

# TIPS VENDOR AGREEMENT

Between Ameresco, Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 180203 Renewable Energy and Solar Solutions and Services  
(Part 2 Job Order Contracting)

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) 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. 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

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

A Purchase Order, 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 to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

## 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" or "\$0" or other similar indication.

### 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, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AN EXHIBIT ATTACHED HERETO, THE VENDOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) WITH RESPECT TO THE WORK.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.) If a dispute arises concerning this Agreement, a meeting of the Parties shall be held within ten (10) business days, or as otherwise agreed by the Parties, after either Party gives the other Party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved Party's position and its proposal for resolution of the dispute. A representative of each Party who has authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within 30 calendar days or as otherwise agreed by the Parties, after the first meeting of the Parties, then either or any Party hereto may resort to any and all available judicial proceedings in a court of competent jurisdiction.

### Agreements

**All Agreements and agreements** between Vendors and TIPS Members, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

**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 participating government entities. **Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

**Other Wage Rates** may be required by some TIPS Members and acceptance of a projects by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or

(6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply. To the extent permitted by the Constitution and the Laws of the State of Texas, notwithstanding the foregoing, the TIPS Member shall remain responsible for, and shall hold the Vendor harmless from, any and all losses, damages, claims, costs, penalties, interest, liabilities, and expenses, including reasonable attorneys' fees arising or incurred because of, incident to, or otherwise with respect to, any Texas state or local sales or use tax liability asserted or assessed by any vendor or supplier, the Texas Department of Revenue or any other taxing authority with respect to the materials and equipment purchased by Vendor for, and on behalf of, the TIPS Member.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer. Notwithstanding the foregoing, Ameresco may assign its rights and delegate its duties with TIPS' consent to an affiliate or subsidiary, and Ameresco may retain the services of subcontractors to perform any portion of its duties pursuant hereto.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. 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 Members in the TIPS program.
3. 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.

### **Renewal of Agreements**

The Agreement with TIPS is for one (2) year with an option for renewal for additional two (2) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". 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 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 or executed Agreement 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

## **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

## **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

## **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS 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 customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

## **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

To the extent permitted by the Constitution and laws of State of Texas, TIPS agrees to indemnify and hold harmless and defend the Vendor, its member(s), officers and employees from and against all claims and suits 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, negligent or intentional acts on the part of TIPS, its officers, employees, agents, subcontractors, licensees, or invitees, except to the extent such claims are based in whole or in part upon the negligent or intentional acts or omissions of the Vendor or its member(s), officers, employees, or agents. To the extent permitted by the Constitution and laws of State of Texas, TIPS further agrees to indemnify and hold harmless and defend the Vendor, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of TIPS, arising out of, or resulting from, TIPS' negligent or intentional acts, except to the extent such claims are based in whole or in part upon the negligent acts or omissions of the Vendor, its member(s), officers, employees, or agents.

Notwithstanding anything to the contrary in this Agreement, the Vendor's liability to TIPS shall be limited to unmitigatable direct damages actually incurred by TIPS with respect to any and all claims arising out of the performance or nonperformance of the Vendor's obligations under this Agreement and shall not in total exceed the amounts paid under this Agreement. Nothing in this agreement limits the Vendor's liability to a TIPS Member that contracts with the Vendor for services unless otherwise agreed by the TIPS Member and the Vendor. NEITHER TIPS NOR THE VENDOR, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISERS, REPRESENTATIVES, AFFILIATES, OR SUCCESSOR OR ASSIGNS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY ACTIONS RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR ANY ORDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PROFESSIONAL LIABILITY, CONTRIBUTION, OR OTHERWISE. NOTHING IN THIS AGREEMENT LIMITS THE VENDOR'S LIABILITY TO A TIPS MEMBER THAT CONTRACTS WITH THE VENDOR FOR SERVICES UNLESS OTHERWISE AGREED BY THE TIPS MEMBER AND THE VENDOR.

## **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

## **State of Texas Franchise Tax**

By signature hereon, the bidder 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 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. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time. 2 CFR part 200. All purchase orders presented to 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 written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto: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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement and Reporting**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

### **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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.



## **Novation**

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

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

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. 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 sub-contractor 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. 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.

## **Smoking**

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

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. 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.

## **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 i.e. invoice

requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the 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 this Solicitation 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 random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

### **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 fully 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.



## **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Agreement.

## **Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

## **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 has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract.

The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement 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.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. 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.

You certify that your company is not listed on and we do 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 pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas.

Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship.

