design and construction oversight. They helped us get to the root of our issues instead of offering a temporary fix that would cost more money in the long-run.”

Dr. Bonnie Aaron, Superintendent of Trinidad School District No. 1

Pueblo County School District 70

Pueblo County School District 70 has worked with Willdan since 2016 to develop and implement comprehensive infrastructure projects across the district. Willdan conducted an investment grade audit (IGA) and EPC for energy-efficient and core infrastructure facility improvements across 23 buildings, including 19 K-12 schools. Our project team led all aspects of the projects, including the development of a holistic 15-year master plan, design, bidding, construction management, commissioning, M&V, and funding procurement. Willdan collaboratively developed projects with stakeholders at the District that strategically leveraged energy-saving project scopes to fund extensive and all-encompassing capital improvements in the district. These EPC projects included districtwide measures such as LED lighting, controls expansion and optimization, and retro-commissioning to improve performance of existing equipment. Willdan continues to work with Pueblo Schools on the district’s next phase of work, projects that Willdan helped the district prioritize using the developed master plan.



Budget: \$14.6M

Dates: 2018-2020

Contact: TJ Vinci, tvinci@district70.org , 719-296-6546

“(Willdan’s) team of professionals and project managers worked closely with our facilities staff and district administrators to truly understand the district’s short-term and long-term goals ... As we confidently moved in the Investment Grade Audit and design, the project continued to reflect our feedback and goals, down to the equipment preferences, system selections, and inclusion of local-based contractors for project implementation.”

Monte Montez, former Director of Facilities & Special Projects for Pueblo County School District 70





Entiat School District, Washington

Willdan contracted with the Entiat School District to upgrade the HVAC systems, building envelope, and other upgrades. We worked collaboratively with the District to develop a bond budget for this project. We were able to secure utility incentives to offset the financial impacts of these upgrades.

Improvements included new packaged heat pumps, controls upgrade and integration, security vestibule and keyless entry, office area reconfiguration and remodel, new LED lighting in offices, interior paints and finishes, and new domestic hot water heaters.

The work is nearing completion and we have been able to increase the scope while reducing costs by securing competitively priced subcontractors, who have performed outstanding work.

Budget: \$5.4M

Dates: 2021-2021

Contact: Miles Caples, mcaples@g.entiatsschools.org ,509-888-5174

PROJECT HIGHLIGHTS

- Roof insulation
- HVAC – New VRF system with DOAS and heat recovery, and new packaged heat pumps
- Controls upgrade and integration
- Low-E double-pane windows
- Security vestibule and keyless entry
- Office area reconfiguration and remodel
- LED lighting in offices
- Interior paints and finishes
- New domestic hot water heaters

“We have been very pleased with our project with Willdan. They have been outstanding partners who have communicated extremely well throughout the process. Willdan was able to maximize the scope desired well within the budget constraints. With any future projects we will certainly work with Willdan again. I would highly recommend anyone with an upcoming project to seriously consider Willdan.”

Miles Caples, Superintendent, Entiat School District

Camas School District, Washington

Willdan has completed numerous projects for Camas School District since their partnership began in 2012.

Our recent project comprised of a diverse set of scope items, including retrocommissioning direct digital control (DDC) systems, adding variable frequency drives (VFDs) to motors, HVAC unit replacements, LED lighting upgrades, a vehicle washing water reclaim system, and a boiler replacement. The upgrades were completed in nine schools across the District.

Our team worked with the District to address operational changes to these facilities as a result of the COVID-19 pandemic. Lighting and HVAC controls were adjusted to account for unoccupied spaces.

Budget: \$2.6M

Dates: 2019-2019

Contact: Jessica Beehner, jessica.beehner@washougalsd.org ,360-954-3010

PROJECT HIGHLIGHTS

- HVAC upgrades
- Adding VFDs
- Retrocommissioning of DDC systems
- LED lighting
- Boiler replacements
- Water reclaim system

“We have worked with three different companies, and I definitely would recommend Willdan for other energy related projects based on their accurate calculation and project management expertise. I also appreciate that they are not selling a product and choosing a product is based on performance not preference. The entire Willdan Team did a great job managing all aspect of the project.”

Heidi Burkart, Operations Coordinator, Camas School District





City of Dublin, California

As part of a city-wide energy efficiency and resiliency project currently in construction, 22 intersections in Dublin are receiving backup power sources. These lithium-ion and fuel cell systems will ensure major intersections do not lose power during outages. This project was developed in conjunction with the City's Climate Action Plan and their Emergency Operations Plan. Collaborating with the City, Willdan created a path that leveraged guaranteed utility savings to pay for larger energy infrastructure upgrades.

The City of Dublin sought a comprehensive partner to help meet their short- and long-term goals. Developing a master plan for the City was needed for them to make informed decisions on phasing and prioritization. Initial efforts leveraged the quicker payback scopes like LED lighting and controls retrofits to help pay for larger replacement items like HVAC package units across the city.

We also developed several microgrid projects to keep the City's critical systems operational during a blackout while shaving peak utility demand charges. Many of the city's parks and ballfields had antiquated lighting and irrigation. The lighting had poor coverage, quality, and consumed a lot of energy. A modernized system was designed with photometrics to optimize output and saving a large amount of energy.

Scope and benefits include:

- 1.4 MW solar across 10 sites
- Solar & battery systems at 4 sites (microgrids)
- Building & park stadium LED lighting
- Citywide HVAC & controls upgrades
- LED streetlighting
- Traffic signal battery backup (22 intersections)
- 37 EV charging stations (City fleet and public use)
- \$430,000+ in rebates and incentives
- Nearly \$700,000 in annual savings

Budget: \$21.2M

Dates: In construction

Contact: Laurie Sucgang, laurie.sucgang@dublin.ca.gov ,925-833-6630





City of Lawrence, Kansas

Willdan served as the ESCO Prime Consultant, Builder and Engineer of Record for the City of Lawrence’s Facilities Conservation Program. This City needed upgrades for many city-owned buildings within a limited budget including, core infrastructure improvements, installing new boilers and chillers, and updating control systems and lighting. Our team took a creative approach to find a solution for the City that incorporated the environmental impact and measured energy savings. This successful project is providing \$578,000 in annual savings.



- Upgraded streetlights to LED
- Upgraded lighting to LED in 40 buildings
- Redesign and replacement of equipment at Indoor Aquatic Center to resolve humidity challenges
- Optimized HVAC system design, including implementation of 6 new boilers
- Designed and implemented new chiller solutions 2 facilities
- Installed 100kW solar PV array at Fire Station
- Replaced windows and roofs on multiple City buildings
- Upgraded sports field lighting to LED across all City parks
- Replaced dozens of packaged rooftop units and split systems
- Upgraded antiquated controls City wide

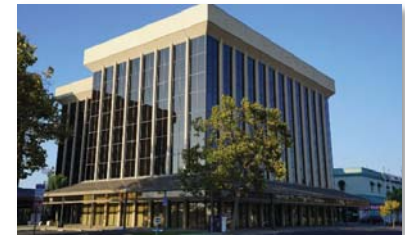
Budget: \$11M

Dates: 07/2017 - 07/2018

Contact: Diane Stoddard, dstoddard@lawrenceks.org, 785-832-3413

City of Stockton, California

The City of Stockton purchased the two waterfront office buildings in 2017 with the goal of transforming them into the future home of the collective City Civic Center. The existing buildings were very dated, and most systems were original to the 1970s construction. The retrofit and change-of-use projects were very complex, with strict budgets and milestones. With roughly 15 subcontractor trades working on the renovations, extensive planning was required to ensure an efficient construction timeline. The scopes of work were designed and engineered to meet the City’s long-term goals and needs.