- **Agreements:** All vendor purchase orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program where the scope of work is consistent with the scope included under TIPS Contract No. 180203 Renewable Energy and Solar Solutions and Services, Installation and Construction on Site Considered a Public Work – Job Order Contract (JOC). Encouraging entities to purchase directly from the Vendor and not through the TIPS Program, where applicable, as noted above, is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Incorporation of Solicitation into this Agreement.**  
The incorporation of the TIPS solicitation 180203 Renewable Energy and Solar Solutions and Services into this Agreement is limited as and to the extent they do not conflict with the language herein.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RCSP 180203 Renewable Energy and Solar Solutions and Services  
Part 2 installation and construction on site considered a Public Work (JOC)

Company Name Ameresco, Inc.

Address 7929 Brookriver Drive, Suite 250; Dallas, TX 75247

City Dallas State TX Zip 75247

Phone 480.499.9200 Fax 480.499.9171

Email of Authorized Representative rgeorgeoff@ameresco.com

Name of Authorized Representative Robert Georgeoff

Title Vice President

Signature of Authorized Representative 

Date 8-7-18

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 8/7/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address	
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact	
Phone	(903) 575-2689	Department		Department	
Fax		Building		Building	
Bid Number	180203	Floor/Room		Floor/Room	
Title	Renewable Energy and Solar Solutions and Services (2 PART)	Telephone	+1 (866) 839-8477	Telephone	
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax	
Issue Date	2/1/2018 08:02 AM (CT)	Email	bids@tips-usa.com	Email	
Close Date	3/16/2018 03:00:00 PM (CT)				

## Supplier Information

Company Ameresco, Inc.  
 Address 7929 Brookriver Drive  
 Suite 250  
 Dallas, TX 75247  
 Contact Sarah Price  
 Department  
 Building  
 Floor/Room  
 Telephone (214) 208-5884  
 Fax  
 Email sprice@ameresco.com  
 Submitted 3/15/2018 08:25:54 PM (CT)  
 Total \$0.00

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

Signature Robert Georgeoff

Email rgeorgeoff@ameresco.com

## Supplier Notes

## Bid Notes

This is a two part solicitation for 180203 Renewable Energy and Solar Solutions and Services. Part 1 is for equipment and services including installations that are not considered a public work and Part 2 is for installation services that are public work construction related projects, such as, but not limited to, electrical or plumbing requiring engineering.

## Bid Activities

## Bid Messages

### Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Ameresco, Inc. (NYSE:AMRC) is a leading energy efficiency and renewable energy solutions provider, including comprehensive HVAC solutions and services, serving North America and the United Kingdom. Our energy experts deliver long-term customer value, environmental stewardship, and sustainability through energy efficiency services, alternative energy, supply management, and innovative facility renewal all with practical financial solutions. Please visit us at <a href="http://www.ameresco.com">www.ameresco.com</a> .
6	Primary Contact Name	Primary Contact Name	Vince Drieling
7	Primary Contact Title	Primary Contact Title	Manager, Business Development
8	Primary Contact Email	Primary Contact Email	<a href="mailto:vdrieling@ameresco.com">vdrieling@ameresco.com</a>
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2142085884
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4804999171
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2142085884
12	Secondary Contact Name	Secondary Contact Name	Sarah Price



13	Secondary Contact Title	Secondary Contact Title	Director, Marketing & Communications
14	Secondary Contact Email	Secondary Contact Email	sprice@ameresco.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4804999123
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4804999171
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6024032360
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Travis Farland
19	Admin Fee Contact Email	Admin Fee Contact Email	tfarland@ameresco.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4804999162
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	4804999171
22	Purchase Order Contact Email	Purchase Order Contact Email	Dominic Palma
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4804999149
24	Company Website	Company Website (Format - www.company.com)	www.ameresco.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	04-3512838
26	Primary Address	Primary Address	7929 Brookriver Drive, Suite 250
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75247
30	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.)	Renewable energy, solar, PV, photovoltaic, solar thermal, microgrid, geothermal, distributed generation, biomass, landfill-to-gas-energy, performance contracting, performance contract, energy management, AMI, advanced metering, water metering, water conservation, biogas, wind, energy retrofits, energy audits, guaranteed energy savings, power purchase agreement, utility conservation, lighting, boilers, chillers, cogeneration, energy storage, LED streetlight, street light, construction, HVAC, central plant, design build, energy efficiency, energy conservation

31	Yes - No	<p>Most of our members receive Federal Government grants 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 are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Framingham
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Massachusetts
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:  State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	Not applicable.
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)

40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed 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.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? 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.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
44	Start Time	Average start time after receipt of customer order is ____ working days?	10
45	Years Experience	Company years experience in this category?	17
46	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: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No

49 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

- 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.

50 Texas HB 89- Texas Government code §2270 compliance

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.

FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.

I swear and affirm that the above is true and correct by a "YES" response.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ      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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686      No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ      If yes (above), have you filed a form CIQ as directed here?
- 53 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.      Yes
- 54 Regulatory Standing      Regulatory Standing explanation of no answer on previous question.
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005)      By submission of this bid or proposal, the Bidder certifies that:      (No Response Required)
- 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.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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](mailto: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 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.