Our team developed and designed a comprehensive overhaul for conversion of these office towers, and implemented upgrades to the HVAC, controls, lighting, and plumbing systems, as well as architectural interiors. We leveraged the energy savings to help fund the capital-intensive projects. This complex project was implemented with limited available funding from the City, and was supported by On-Bill Financing from the utility and State funding programs.

This project will produce an estimated \$670,000 in annual energy savings.

- HVAC & controls replacement, with retro-commissioning
- Comprehensive LED lighting and audio visual upgrades
- Lighting controls and daylight harvesting
- Security access controls systems
- Microgrids: solar PV and battery storage
- Plumbing retrofits

Budget: \$14.6M

Dates: 2018 – 2020

Contact: Gordon Mackey, Gordon.mckay@stocktongov.com, 209-937-8400





Project Management

Comprehensiveness and rationale of project management plan, based on :Approach to project management, including staffing and contractor- oversight


Project Management and Oversight

Clients need a knowledgeable and accountable partner with an integrated team that will work with them and guide them through a well-defined process. Willdan brings the experience and expertise necessary to collaborate with a client organization to define goals and prioritize needs, develop innovative solutions, and implement a project with guaranteed long-term performance.

Step One: Benchmark and Prioritize

Understanding a client's goals and needs is the first step to project success. Below we outline the collaborative process our project team follows to get to know you and your facilities. With experience working with clients of all sizes, we are equipped to scale this process to match the specific needs of your district.

Table 1. Willdan's approach to Benchmarking and Prioritizing

	BENCHMARK & PRIORITIZE BUILDINGS
Stakeholder Interviews	<ul style="list-style-type: none"> Engage district administration and board stakeholders in discussions to understand future capital plans and long-term goals. Engage site operating personnel in discussion to help identify major issues or potential capital improvements meriting further study.
Utility & Maintenance Analysis	<ul style="list-style-type: none"> Statistical analysis of a building's energy usage in relation to its square footage, benchmarking the results against results from other buildings of similar size and function. Review maintenance expenditures to identify major issues, regardless of energy index.
Site Operation & Schedule	<ul style="list-style-type: none"> Complete site walk-throughs to gather additional specific information on mechanical, electrical, plumbing, lighting, building envelope, and technology systems, and their current operation and schedules. Conduct as-built drawing and specification reviews, as needed.
B3 Benchmarking	<ul style="list-style-type: none"> Buildings, Benchmarks, and Beyond is Willdan's custom online tool that quickly and accurately identifies the buildings with the greatest potential for energy improvement – and maximum return on investment for the district.
Decision-Making Matrix	<ul style="list-style-type: none"> Evaluate each facility in the district with the following key inputs: opportunities for reduced energy and maintenance expenditures, B3 Benchmarking, capital priorities, and site/infrastructure imminent needs.
Building Prioritization	<ul style="list-style-type: none"> Discuss matrix results and develop priorities and project phasing, in collaboration with district officials.






Step Two: Evaluate and Recommend Solutions

IGA Phase I: Preliminary Scope Development, Cost and Savings

Our team understands that a successful turnkey project requires more than just installing new equipment. Clients look to us to identify long-standing facility challenges and to develop innovative, energy-efficient solutions to resolve those challenges. Our approach starts with looking holistically and identifying facility needs and savings opportunities, as well as opportunities to improve your operations. Improvements to occupant comfort, system reliability and resilience, eliminating lingering maintenance challenges, and upgrading antiquated systems are all considerations during project development.

In addition to infrastructure solutions, Willdan assists our clients in developing financial and budgetary solutions. Understanding what options are available to help pay for facility projects is a critical part of getting the work done, as is a clear understanding of how much a project will cost. Initial cost and savings analyses completed during this phase provide the information needed for district officials to determine the specific project scope to be developed in Phase II of a Willdan Investment Grade Audit (IGA).

Willdan's approach to evaluation and recommendations for an ESPC project.

	EVALUATE & RECOMMEND SOLUTIONS
ASHRAE Level 2 Audit	<ul style="list-style-type: none"> ▪ Establish existing equipment conditions and facility operations. ▪ Complete a detailed review of as-built drawings, data logging, and building automation controls trend analysis. ▪ Conduct additional staff interviews and comprehensive building walkthroughs.
Comprehensive Energy Modeling	<ul style="list-style-type: none"> ▪ Detailed building energy simulation based on exact building geometry, construction, and operation, utilizing the enhanced mode of eQuest. ▪ Energy models are calibrated to existing utility consumption and weather to ensure a highly accurate model.
Schematic Design	<ul style="list-style-type: none"> ▪ Develop preliminary sizing and layout of concepts. ▪ Use as the basis for cost estimates and energy savings estimates through energy modeling.
Life-Cycle Costing	<ul style="list-style-type: none"> ▪ Evaluate various equipment and system options to provide unbiased recommendations for informed decision-making. ▪ Include details of utility rate impact and the total cost over the system's lifetime.
Recommend Solutions	<ul style="list-style-type: none"> ▪ District officials and Willdan design engineers collaborate to refine scope and confirm project intent, leading to the detailed project design. ▪ Collaborative scope review ensures that Willdan's intensive engineering process in the next phase of IGA focuses on the district's highest priorities.






Step Three: Design and Final Pricing

IGA Phase II: Full Systems Design

Unlike traditional ESCO projects which require a signed contract before design work is complete, Willdan does all design work during Phase II of the IGA, before a construction contract. This practice allows us to deliver a guaranteed scope at the lowest cost.

Willdan's approach to Full Design and Fixed Pricing

	DESIGN & FINAL PRICING
Full Design & Specifications	<ul style="list-style-type: none"> ▪ <i>Unique to Willdan Approach:</i> Willdan engineers complete final system design, including schematics, technical specifications of performance, efficiency, and quality attributes of major equipment. ▪ Final construction documents include equipment layout, schedules, schematic design, duct, and piping routing, control diagrams, and sequences and are the basis for procurement.
Equipment Procurement	<ul style="list-style-type: none"> ▪ Product independence allows Willdan to use the district's preferred equipment manufacturers. ▪ Willdan solicits competitive bids for equipment and materials from qualified product vendors, with an emphasis on engaging preferred local vendors whenever possible.
Contractor Procurement	<ul style="list-style-type: none"> ▪ Willdan is committed to working with proven, local contractors to ensure that any investment into the district also benefits the firms that reside in your community. ▪ Full system design enables accurate competitive pricing ensuring the district is maximizing scope while staying within your defined budget. ▪ Transparent and collaborative selection allows Willdan and the district to arrive at the final selection of subcontractors that deliver the best value.
Secure Project Financing	<ul style="list-style-type: none"> ▪ Willdan can help facilitate competitive lease-purchase financing bidding, ensuring the district secures the lowest interest rate. ▪ Willdan has secured over \$1.3B in rebates, incentives, and grants to help pay for our client's project improvements.
ESPC Contract	<ul style="list-style-type: none"> ▪ Finalize a fixed fee proposal for a turnkey project that includes a detailed scope of work, energy savings guarantee, M&V procedures, and training responsibilities. ▪ Willdan is the only ESCO to complete full design before executing the ESPC contract, reducing the risk of unknowns for our clients, and resulting in better project outcomes.






Step Four: Implementation and Project Management

Our team understands the importance of minimizing disruption to classroom learning and the work of employees; consequently, we have developed strategies to manage the inherent complexity of K-12 facility projects. A well-planned start is essential to implementing a project correctly, efficiently, and on time. The Willdan team has helped complete turnkey energy-saving projects in over 1,000 K-12 buildings in the last ten years. Willdan's proven track record for ensuring organized project management and on-schedule implementation is based on the steps outlined in the table below --- clear processes incorporated into all of our construction projects.

Willdan implementation and project management approach

	PROJECT IMPLEMENTATION
Onsite Construction Management	<ul style="list-style-type: none"> Willdan's in-house construction manager is onsite for the entire implementation phase. The lead construction manager coordinates scheduling to minimize disruptions and maximize efficiency across the various trades implementing the project scope.
Project Management Plan (PMP)	<ul style="list-style-type: none"> Finalize requirements and procedures for implementation, safety plan, integration, commissioning, testing procedures, and communications plan. Clearly assign responsibility and develop a master schedule to maintain a common set of activities for project elements.
Weekly Coordination	<ul style="list-style-type: none"> Willdan's construction management and installing contractors meet with district staff weekly to discuss project progress. Meeting agenda includes maintaining critical path scheduling and information flow, reviewing routine quality control inspections, and addressing any issues.
Schedule	<ul style="list-style-type: none"> Willdan specializes in K-12 projects, with a proven track record of working around building occupancy requirements. We work to complete invasive work in summer months to avoid disruption to classroom learning. Willdan establishes accurate construction phasing and scheduling details using detailed design and through collaboration with District stakeholders and subcontractors.
Project Coordination	<ul style="list-style-type: none"> Willdan requires all trades to provide a three-week advance schedule for each weekly coordination meeting. The "look ahead" schedule is used as the basis for planning and communication with local utilities, subcontractors, equipment suppliers, and facility personnel.
Scope Changes	<ul style="list-style-type: none"> Willdan provides a fixed cost, turnkey ESPC contract. If a Willdan omission or error requires a change in scope, Willdan covers the cost of this change.
Iterative Fine-Tuning	<ul style="list-style-type: none"> Willdan's commissioning agents help finalize Cx procedures to be used during construction, including specific test procedures and responsible parties. Commissioning continues until systems perform to the comfort and efficiency standards set during design.






Step Five: Maximize Performance

Clear and Measurable Path to Savings

Because there are many ways to measure and verify a project, the M&V process is often the most confusing part of a performance contract. Willdan's approach is designed to provide a clear path to measurable and verifiable energy savings. We believe the only way to guarantee energy savings is by upfront due diligence - creating building energy models early in the design stage. Highlighted in the table below are the critical steps of Willdan's M&V approach.

	Performance Maximization
Develop M&V Plan	<ul style="list-style-type: none"> Criteria for M&V are established early during the project development process. Cost vs. benefits of various IPMVP methodologies for M&V tracking are weighed. A formal plan is created that reflects criteria established between the client and Willdan.
Reliable Savings Projections	<ul style="list-style-type: none"> An accurate baseline calculation is established utilizing historical utility data. Detailed energy models are created to reflect actual usage and impact of any changes. Energy saving guarantees are calculated using up-to-date utility rates.
Thorough System Commissioning	<ul style="list-style-type: none"> The commissioning team is involved throughout the construction process to identify and address issues that may arise. Iterative fine-tuning ensures the final operation/performance of each building system meets the client's needs in the most efficient manner possible.
Training and Long-term Support	<ul style="list-style-type: none"> Willdan develops a training program to ensure that the investment made in facility improvements can be operated and maintained by district staff. Thorough training for client staff is conducted onsite by contractors and Willdan staff. Willdan clients have access to our Performance Maximization Team who provides long-term support, ensuring that systems continue to operate as intended.
Money-Back Guarantee	<ul style="list-style-type: none"> Thorough design and accurate projections enable Willdan to stand behind our projects. Following the M&V plan, Willdan will provide reports detailing the project savings. If the project fails to produce the guaranteed savings, Willdan will write a check for the difference.

Approach to project management, including staffing and contractor oversight

In addition to the well-defined process described in the sections above, Willdan has a successful project management approach to establishing project teams. Utilizing in-house professionals, Willdan provides the necessary engineering and design services needed to fully develop project scope. Commissioning of installed systems is conducted by in-house certified staff who assure your systems are working as designed. The long-term performance of the project is monitored, improved, and communicated to the district by our measurement and verification professionals. These same individuals coordinate and provide all post-construction support, training, and warranty services. The success of your project is never left in the hands of unvested third-party engineers or consultants.

Willdan subcontracts the installation of physical improvements utilizing vetted contractors. Working with qualified, capable contractors is paramount in guaranteeing long-term project success. Willdan works with contractors that are free from product bias and will install the best products at the best price. Willdan's construction managers are onsite and take the responsibility of maintaining a single source of accountability for our clients. With all professional staff under one roof, construction managers seamlessly consult with engineers, ensuring clear communication with





subcontractors and the district throughout project implementation. Willdan stands behind all aspects of the project. This means that every component has the same turnkey guarantee for our clients.

Ability to successfully complete projects on time and to customer satisfaction.

Client Satisfaction and Timely Delivery

Willdan's project approach enables us to guarantee our clients a successful project. This client-centered approach ensures that the developed project meets client needs and that we can guide our clients through the process. Willdan's ability to complete a project to client satisfaction is demonstrated by the many long-term relationships we have established with numerous clients. In addition, every case study included as a project reference reflects a project completed on time and in-line with customer expectations.

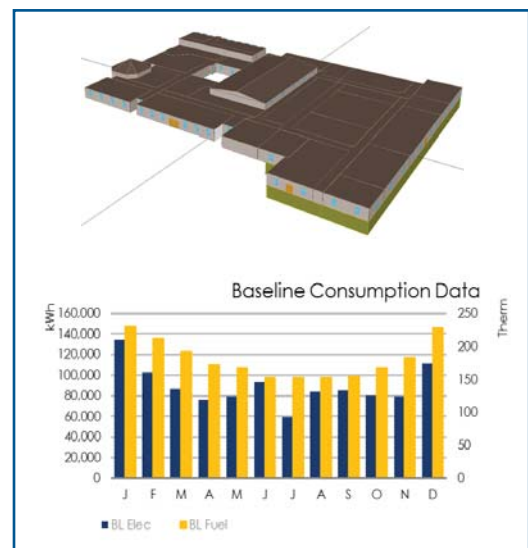
Method employed to establish baseline energy use in individual buildings and facility-wide

Establishing Baseline Energy Use

Willdan's process for establishing a baseline is straightforward and consistent. Our baseline calculation methodology accounts for all the variables that influence the energy profile of your facility: utility consumption, facility use information, weather data, and other information as may be necessary to describe the facility conditions. When we have accounted for baseline energy usage, we then have the foundation for our energy savings guarantee.

Due to our in-house engineering resources, Willdan is able to utilize Department of Energy software (eQuest) specifically designed to generate building energy models. These models take what are straightforward calculations and adds a level of precision only capable through the digital replication of the building, its existing systems, and the environment around it.

In the simplest terms, the baseline is the sum of the energy consumption and costs for a specific 12-month period (baseline year) prior to the installation of an energy efficiency project. The baseline year establishes the pre-retrofit conditions and can be used as the reference point for calculating energy savings performance. Importantly, we cross-reference weather data with utility usage to normalize the baseline and accurately account for seasonal fluctuations in temperature and weather. Detailed energy models are calibrated to reflect actual gas and electric usage of each space. Willdan's energy models enable our engineers to quantify the effects that changes to facility usage and the construction of additions/renovations can have on energy usage.



Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed

Measurement & Verification Methods

Methodology

Willdan understands that each of our clients has unique M&V goals and we use our in-house expertise to create a customized M&V plan that will accurately reflect the actual savings of your project. Willdan's approach to developing Energy Savings Guarantees is the most robust in the industry because we leave nothing to chance when we design and engineer a project. In addition, a Willdan project includes complete system commissioning, making sure systems perform as designed. Willdan's M&V approach is always consistent with the *U.S. Federal Energy Management Program (FEMP): M&V Guidelines* and we have experience with all IPMVP options.