59 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:

(No Response Required)

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.

60 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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?

Yes

61 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?

Yes

62	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>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 \$100,000)</p> <p>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 \$100,000, 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>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</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p>	Yes

67 Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		Ameresco respectfully requests that Dallas County be an optional location for mediation.
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
70 Jurisdiction and Service of Process	<p>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</p>	Yes

clauses in contracts with TIPS members may be determined by the parties.  
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?

71	Alternative Dispute Resolution	Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost. Do you agree to these terms?	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		Ameresco respectfully requests that Dallas County be an optional location for mediation.
73	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
74	Infringement(s) Explanation of No Answer		
75	Acts or Omissions	The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?	No
76	Acts or Omissions Explanation of No Answer		See proposed exceptions to indemnity clause in Attribute 84.
77	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



78 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.

Yes

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?

79 Insurance and Fingerprint Requirements Information

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. 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](mailto: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

(No Response Required)

80 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.

81 Solicitation Deviation/Compliance

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

No

82 Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	<p>Due to character restrictions, the response to this Bid Attributes question is included in the form of a Response Attachment, entitled "AMERESCO_Attributes Q84_Agreement Exceptions-Deviations Explanation".</p>
83 Agreement Deviation/Compliance	<p>Does the vendor agree with the language in the Vendor Agreement?</p>	<p>No</p>
84 Agreement Exceptions/Deviations Explanation	<p>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.</p>	<p>Due to character restrictions, the response to this Bid Attributes question is included in the form of a Response Attachment, entitled "AMERESCO_Attributes Q84_Agreement Exceptions-Deviations Explanation".</p>
85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>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.</p>	<p>(No Response Required)</p>

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Line Items

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Response Total: \$0.00

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REFERENCES
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Please provide three (3) 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 three (3) references.

Entity Name	Contact Person	Email	Phone
City of Casa Grande	Steve Turner, Management Analyst	steven_turner@casagrandeaz.gov	520.421.8661
Arizona State University	Karl Edelhoff, Sr. Project Manager - Energy Innovations	arthur.edelhoff@asu.edu	480.965.2394
Orange Unifed School	Steve Harlin, Director of Maintenance & Operations	sharlin@orangeusd.org	714.936.3738
New Mexico State University	Glen Haubold, Associate VP for Facilities and Services	ghaubold@nmsu.edu	575.646.2101
Bee County, Texas	Judge Stephanie Moreno	stephanie.moreno@co.bee.tx.us	361.621.1556
San Patricio County, Texas	Judge Terry A. Simpson	terry.simpson@co.san-patricio.tx.us	361.364.9301
City of Rockport, Texas	Kevin Carruth, City Manager	citymgr@cityofrockport.com	361.729.2213
City of Smithville, Texas	Robert Tamble, City Manager	CityManager@ci.smithville.tx.us	512.237.3282
City of Wichita Falls, Texas	Jim Dockery, Deputy City Manager	jim.dockery@wichitafallstx.gov	940.761.7615
Prairie View A&M University	Dr. Terence Finley, Assistant Vice President for Business Services	tfinley@pvamu.edu	936.261.2194
Texas A&M University - Corpus Christi	Deborah A.G. Zentmire, Contracts Manager,	deborah.zentmire@tamucc.edu	361.825.3918
Clark County Water Reclamation District	Mark Binney, Assistant General Manager	mark.binney@clearwaterteam.com	702.668.8266

## 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.

**Ameresco, Inc.**

7929 Brookriver Drive, Suite 250; Dallas, TX 75247

Name/Address of Organization

**Robert Georgeoff, Vice President**

Name/Title of Submitting Official

Signature

**March 9, 2018**

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Robert Georgeoff, Vice President  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: 

**OR**

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

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_



**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: Ameresco, Inc.  
(Name of Corporation)

I, David J. Corrsin certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

Robert Georgeoff  
(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

Vice President  
(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

[Handwritten Signature]  
SIGNATURE

3/1/18  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

YES or NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

YES or NO

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.

Company Name Ameresco, Inc.

Print name of authorized representative Robert Georgeoff, Vice President

Signature of authorized representative 

Date March 9, 2018

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Robert Georgeoff as an authorized representative of

Ameresco, Inc., a contractor/vendor

Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the 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.

  
Signature of Named Authorized Company Representative

March 9, 2018

Date

**Required Federal contract provisions of Federal Regulations for Construction Contracts  
for contracts with TIPS OR 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 TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules 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

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.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

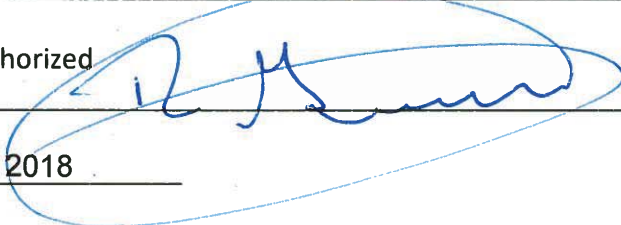
required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES RG Initial of Authorized Company Official

Company Name Ameresco, Inc.

Print name of authorized representative Robert Georgeoff

Signature of authorized representative 

Date March 9, 2018



FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I DO NOT 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. 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.

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name and Title of authorized company officer claiming confidential status of material

\_\_\_\_\_  
City State ZIP Phone Address

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**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.

Ameresco, Inc.

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Robert Georgeoff, Vice President

\_\_\_\_\_  
Printed Name and Title of authorized company officer expressly waiving confidential status of material

7929 Brookriver Drive, Suite 250; Dallas, TX 75247 480.499.9200  
\_\_\_\_\_  
City State ZIP Phone Address

Signature  Date March 9, 2018

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# DESANCTIS INSURANCE AGENCY, INC.

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Phone: (781) 935-8480  
Fax: (781) 933-5645

100 Unicorn Park Drive  
Woburn, Massachusetts 01801

April 23, 2018

The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX 75686

**RE: Ameresco, Inc.**

Part 1 – RFP 180203 Renewable Energy and Solar Solutions and Services  
Part 2 – RCSP 180203 Renewable Energy and Solar Solutions and Services

To Whom It May Concern:

Our agency has provided surety credit for Ameresco, Inc. for over 10 years. Their performance has always been exemplary and we have the highest regard for the entire Ameresco organization.

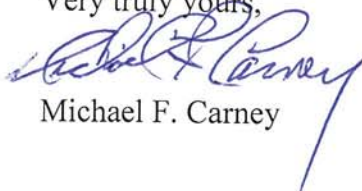
Current surety arrangements anticipate individual projects approaching \$150,000,000 within a corresponding aggregate backlog approaching \$1,000,000,000. Bonds are currently provided by Western Surety Company and Liberty Mutual Insurance Company acting as co-sureties. Both companies carry an AM Best Rating of A with a financial size category of XIV & XV respectively. Each company appears on the current U S Treasury Department Circular 570 and is licensed in the State of Texas.

Coverage under the Performance and Payment bonds which we issue on Ameresco's behalf in support of contracts for the installation of Energy Conservation Measures does not extend to any energy savings guarantees or extended performance obligations beyond the standard one year defective workmanship and material warranty.

Execution of any requested bond would be conditioned on and be subject to the completion of our normal underwriting review at the time of the request, including but not limited to, review and approval of bond forms, contract documents, confirmation of acceptable financing and payment provisions to Ameresco. We assume no liability to you or third parties if, for any reason, Western Surety and/or Liberty Mutual fail to issue any requested bond.

Should you require any additional information please feel free to contact the undersigned.

Very truly yours,



Michael F. Carney



## All Other Certificates

The certificates provided herein are intended to highlight Ameresco's good standing with industry accreditors, insurers, professional licensing agencies, and governmental bodies, particularly those within the State of Texas.

- Texas Certificate of Authority
- Texas Board of Professional Engineers Certificate of Registration
- Certificates of Insurance
- North American Board of Certified Energy Practitioners (NABCEP) Certifications (individual)





# The State of Texas

*SECRETARY OF STATE*

**CERTIFICATE OF AUTHORITY  
OF  
AMERESCO, INC.  
FILE NUMBER: 134965-06**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached application of the above entity for a Certificate of Authority to transact business in this State has been received in this office and is found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this State from and after this date for the purpose or purposes set forth in the application under the name of

**AMERESCO ENERGY SERVICES, INC.**

**Dated: October 05, 2000**  
**Effective: October 05, 2000**



*Elton Bomer*  
Secretary of State

**Texas Board of Professional Engineers  
CERTIFICATE OF REGISTRATION**

This acknowledges that

*Ameresco Inc*

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas.

Registration Number  
F-8784

Expiration Date  
7/31/2018



## Proposed Goods and Services

Ameresco, Inc. (NYSE: AMRC) is a leading, independent full-service provider of comprehensive energy and water services including energy efficiency, infrastructure upgrades and renewable energy solutions for clients throughout North America. Ameresco’s only business is energy and water, and the execution of comprehensive HVAC solutions and services is supported by our dedicated company of professionals. Our team of utility experts will develop and deliver custom solutions that meet the energy, economic, operational and sustainability goals of the TIPS Member.