For comprehensive facility improvement projects where multiple interactive improvements such as HVAC, lighting, and controls are incorporated into a project, **Willdan would recommend an IPMVP Option C – Whole Facility energy saving guarantee – to measure savings at the meter where it counts most. We prefer this approach because it provides the highest value and lowest risk to our clients.**

In determining which options are best for your project we will consider the needs of the district, individual facility considerations, and the scope of the implemented energy efficiency measures. The table below includes relevant examples of how Willdan has approached IPMVP Option measurement in past projects.

How Willdan approaches measurement for IPMVP options A-D.

IPMVP Method	Example Measures	Willdan Project Example
Option A Partial Retrofit Isolation	Water Conservation Lighting Retrofits	<i>Elihu Harris, CA:</i> Option A was used for the M&V approach for facility-wide plumbing retrofits, saving 494 Therms and 2,132 kGal annually. Measurement equipment isolated all relevant utility flows in the pre-retrofit and post-retrofit periods. The statistical sampling adhered to an 80% Confidence and 20% Precision measurement. Frequency of use was assumed based on actual building occupancy. Measurements are obtained once during the construction period, and once during the performance period.
Option B Retrofit Isolation	Renewable Energy	<i>King County, WA:</i> Option B was used for the M&V approach for a 104 kW roof-mounted solar photovoltaic (PV) system, with 98,250 kWh in guaranteed annual energy savings. The verified energy savings were determined by examining the output of the revenue-grade utility meter that was installed as part of the project to quantify the amount of electricity generated. The guaranteed annual energy savings are 98,250 kWh. The total annual guaranteed cost savings for this portion of the contract are \$6,957 based on the utility rates in effect at the time of the energy audit. Measurements continue for each year for the term of the contract guarantee.
Option C Whole Meter Measurement	Comprehensive MEP and Controls	<i>Pueblo County Schools, CO:</i> Option C was used for the M&V approach for 9 of the 22 sites addressed under this ESPC project, with total Option C guaranteed savings for electricity and fuel totaling \$525,505 annually. Due to the high degree of interaction between the deep mechanical and controls improvements, Option C was warranted. Utility bills are monitored monthly and normalized for weather to track savings, with a summary report completed annually. The tracking period is for multiple years, with the option to renew the contract after each year of the M&V period.
Option D Calibrated Simulation	Envelope Measures	<i>Roofs and Windows, Various Projects:</i> Entire facility roofs or window replacements often do not impact the overall annual energy consumption to a level that can be appropriately evaluated and measured directly at the meter. In these cases, Willdan relies on detailed energy models and computer simulations to calculate energy savings. The modeling and simulation results are recorded in the M&V report.

Verification

Willdan will provide M&V Reports detailing the savings generated from the implemented energy efficiency measures. Reports are customized and aligned with the M&V Plan; however, common details included are (1) electric performance relative to baseline period, (2) fuel performance relative to baseline period, (3) water performance relative to baseline period, (4) dollar expenditures relative to baseline period, (5) details of M&V methodologies employed, (6) overview of any baseline adjustments employed, (7) weather normalization data, and (8) explanations of any extraordinary factors or anomalies.





Willdan generally provides a minimum of three years of energy-savings M&V; however, some clients prefer an extended reporting period. Others appreciate an option to renew the M&V reporting at minimal cost annually. Our approach to M&V, as with other facets of our turnkey projects, is designed to be flexible and customized to the needs of each unique client.

Reimbursement Provisions

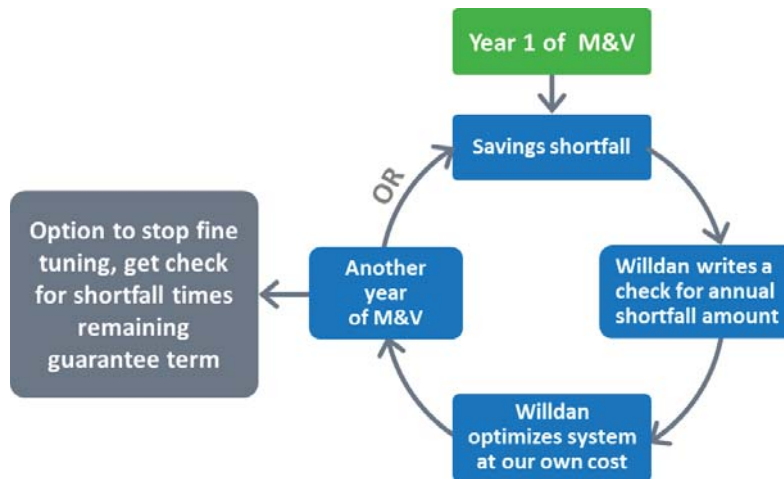
If a project implemented by Willdan fails to produce the guaranteed level of savings during the tracking period – typically the first 18 months after project construction – Willdan will write a check for the initial year of the guarantee. Willdan will then select one of two options for the remaining term of the guarantee, as shown in the figure below.

Performance Guarantee History

- 95% of all Willdan projects meet the savings guarantee.
- In the 5% of cases where the savings guarantee was missed, the difference was minimal, and Willdan wrote a check to the customer to account for the shortfall.

1. At its own cost, Willdan continues the Performance Maximization phase for an additional year. During this year, Willdan works to improve the efficiency and operation of the facilities, systems, and equipment. If the guaranteed level of savings again fails to materialize, Willdan writes a check for that year's shortfall and performs an additional year of performance maximization or proceeds with Option 2.
2. Willdan writes the client a check for the energy savings shortfall for all remaining years of the contract.

Willdan's approach to a savings shortfall for an ESPC project.





Successful Experience with ESPCs

Business unit dedicated to providing guaranteed energy savings programs. Business unit dedicated to ensuring project performance.

Willdan Energy Solutions is dedicated to providing successful projects to clients. This includes ensuring proper resource allocation across all disciplines, guaranteeing energy savings and performance, providing completed projects that are on-time and within budget, and confirming client satisfaction throughout the project.

Commissioning is a customer's project insurance policy, confirming that each aspect of their project was installed as designed, functions as promised, and performs efficiently. Unfortunately, all too often in traditional performance contracting, customers are charged for "commissioning services" that they never truly receive because the ESCO does not have the qualified in-house commissioning staff to complete the work, or the responsibility is placed on a third-party company with no vested interest in the project outcome.

We believe having in-house commissioning staff is critical to a project's success because it enables us to confidently and reliably guarantee our customer's savings at the meter. If a system isn't performing as intended, this can result in less savings being realized. Equally important, operational issues result in a less comfortable environment for occupants.

Willdan's commissioning process is a form of quality control that ensures that the final installation in a customer's facility satisfies the owner's needs in the most efficient manner possible. Willdan uses a systematic commissioning process that eliminates the common disconnects between the owner's goals, the engineers' design, contractor installation, and final operation/performance of each building system. It is this systematic and proven commissioning process – free of disjointed handoffs between parties that are common in the construction and traditional performance contracting industries – that distinguishes Willdan from our competitors.

Continuous Quality Assurance

Willdan's engineers and construction teams make concerted efforts to continually build quality into all phases of a project. They carefully monitor construction progress and verify compliance with design and specification documents and overall standards of quality to address any issues that may arise preemptively. This level of attention to detail throughout the construction process means that issues that could potentially cost a customer a great deal of time, money, discomfort, and aggravation are eliminated before they have a chance to develop into major problems. Then our commissioning team remains involved with a project for the long-term to continue to make sure our customers are satisfied and comfortable.

Affiliation with energy and/or business organizations (including ISO certification and EPA or DOE affiliations).

Willdan is on the U.S. Department of Energy (DOE) Qualified List of Energy Service Companies (ESCOs) list, and is an Accredited Energy Service Company (ESCO) with NAESCO. We are also a pre-approved ESCO vendor with the Colorado Energy Office, Kansas Energy Office's Facility Conservation Improvement Program (FCIP), Washington State Department of Enterprise Services (DES), and the Oregon Department of Energy.