Since Ameresco’s inception, we have designed and implemented over \$5 billion in energy projects. Over the past five years, we have completed over \$2.4 billion in energy projects for government entities throughout North America, including cities and counties, the federal government, state agencies, higher education institutions, K-12 public and private schools, commercial and industrial clients, and non-profit organizations. With over 1,000 employees and 70 offices, Ameresco has a long and successful track record in the specialized areas of energy efficiency, water conservation and renewable energy with a national portfolio of comprehensive engineering services for mechanical and electrical upgrades and water infrastructure. Clients value our understanding of complex systems, accurate cost and savings projections, ability to coordinate with other ongoing site activities, quality assurances, and emphasis on client service and satisfaction.

Energy and Water Efficiency	Energy Supply	Integrated Services	Renewable Energy	Energy Information
Turnkey/Design Build Facility Renewal Water and Energy Audits Demand-Side Management Automated Meter Reading Advanced Metering Infrastructure Performance-Based Contracting Utility Meter Replacements Utility Meter Radio Retrofits LED Streetlight and Smart City LEED Construction	Utility Budgeting Commodity Procurement Rate Analysis Negotiation Price Risk Mitigation Greenhouse Gas Management	Conservation Asset Monetization Plant Rehabilitation Facilities Management On-Site Cogeneration Distributed Generation	Landfill Gas Biogas Biomass Solar Photovoltaic Solar Thermal Geothermal Wind	Utility Bill Analysis, Processing & Payment ENERGY STAR Reporting Greenhouse Gas Reporting Automated Demand Response Asset Planner

Figure 1.0 Ameresco’s Comprehensive Suite of Services

Ameresco was the first energy services provider accredited by National Association of Energy Service Companies (NAESCO) and is recognized by both the U.S. Department of Defense (DOD) and Department of Energy (DOE) as a federal qualified ESCO, a designation that Ameresco has held each year that these federal agencies have pre-qualified candidate firms. Like the NAESCO accreditation process, these federal qualifications are based on independent evaluations of Ameresco’s capabilities and ability to successfully develop, finance, implement and perform long-term performance services on behalf of its clients.

Ameresco holds multiple Super ESPC indefinite delivery/indefinite quantity (ID/IQ) contracts under both the DOD and DOE programs. In February 2014, the U.S. Army Corps of Engineers, Engineering and Support Center, Huntsville, working with the Army Energy Initiatives Task Force, awarded 20 base contracts to companies in three of the four energy-related technologies that are part of the \$7 billion capacity, large-scale renewable and alternative energy power production Multiple Award Task Order Contract (MATOC). Ameresco is proud to have been the only firm selected to perform work in each of the three energy-related technologies.

## Representative Renewable Energy and Solar Solutions and Services Expertise

### > Renewable Energy

#### Solar-Electric

Ameresco's solar photovoltaic portfolio includes over 123 MW completed/in construction.

#### Solar Thermal

This technology is often employed where clients have high hot water requirements, including Arizona State University's Recreation Facility and Maricopa County's correctional facilities.

#### Geothermal

In-house geothermal experts design pumps to efficiently provide both heat and cooling to a facility by storing and recapturing energy from the ground on a seasonally advantageous basis.

#### Wind, Small-Scale or Large-Scale

Available wind resources, utility net metering, and local incentives can make on-site wind generation a viable solution for meeting a significant portion of many clients' energy needs.

#### Biomass

Material like wood and other organic waste can be converted to energy by burning or gasifying it in a boiler to produce steam or gas. Our largest renewable energy project completed is a 20 MWe facility that uses biomass and other bioderived fuels as the primary source of energy.

#### Distributed Generation

Distributed generation systems slightly over-produce a site's electrical load. Excess generation is purchased by the utility company. All the Southwest renewable team's solar installations are distributed generation.

#### Daylighting

Natural light illuminates' spaces while making it more inviting to the occupants. Dimming ballasts for fluorescent fixtures with a built-in controller are available to automatically adjust the output of a fixture.

### > Mechanical/Electrical Systems

#### Heating

We replace low efficiency boilers and furnaces with higher efficiency equipment; install emissions controls, modify existing equipment or install new equipment to use cleaner fuels; and install biomass boilers.

### Ventilation and Indoor Air Quality Issues

Ameresco engineers regularly control building ventilation through the measurement of CO<sub>2</sub> levels, which can significantly impact cooling, heating and fan energy. AHUs and fan coil units are often installed to improve indoor air quality.

### Cooling

Typical HVAC energy conservation projects can include replacement of chillers and cooling towers; installation of VFDs; conversion of dual duct and multizone systems to VAV systems; replacing variable inlet vanes on fans with VFDs; and converting air-cooled chillers to water cooled systems.

### Control and Building Automation

Ameresco's engineers have a wealth of experience automating building systems for optimum performance under changing building operating conditions, which is a cost-effective conservation strategy.

### Fuel Switching

Ameresco converts electric and fuel oil fired boilers to natural gas. For example, we modified four gas fired turbines to use a mixture of natural gas and landfill methane at a BMW manufacturing plant.

### Central Plant

Expertise includes controls, converting plant hydronics to variable volume pumping, installing new equipment, water treatment, and retro-commissioning. Centralization can create scale benefits in cost, labor, maintenance and reliability.

### Water-Consuming

Replacing plumbing fixtures and flush valves with new lower flow units, installing low flow aerators on faucets, and fixture controls can provide a quick payback to help fund more costly measures.

## Solar Photovoltaic Projects

Ameresco has intimate knowledge of the ever and rapidly changing local renewable energy markets. As an active member of the solar community, Ameresco brings:

- Innovative financing solutions to help TIPS Members achieve their economic goals
- Global Supply Agreements with Tier 1 module and inverter manufacturers
- One hundred percent finance ability and banking and equity relationships second-to-none
- In-house design engineering, including some of the most knowledgeable and published solar engineers in the Western United States

Ameresco has particular expertise in designing custom solar PV and thermal systems for clients with challenging operational or installation requirements. Most of our projects are installed on active high profile public campuses that operate 24 hours a day, 7 days a week. These locations require extensive coordination efforts between numerous stakeholders, including site administration, facilities and

operations personnel, and permitting agencies to ensure that normal business operations are not interrupted.

Ameresco’s experience working on government sites throughout North America has given us unique insight into the implementation and phasing of a renewable energy project to meet the unique scheduling, budgetary and logistical requirements of our clients. We understand and appreciate the need to minimize any disruption to normal facility operations and take great pride in our approach of pre-planning, site work efficiency and logistics coordination while maintaining safety as our first and foremost priority.

In addition, the southwest renewable energy team provides the expertise needed to design systems that meet the local utility companies’ technological requirements (e.g., site interconnection regulations and equipment specifications), as well as any requirements established by the agencies providing additional rebates or incentives.

Additional strengths and capabilities include knowledge of tax codes, federal assistance programs, available tax credits, and a current and informed perspective on the ever-changing local utility-based renewable energy credit programs. Our understanding of contracting requirements, permitting processes, building codes and standards, integrated work processes, utility interconnection, system commissioning, energy monitoring and operating an energy system is unparalleled.

### System Sizing, Engineering and Design

Ameresco will design and engineer the system(s) in accordance with the professional standards, skill, expertise and diligence of design and construction of professionals and in accordance with the TIPS Member’s standards, practices, and methods currently and commonly used within their own utility network to plan, engineer, select, operate, schedule and maintain electric power facilities and equipment reliably, safely and efficiently, as well as prevent occurrence of any disruption in service.

### Turnkey Project Implementation

System delivery will be overseen by a Senior Project Manager (SPM) who will manage all aspects of implementation. This dedicated, in-house staff member will serve as the single point of contact during the construction phase, including equipment procurement, and subcontractor selection and management. The SPM is also responsible for permitting and regulatory compliance by Ameresco and its subcontractors. Ameresco is well-versed in developing and constructing projects in accordance with the applicable state and federal safety, environmental and other regulations required. Ameresco will also work to finalize interconnection applications upon receiving permitted drawings.

Ameresco will have an onsite presence from initial site-walks through construction, interconnection and commissioning to ensure that subcontractors install the systems safely, efficiently, and in accordance with design specifications. Once the array has reached its Commercial Operation Date, ongoing production assurance will be provided through a sophisticated remote monitoring system and O&M plan. We have designed a comprehensive approach to construction management to ensure that we



provide a project that achieves operational objectives with the highest level of safety at the lowest possible cost. **Ameresco has zero recordable safety violations on any of its solar installations.**

Construction management includes:

- Subcontractor selection through a rigorous selection process to ensure competitive pricing, best value, quality materials and a high level of workmanship
- Compliance with all state and local regulatory, permitting and licensing requirements
- Coordination with other capital improvement or facility projects that may coincide with the PV construction schedule
- Determination of roof warranty status on all roof mounted systems, so that array installation does not breach warranty terms and conditions (if applicable)
- Development of construction project schedule in collaboration with client staff and administration to minimize any potential disruptions
- Inspections of work site for safety and regulatory compliance at consistent, pre-determined intervals
- Compliance with contract terms
- Oversight of system commissioning and grid interconnection
- Staff training
- Project closeout

Ameresco is intimately familiar with the true demands and workload of a solar rollout. While we recognize that many variables can affect the design and implementation of a program, its ultimate success rests on the strength of the working relationship between Ameresco, and its clients, and their operational teams.

### Interconnection

The proper interconnection methodology for a solar PV array is a crucial element of the systems' overall design. The final design must be in compliance with applicable government and utility codes and regulations, so the array can safely and efficiently provide power back to the grid.

Engineers will consider specific State and client requirements, including temporary power provisions, required shutdowns and the ability to provide power for critical and emergency loads when designing the interconnection methodology.