Willdan employees hold a variety of certifications and are affiliated with a wide range of organizations that are relevant to their areas of expertise:

- Employee certifications: Professional Engineer (PE), Certified Energy Manager (CEM), Certified Building Commissioning Professional (CBCP), Existing Building Commissioning Professional (EBCP), Certified Lighting Efficiency Professional (CLEP), Certified Lighting Controls Professional (CLCP), Certified Professional Constructor (CPC), LEED AP BD + C, OSHA 30 Certification, Asbestos Inspector Certification, AIC: Associate Constructor
- Profession affiliations: ASHRAE members, AEE (Association of Energy Engineers), BCxA (Building Commissioning Association), IES Member (Illuminating Engineering Society), IEEE (Institute of Electrical and Electronics Engineers), Associated General Contractors (AGC)





Staffing/Personnel

Quality of personnel assigned to projects and degree of pertinent experience.

The project team for any projects related to this RFQ will consist of a customized team, dependent upon the scope, location, and expertise needed. We have only included qualifications for key personnel below. We have the in-house expertise to support any project type, including over 130 professional engineers and over 1500 employees nationwide.



Education

*Alamo Community
College, San Antonio*

25 years of experience

Kevin Wagner

Program Director

Kevin will support client relationships for projects. He will serve as a key coordinator across all stages of project development and implementation. He brings experience in strategic long-range planning, ROI modeling, procurement, contracting, and more. Kevin has diverse experience in representing clients in energy performance contracts as well as other transactions. He will work closely with client staff to identify, assess, and structural the technical and financial solution for any client.



Education

*B.S., Business
Administration, Texas
Christian University*

10 Years of Experience

Chris Gaddy

Account Manager

Chris is responsible for business development throughout the state of Texas, focused on turnkey engineering and construction projects for public institutions. Based in Fort Worth, TX, Chris will support the client as it seeks to develop budgets, solutions, and implementation plans for facility and utility investments. Chris' role will ensure that your needs and objectives fully inform the delivery of solutions.

Chris has in-depth knowledge of project and scope development, as well as project management and implementation experience, gained throughout his 8 years of experience in procurement & supply chain roles. This knowledge, combined with extensive training on our turnkey project development and delivery approach, ensures that clients have a flexible and knowledgeable account representative working on their behalf.

Jackie Leach

Communications & Outreach

Jackie brings 12 years of marketing, communications, and outreach experience. She will work closely with clients to develop and execute internal and external communication plans related to the project.

She will assist with preparing deliverables and talking points for Council/Board meetings and other citizen engagement opportunities, and connecting with local vendors, suppliers, and installation subcontractors. She will also engage the local school district and higher education institutions about educational opportunities including field trips, presentations, internships, and scholarships.

Education

*BFA, Interior Design;
International Academy
of Design &
Technology, Chicago*

12 Years of Experience





Chris Stringer, PE

Senior Project Engineer

Chris brings over 20 years of experience as a mechanical engineer and construction manager. In his current role, he acts as a lead engineer and construction project manager on energy savings and design-build projects across the county. Chris is adept at providing design, engineering, construction, budget, and large team management and oversight. He is a natural leader and provides mentoring and professional development to less experience staff. Chris also served as Mayor of Trenton, Texas, for four years, and is currently the president of Planning & Zoning. A fun fact about Chris is that he has worked in design and construction on every active space launch-site in the United States.

Education

B.S., Mechanical Engineering, Texas A&M University

Associate Degree, Kilgore College

Licenses & Certifications

Professional Engineer, Texas, Florida

Stagen Leadership Academy

*IFREC Real Estate School Certified Real Estate Inspector
Certified Mold Inspector*

22 Years of Experience

Previous Project Experience

Coffeyville Community College, KS. Oversight of engineering and construction for multi-phase implementation. Scope included controls, bipolar ionization, HVAC upgrades, chilled water system expansion, VRF systems, air-cooled chillers, and more.

Pueblo County School District 70, CO. Provides engineering support for this, multi-phase, \$76M project to provide energy and infrastructure upgrades to schools around the district. He also is participating in the *Engineering & Construction Work-Based Learning Opportunity* to engage high school students in a one-year job shadow opportunity.

BSA Hospital, TX. Provided engineering, design, evaluation, and energy modeling of a chiller plant upgrade project.

Vancouver Public Schools, WA. Provided engineering, design, and evaluation on multiple phases of energy-related improvements across this District.

Scott Griffith, LEED GA

Wastewater & Water Conservation Lead

Scott has over 35 years of experience bringing innovative solutions to water conservation, helping Municipalities preserve infrastructure and support critical water savings initiatives and policies. Scott is currently consulting with UC Santa Barbara Bren School of Environment on California Ground Water and Electrical savings Nexus. Scott's passion is creating livable "IOT" solutions to promote water security, minimizing costs and conserving our precious water resources.

Previous Project Experience:

Beaumont, TX – Water Meter Replacement & AMI Optimization, \$18.5M in Revenue Recovery

Fort Worth, TX – 97 Facility Energy Retrofits, \$95M in Energy Savings

El Paso, TX – 184 Facility Energy Retrofits and 37,000 Street Light Upgrades, \$147M in Savings

Houston, TX – Sanitary Sewer and Storm Drainage Benchmarking and Storm Drainage Smart SCADA

Lamesa, TX – 5,700 Water Meter Replacement Project

Levelland, TX – 4,500 Water Meter Replacement Project

Duma, TX – 4,200 Water Meter Replacement Project



Education

BA, Architecture Georgia Institute of Technology;

BVA – Design & Material Sciences, Georgia State University;

Portfolio Completion, Parsons School of Design

Registrations & Certifications

LEED Green Associate Accreditation, U.S. Green Building Council

35 Years of Experience





Dan Jackson, MBA

Vice President/Managing Principal, Willdan Financial Services

Dan has 35 years of experience as an international financial expert, having completed more than 300 water, wastewater, electric, gas, solid waste and stormwater rate/cost of service studies and long-term financial plans for clients in the United States and the Pacific Region. He also has served as an expert witness in state court, federal court and before several public utility commissions. His prior experience includes positions with Deloitte and Touche, Arthur Andersen and Reed-Stowe and Company. In 1997, Mr. Jackson co-founded Economists.com LLC, which became an international consulting firm with offices in Dallas and Portland, Oregon. Willdan acquired Economists.com in 2015, and he now serves as Vice President and Managing Principal. Mr. Jackson has given dozens of lectures and presentations before professional associations and is also a published author.

Relevant Project Experience:

Dan has completed rate studies and/or long-term financial plans for following Texas cities in the previous 3 years:

- Alamo Heights
- Amarillo
- Castorville
- Cedar Hill
- Denton County FWSD
- Ground Prairie
- Hondo
- Laguna Madre Water Dist.
- Liberty Hill
- Prosper
- Rowlett
- San Juan
- Schertz-Seguin
- Selma
- Tomball

Education

Master of Business Administration, University of Chicago

BA, Social Sciences, University of Chicago

Registrations & Certifications

Member, American Water Works Association
National Association of Business Economics

35 years of experience



Aaron Etzkorn, PE

Divisional Vice President

Aaron leads all aspects of the business unit, including operations and project development. He has completed over 50 guaranteed-savings turnkey EPC and design-build projects, with a track record of meeting or exceeding guaranteed savings goals. He works with teams to implement a rigorous engineering approach to modernize buildings and systems while controlling operating costs. He brings specialized expertise in smart city solutions and microgrids.

Relevant Project Experience:

City of Lawrence, KS. Oversight of 39-building, budget-neutral performance contract project, including project development, energy modeling, design, and construction management.

City of Lawrence, KS. Executive oversight of 39-building, budget-neutral EPC project. Oversaw project development, energy modeling, design, and management efforts. Completed the design and engineering of upgrades at several buildings at the city, notably the Health Department building. Scope included: LED replacements, redesign/replacement of equipment at the Indoor Aquatic Center, optimized HVAC system design, new chillers, sports field lighting.