### Commissioning

A crucial step in the completion of any project is to validate the installation, ensure that the scope of work meets or exceeds the original engineering design specifications, and document any changes or deviations from the original plan. It is the SPM's responsibility to ensure that the array is commissioned to optimally perform to maximize energy output.

To that end, Ameresco’s SPM is responsible for compiling a complete and accurate set of as-built drawings, which includes module maps listing the module serial numbers by string, as well as a spreadsheet illustrating the location of the modules by serial number. Electrical performance validation will be administered in accordance with Ameresco’s ‘Solar Commissioning & Testing’ document. These commissioning guidelines specify that the SPM obtains a comprehensive set of records for all third-party testing of all cabling, switchgear and electrical distribution equipment, as required.

During administration of the start-up and commissioning process, Ameresco will request the presence of any personnel that the client deems appropriate to witness the testing. Additionally, these staff members will receive manufacturer training respective to safe and proper operations of the equipment, as well as emergency shutdown procedures. Finally, with respect to O&M requirements, each respective inverter supplier will provide an overview of the recommended operations and maintenance protocols.

The TIPS Member and the site’s electric utility provider will complete final inspection and set the meter once the project has been commissioned by Ameresco. At that same time, the Authority Having Jurisdiction (AHJ) will issue a green tag. If available and/or applicable, the utility will require minor closeout paperwork to be completed in order to receive any incentives, permission to parallel with the grid, and select the proper renewable interconnection tariffs.

Ameresco’s experience working on active government sites, higher education campuses, prisons and hospitals throughout North America has given us unique insight into the implementation and phasing of a renewable energy project to meet the unique scheduling, logistical and budgetary requirements of our clients. We understand and appreciate the need to minimize any disruption to normal facility operations and take great pride in our approach of pre-planning, site work efficiency and logistics coordination while maintaining safety as our first and foremost priority.

### Disruption Mitigation

Ameresco will proactively mitigate any potential disruption to the daily operations during the installation phase. The client and/or appropriate site personnel will primarily be required to support project design and installation by meeting regularly with Ameresco’s construction team, providing reasonable access to the sites and facilitating the permitting process by providing its consent to the pertinent AHJ in a timely manner.

### Work Outage Plan

Ameresco will rely on our relationships with our electrical engineers, electricians and client facilities staff to ensure any planned power outages and that the interconnection work is seamless. The Ameresco construction team will always plan and coordinate all power outages with the TIPS Member.

To start that process, Ameresco will coordinate with the TIPS Member’s staff and administration to determine the best window of time for a power shutdown. Once the TIPS Member has provided its preferred timetable for shutdown, Ameresco will determine what specifically works best for the site and our electrical team. When all parties agree on a specific date and time, we will schedule the outage and present it to all involved parties. Ameresco will request that the TIPS Member notify the departments

and groups that may be impacted by the shutdown. We will make every effort to minimize any impact to operations and are prepared to discuss the outage with any group or individuals who may need additional explanation of the reasoning behind the shutdown. It is important that those within the affected sites understand we are part of their team and strive to minimize the impact we have on their working environment.

Outages will almost always be performed at night to minimize the impact to the TIPS Member while providing ample time to troubleshoot any issues that may arise after shutting power down to a service location.

Prior to the start of the shutdown, Ameresco will conduct a group safety meeting with all involved parties to review the shutdown schedule. The SPM will walk through the entire process of shutdown, interconnect and re-energizing of the system. This process is to ensure everyone understands all steps in the process and when they occur, thus enabling a safe and proper interconnection.

We will provide a detailed shutdown plan that will include the pertinent contractors and their site-specific safety plan, a detailed schedule of events for the shutdown, contact numbers for all parties involved in the work, and a contingency plan in the event there is a problem during the shutdown. Each contractor will have OSHA-compliant personal protective equipment (PPE) for the work they are conducting.

The shutdown procedures from our electricians are listed below. Each step in this procedure is recorded and signed by the responsible competent person in charge of the work.

- Service entrance section (SES) to be de-energized by TIPS Member’s facilities staff
- Lock-out/tag-out to be applied by electrician’s employees working on SES, Ameresco and TIPS Member
- Remove appropriate covers to SES to verify SES is de-energized
- Verify SES is de-energized
- Complete all work in SES in accordance with engineered drawings
- SES to be inspected by appropriate inspector prior to re-energizing SES
- Replace all covers to SES
- Remove lock-out/tag-out
- Client facilities staff to re-energize SES

## Turnkey LED Streetlight Retrofits

Ameresco has emerged as the national leader in municipal street lighting conversion projects, as evidenced by over 550,000 streetlights converted or in the process of being converted to energy efficient lights. As an example, Ameresco was recently selected to be the vendor for the City of Chicago \$160 million Smart Lighting Project, which is the largest street lighting project in the United States.

Additionally, the City of Phoenix recently selected Ameresco as the vendor for its \$30 million streetlight conversion project.