City of Dublin, CA. Executive Oversight. Citywide ESCO turnkey contractor, prime consultant, builder & engineer of record. Scope included: 1.6MW solar PV, battery storage, streetlights, ballfield lighting, HVAC and controls upgrades, building envelope improvements.

City of Overland Park, KS. Executive Oversight for Natatorium and conference/office space upgrades. Scope included: Indoor air ventilation and air capture improvements (recreation & aquatic center); new DX cooling, dehumidification, heating, and energy recovery heating coils and new low-capture exhaust system (natatorium).

Education

B.S., Mechanical Engineering, Kansas State University

Registrations & Certifications

Professional Engineer in 12 states

Certified Energy Manager (CEM)

ASHRAE Member

Association of Energy Engineers

17 years of experience





David Daniel, AIA, LEED AP

Vice President

David Daniel has implemented 100+ turnkey energy efficiency contracts totaling over \$270M on projects valued from \$100k to \$92M. An expert in energy performance contracting, he has completed \$33.5M in energy upgrades for municipal governments.

Education

BS, Structural Engineering, University of California San Diego

MA, Architecture & Environmental Studies, New School of Architecture

Registrations & Certifications

*Licensed Architect, CA
Licensed Architect, CO
LEED Green Associate Accreditation*

17 Years of Experience

Relevant Project Experience

University of San Diego (USD) Central Plant, CA. Operations Manager. Performed a comprehensive study and final design for the campus central plant. The study includes high-efficiency centrifugal chillers, combination electric chillers and natural gas engine chillers, co-generation plant with absorption chillers and centrifugal chillers with ice thermal storage for utility rate management. To establish required construction budget and allocate building space, preliminary design and costing was also performed.

State of California Department of General Services. Project Director. Developed three facilities in San Diego, Los Angeles, and Oakland, resulting in over \$12M in turnkey construction with over \$800k in guaranteed energy savings. The projects also included over \$6M in utility on-bill financing. Project scopes include central plant upgrades, building management system replacement, lighting and controls retrofits, and extensive retro-commissioning.

USD Camino and Founders Hall Mechanical Renovation, CA. Operations Manager. Camino Hall, Founders Hall & Sacred Hall is an existing 296,000 SF complex at University of San Diego and the building and respective mechanical system is over 50 years old. It utilizes existing campus steam distribution as the source of heating with minimum cooling for most areas



Nick Pederson, PE, MBA

Lead Electrical Engineer

Nick Pedersen will serve as Lead Electrical Engineer for projects. In this role, Nick will lead Willdan's engineering team in assessing and designing electrical and lighting solutions. Nick has developed complex design calculation tools for lighting design, electrical design, and solar photovoltaic performance and makes use of these tools to ensure our engineering staff has in-depth understanding of every component in a facility's electrical system.

Nick's professional experience includes engineering and development of over \$100M in performance-based contracting projects ranging from \$500K to \$14M and developing design calculation tools for lighting, electrical design, and solar PV system performance.

Relevant Project Experience:

City of Lawrence, KS. Nick led inspection and design efforts for this energy savings performance contract covering over 1M sf at 40 buildings. Measures included HVAC, solar PV, lighting, windows, roofing, controls, and weatherization.

Pueblo County School District 70, CO. Nick led our electrical and lighting design for energy and capital improvements throughout 24 district facilities. Measures included LED lighting, new HVAC systems, emergency generator systems, and power metering.

Lamar School RE-2, CO. Led design for electrical and lighting systems for this energy savings performance contract. The Lamar High School renovation included a complete service entrance replacement and the removal of nine step-down transformers from occupied spaces.

Education

B.S. Electrical Engineering, Kansas State University

Registrations & Certifications

*Electrical Engineer, Texas No. 140012
Professional Engineer
Licensed in 11 States*

15 years of experience





Colton Heaps, PE

Lead Electrical Engineer

Colton leads performance engineering projects from preliminary energy auditing, through complete system design, to execution and close-out of mechanical, electrical, and other system upgrades.

In addition to full system designs, Colton completes energy modeling and economic analysis of all project components, including life-cycle-cost analysis, project cost projections, and savings estimates to assist in client project financial decision making.

Relevant Project Experience:

K-12 Schools:

- Pueblo County District 70 Schools, Pueblo, CO
- Lamar School District Re-2, Lamar, CO
- Trinidad School District 1, Trinidad, CO

Community/Government Buildings:

- Grand Portage Band of Chippewa Government Buildings, Grand Portage, MN
- San Carlos Apache Tribe Casino, San Carlos, AZ
- Zuni Pueblo Water Utility, Zuni, NM
- Airmen's Center, Dyess Air Force Base, TX
- Aircraft Paint Hangar, Dyess Air Force Base, TX

Education

Master's of Public Policy, Harvard Kennedy School
BS, Mechanical Engineering, US Air Force Academy

Registrations & Certifications

Professional Engineer: CO
LEED Accredited Professional Certified Energy Manager

12 years of experience



Garth McCann

Vice President, Construction Operations

Garth has 25+ years of experience in project and construction management, primarily serving Texas and Colorado. His range of experience has included scope development, cost estimating, subcontract sourcing, scheduling, installation oversight, budget management, and project close-out.

Previous Project Experience:

City of Boulder, CO. Construction Manager. EPC for energy savings upgrades to 66 city facilities. Implemented a combination of energy conservation measures, smart building solutions, and renewable energy technologies, including solar PV installations at 12 buildings totaling 1.1MW, installation of energy efficient lighting and controls, retro-commissioning of several facilities, weatherization of building envelopes, mechanical replacements (chillers, boilers, air handlers, etc.) totaling \$1,830,000 in future capital avoidance, water conservation measures saving over 2,790 gallons/year. Project leveraged \$2,400,000 in funding with \$2,300,000 in energy credits over 20 years—saving \$670,000 in annual utility/maintenance costs (previous employment).

Colorado School for the Deaf and the Blind. Construction Manager. A comprehensive audit of 16 campus buildings identified a complete redesign and re-construction of the aging central steam plant. Three boilers were housed in this plant to provide steam for heat and domestic hot water to the entire campus. Two boilers, circa 1926, were no longer functional and one boiler, circa 1980, had been previously converted from a non-functioning coal fired boiler to operate on natural gas and was serving the needs of the entire campus without redundancy. Managed the re-design of the boiler plant, demolish/de-commissioning of the existing systems and installation of two new natural gas-fired steam boilers (previous employment)

Education

BS, Construction Science; Texas A&M University

Registrations & Certifications

ICC General Building Certification Class A
OSHA 30
Asbestos Awareness
First Aid and CPR

27 Years of Experience





Mark Effinger, PE, CMVP, CEA, CCP

Director of Commissioning

Mark provides technical expertise and oversight for Willdan's energy audits and retrocommissioning services. His background includes hands-on experience as a provider of Texas A&M's registered Continuous Commissioning service, and he has led comprehensive existing building commissioning projects for a hospital, large offices, multifamily, educational facilities, and multiple entertainment venues such as sports stadiums and convention centers. Mark has worked in the design and implementation of utility-based energy efficiency programs, and has authored several papers and guidelines related to Measurement and Verification of energy savings and building performance tracking strategies. Mark holds Master's and Bachelor's degrees in Mechanical Engineering from University of California, Irvine, and his graduate research centered on biogas fueled turbines.