In 2016, Ameresco was selected to implement comprehensive energy saving street light conversion projects for the City of Tucson, Arizona. The \$15.8 million Tucson project includes the retrofit or replacement of 20,281 roadway, underpass and decorative lighting fixtures with high efficiency LED fixtures, as well as upgrades to the lighting in six City of Tucson parking facilities to LED lighting with occupancy and light level (daylighting) controls. The project also includes the citywide installation of the ROAM adaptive control system for all roadway fixtures. Selected via a multi-phase competitive process, the Ameresco City of Tucson Team performed an IGA of the City's street lights that included data reconciliation, field audits and the innovative design of street light conversions across the city. Replacement fixtures were calculated based upon the road type (intersection or road segment), model, type and wattage of the existing fixture, the roadway classification, lane numeration, the light layout (staggered, opposite, median mounted or on one side of the road), pole spacing, as well as whether the light fixture was over a median or right turn lane. Obstacles included non-one-to-one proposed fixtures, field auditing in extreme heat, additional required data collection and design work, auditing vast areas without streetlights, as well as meeting or exceeding aggressive energy efficiency and Dark Skies compliance priorities. The data collection and analysis resulted in a guaranteed energy savings of \$180,000 per month in electrical costs, while reducing the City's overall energy consumption by 78 percent.

## Project Safety and Site Management

All phases of project design, implementation, and long-term performance monitoring and O&M services are achieved with safety as our number one focus. [At 0.68, Ameresco's Experience Modification Rating \(EMR\) is one of the best in the industry.](#) No financial goal, work task, client deliverable, or schedule demand is worth an injury or environmental compromise. It is the responsibility of every Ameresco employee, supplier, contractor, partner and vendor to strive at all times and on every work assignment to work safely and in an environmentally responsible fashion. In fact, Ameresco considers good health, safety and environmental performance as a fundamental element of providing industry-leading comprehensive energy solutions on behalf of our clients.

To these ends, Ameresco is committed to meeting or exceeding 100 percent compliance to all established safety and health regulations, zero accidents and maintaining a safe and healthy work environment. We currently have implemented policies, procedures, training and self-assessments to ensure compliance with the following federal regulations, in addition to any site-, client-, and/or jurisdictional-specific requirements:

- OSHA 29 CFR 1910 (General Industry Standards)
- OSHA 29 CFR 1926 (Construction Standards)
- U.S. Army Corps of Engineers EM 385-1-1 (US Military Safety Standards)
- U.S. Department of Energy 10 CFR 851 (Worker Safety & Health Standards)

The Ameresco Corporate Safety & Health Program incorporates an Integrated Safety Management System (ISMS) approach to ensure compliance and quality in relation to project-specific goals and objectives. The ISMS is a practical approach to the prevention of accidents and emphasizes the necessity of on-site accountability and management of safety planning. A central premise is that work planning starts with a focus on the nature of the job to be performed and assessment of the hazards involved in each step. Through the use of self-assessment and feedback from the site personnel, continuous improvement in each safety process is expected. Our ISMS approach is based on defining the scope of work, analyzing the potential hazards, developing and implementing mitigation controls, performing the work safely, and providing feedback for improvement.

Because of Ameresco's commitment to safety and strong safety record, Ameresco recently received the [National Safety Council's \(NSC\) Occupational Safety Excellence Achievement Award](#). This award is given to organizations whose lost workday incident rate is equal to or less than 50 percent of the BLS rating. We have also received the [NSC's Industry Leader Award](#) for our industry-leading safety record. Additionally, our projects at the Portsmouth U.S. Naval Shipyard received the [Navy Star Safety Awards](#) for our outstanding safety record on an on-going, multi-phase energy conservation and renewable energy project.

## Financing Capabilities

Ameresco has sourced and raised more than \$2 billion of project financing over the past 17 years from various lending sources including John Hancock, Bayerische Landesbank, Bank of America, Capital One, Chase Bank, PNC, Union Bank, US Bank as well as several regional banks and other financial institutions. Using existing cash resources, cash flows from Ameresco's operating activities, and access to credit through multiple lending relationships, Ameresco has the resources necessary to develop, implement and finance energy projects of nearly any size of scope.

[Ameresco's technology and vendor neutral approach flows through to our financing and allows for multiple options](#). Ameresco's finance professionals have years of experience assisting clients identify the most cost-effective financing mechanisms for implementing a wide array of energy projects including tax-exempt financing, power purchase agreements (PPA), or some combination thereof.

## Local History

Ameresco has been performing work in the State of Texas for over 17 years as a firm, with many of our qualified team members possessing decades of local Texas experience. Ameresco will serve TIPS Members from its offices in Dallas, Texas, with support from its additional offices in San Antonio and Tomball, as well as from Ameresco's Southwest