Education

Master's of Mechanical Engineering, University of California, Irvine
Bachelor of Mechanical Engineering, University of California, Irvine

Specialized Expertise

Licensed Professional Engineer (PE), 3 states
Certified Measurement and Verification Professional (CMVP)
Certified Energy Auditor (CEA)
Certified Commissioning Professional (CCP)

18 years of experience

Previous Project Experience

- **Port of Seattle**, Pier 69, Seattle, WA: ASHRAE Level I Energy Audit
- **Wells Fargo Center**, Philadelphia, PA: ASHRAE Level I Energy Audit
- **Oracle Arena**, Oakland, CA: ASHRAE Level I Energy Audit, 62.1 Ventilation Calculations
- **PG&E Rocklin Operations Center**, Rocklin, CA – M&V Plan Development
- **Nike Factory and Fieldhouse** New construction commissioning at retail stores.
- **Courthouse Tower**, Arlington, VA, Retrocommissioning

Tyler Kimble

Senior Energy Analyst, M&V Lead

Tyler serves as our Measurement and Verification (M&V) Specialist, as well as an energy auditor. He is adept at building system assessments, energy reduction strategies, equipment commissioning, and is especially skilled in creating robust, data-based energy models for both existing systems and proposed efficiency measures. Tyler has completed 100+ energy audits of various building types: offices, schools, aquatic centers, data centers, wastewater treatment plants, manufacturing facilities, lumber yards, condominiums, libraries, and jails.

Relevant Project Experience:

City of Camas, WA – LED Street Lighting. Tyler was instrumental in the investment grade audit, project management, and measurement and verification phases for this street lighting upgrade project. This effort involved analyzing a GIS model of the existing fixtures, recommending LED replacement fixtures, calculating savings, and measuring savings after the installation. Project resulted in over 1.4 million annual kWh savings and over \$118,000 in annual cost savings.

Lincoln Center, OR. Complete energy audits for several office building in this business park. The audits were focused on the savings associated with a complete overhaul of the buildings' DDC system, as well as converting the inlet guide vane fan system to a VFD-based variable air volume system. Further studies evaluated opportunities for optimizing the chilled water plant system by adding VFDs to the condenser water pumps and cooling tower fans. The opportunities identified in these reports resulted in potential savings of between 6-20% of the combined annual natural gas and electrical energy usage.

Education

BA, Anthropology, University of Wisconsin-Madison
Certificate in Environmental Studies, University of Wisconsin-Madison
AAS, Energy Management, Lane Community College

Registrations & Certifications

Association of Professional Energy Managers (APEM)
Board Member

9 years of experience





Financial Strength/ Bonding Capacity

Demonstrable ability to bond savings through third party surety.

Willdan is a financially sound company that has been developing and implementing turnkey projects for nearly 30 years. Over the last decade, Willdan has invested in growing our Energy Efficiency services for our public-sector customers and has the financial backing and strength to support a project of any size that a client may require.

Our financial strength ensures clients that we can back up our energy savings guarantees. The current bonding capacity of Willdan is \$300,000,000 aggregate/\$150,000,000 single. Willdan's surety company, Travelers Casualty and Surety Company of America, will underwrite our bonds and is listed on the most recent U.S. Treasury Listing of Approved Sureties. Travelers Casualty and Surety Company of America has an A.M. Best rating of A++, an A.M. Best Financial Class Size of XV.

Re: **Willdan Energy Solutions: Bonding Capacity Letter**

To Whom It May Concern,

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")¹ to provide surety bonds for **Willdan Energy Solutions**. During that time they have completed and we have bonded projects in the amount of \$150,000,000.00/single and \$300,000,000.00/aggregate range for a wide variety of owners.

It is our opinion that **Willdan Energy Solutions** is qualified to perform projects within this scope. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between **Willdan Energy Solutions** and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Travelers Casualty and Surety Company of America

Marina Tapia, Attorney-in-Fact





Other Information

Process Highlight: Communications Support and Dedicated Learning

Willdan recognizes that a facility project is a significant undertaking for the district, and we are committed to partnering with you to help facilitate communications with your board members, administration, teachers, staff, and students. Willdan provides a communications toolkit for our customers, a collaborative effort to help your ESPC project build trust and advocacy in your community. From making living laboratories of your education spaces, to improving your learning spaces, to managing project communications, updates, and reports – Willdan is a truly comprehensive partner.

An onsite construction project can be viewed as a nuisance by some, but we think it's an excellent opportunity to engage students and provide real-world connections to Science Technology Engineering and Math (STEM) disciplines. With dedicated staff assigned to your project that have been trained by the National Science Foundation (NSF) in (STEM) outreach – the Willdan team knows how to make your project more meaningful for the district. We believe that education buildings can serve as "living laboratories" to connect students to the physical spaces that they learn in.

Example construction signage from a Willdan project.



Energy savings are paying for the entirety of these projects while leveraging the service of several local contractors to complete the work.



Financial Services

Our Financial Services team is one of the largest public sector financial consulting firms in the nation and has worked with more than 800 cities, government, and other agencies. We finance projects through multiple vehicles including internal funding, bonding, debt financing, lease-purchase agreements, energy performance contracts, incentives, and grants.

We have implemented over 70 utility energy efficiency (EE) programs and served more than 210,000 customers nationwide, providing \$250 million in utility incentives and rebates for our clients.

To date, Willdan has secured over \$2 billion in project financing for our customers utilizing many financial vehicles. Our team will work closely with the City to identify the best options to evaluate as part of our detailed Investment Grade Audit.

Primary Services

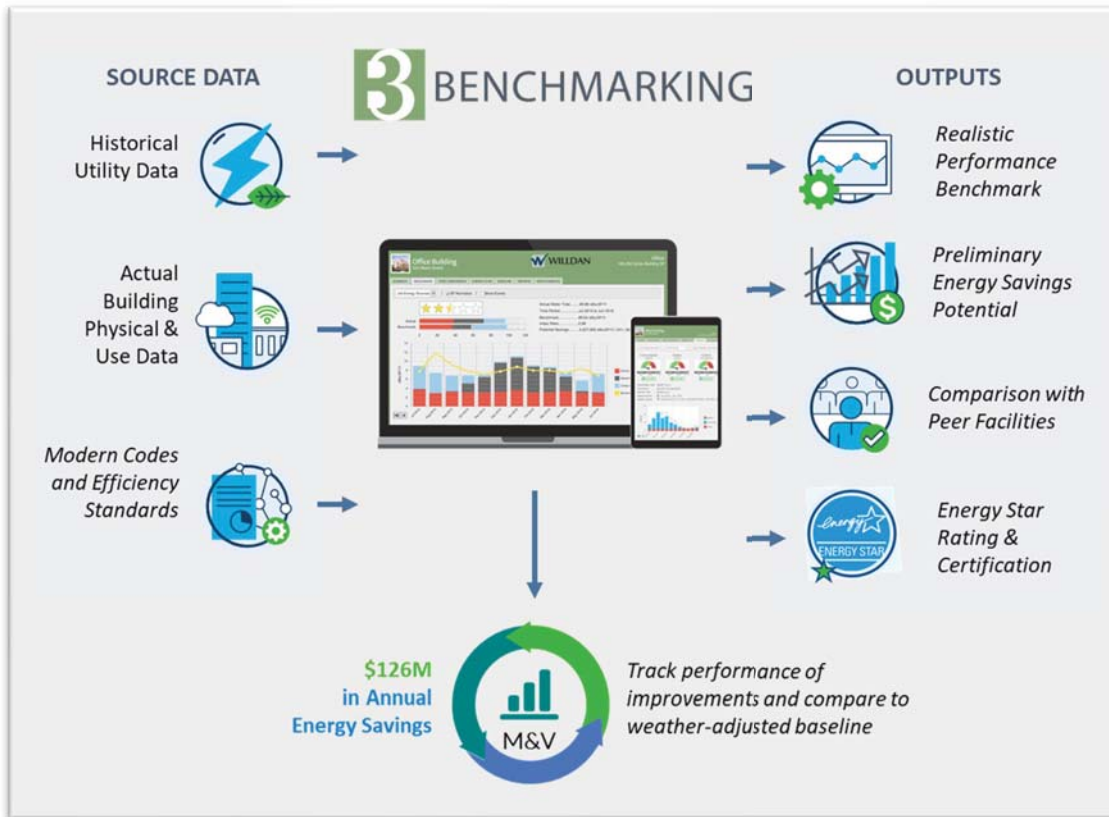
PROFESSIONAL ENGINEERING	CONSTRUCTION	ESCO SPECIALITY
<ul style="list-style-type: none"> ▪ Energy Auditing ▪ Building Benchmarking ▪ Utility Cost of Service Benchmarking ▪ Energy Modeling ▪ LCC Analysis ▪ MEP Engineering Design ▪ Compliance Reporting ▪ Measurement & Verification ▪ Electrification and Resiliency ▪ Smart Cities Planning ▪ Fleet Electrification 	<ul style="list-style-type: none"> ▪ General Contracting ▪ Construction Management ▪ Construction Administration ▪ Testing & Balancing ▪ Commissioning ▪ Warranty Services ▪ Operations & Maintenance ▪ Preventative Maintenance ▪ Training ▪ Education and Engagement ▪ Facilities Management 	<ul style="list-style-type: none"> ▪ Energy Savings Guarantees ▪ Guaranteed Maximum Price ▪ Utility Participation ▪ Utility Monitoring ▪ Grant Application ▪ Grant Implementation ▪ Emissions Reporting ▪ Incentive and Rebates ▪ Energy Star ▪ LEED ▪ Building Information Modeling





B3 Facility Benchmarking

We have developed our own benchmarking software, B3 Benchmarking, which is a smarter energy analysis tool that allows customers to quickly understand how buildings are performing, and how they could – and should – be performing given the unique combination of size, use, and location. B3 is a cost-effective, accurate, and user-friendly tool capable of automated data collection from utilities, making it an attractive alternative to spreadsheet tracking. B3 typically identifies that 70%+ of energy savings is in 20% - 30% of buildings, making this a useful tool for efficiently identifying energy-savings opportunities and the independent verification of project success.



In-house Design Expertise

We do not take short cuts. We stamp our own drawings and keep mechanical, electrical, plumbing, civil, utility, and energy engineering in-house, as well as our construction management, financing, M&V, and commissioning to reduce cost and risk while increasing overall guaranteed performance on our projects.

Our civil experience includes treatment plants, groundwater wells, conveyance and distribution pipelines, pump stations, and reservoirs, sanitary sewer pipelines, wastewater lift stations, and advanced metering infrastructure (AMI) deployments.



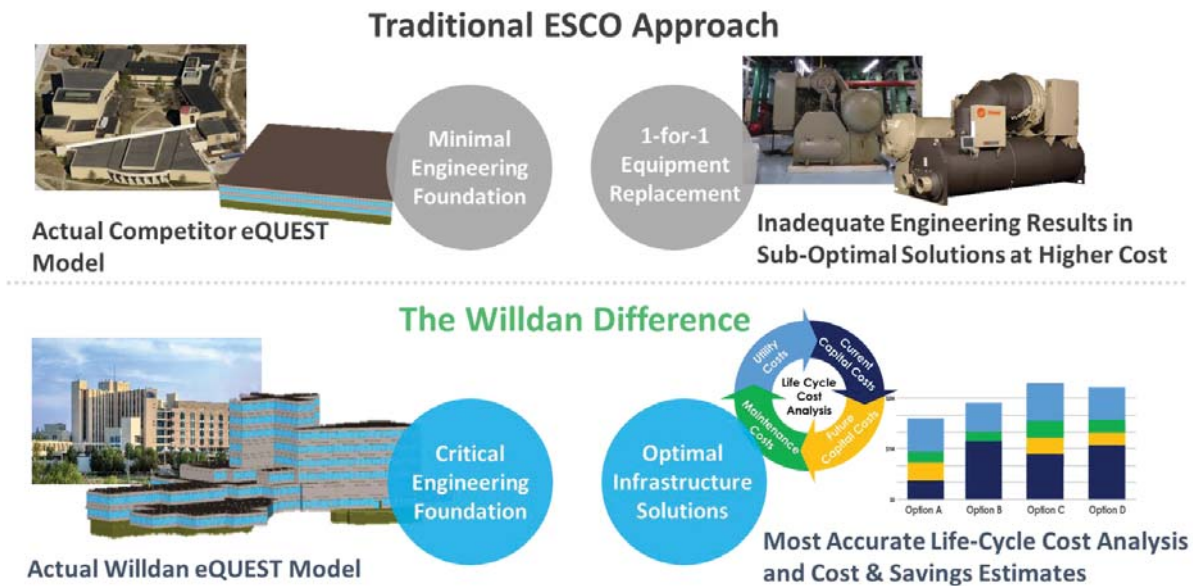


Life Cycle Cost Analysis Detail

As engineers, we know upfront work results in less risk and better costs. The graphic below reviews these differences. Willdan projects results in optimal infrastructure solutions, greater energy savings, and lower long-term costs.

Willdan’s superior life-cycle cost analyses (LCCAs) allow our clients to examine projected life-cycle costs for comparing competing capital and O&M project solutions and allows for an appropriate comparison of alternatives of different capital values and over different time periods. Considering the condition of the client’s assets, the amount of capital available from the budget, and historical evidence, our staff helps clients determine which project alternatives will incur the least life-cycle costs over the life cycle of the assets involved while delivering performance at or above a defined level.

Most of our projects have required a decision to be made on which HVAC, solar, co-gen, etc. systems should be installed in their building. To assist Owners with decision-making, Willdan frequently performs total life cycle cost analysis of multiple system options. The total life cycle cost incorporates an estimate of installed capital costs, annual utility costs, maintenance and repair costs, and future capital replacement costs over the life of the system totaled in today’s net present value. With these values, our clients can make the best decisions based on the overall total cost of ownership.





Optional Information Requested: Energy Efficiency as a Service (EEaaS)

Willdan's Approach to Energy-as-a-Service (EaaS)

This contracting method allows for clients to implement energy or water efficiency upgrades, renewable energy systems, and many other technology improvements, without upfront capital. By utilizing a third-party financing vehicle, clients pay for the improvements over the term of the agreement, much like a subscription service, via monthly payments (typically).

A range of efficiency-as-a-service and software-as-a-service models are available to tailor to a client's needs and objectives, and customization of key performance indicators (KPI) for the agreement can be arranged. Providers of the upgrades will also provide technical expertise to appropriately design and engineer solutions, and then implement these solutions. Ongoing maintenance and operations of the newly installed systems are typically accounted for in the monthly payments.

As-a-service models are ideally suited to clients that are looking to implement off-balance-sheet upgrades or have limited capital available, coupled with substantial deferred maintenance backlogs.

Benefits for the customer

- No upfront costs, off-balance sheet, O&M included and continued savings measurement & verification (M&V); customer stays mission focused.
- Cashflow positive starting from year 1, Willan guaranteed performance with end of term true-up for savings.
- Willdan has EaaS agreement form available and financing structure and agreement in place with financier.

Basic Structure and Requirements:

- Master EaaS agreement between Willdan and customer defines general T&Cs including parties' obligations.
- Purchase Order (addendum to master EaaS) for a project from customer to Willdan including the scope of work, term (typically 3-20 years), monthly payments based on estimated savings, and other project specific conditions.
- Our financier will finance the equipment and installation of the project and receive equipment portion of the monthly payments while Willdan retains the monthly O&M and M&V payments and responsibilities.
- Customer intent to implement projects at multiple sites that have meaningful energy savings and benefits.
- Customer must have sufficient credit standing for purpose of financing; interest rate of the financing depends on customer's credit and length of financing.
- Current minimum financing amount is \$1 million.

Examples of Willdan EaaS Customers

Major telecom company; large defense contractor

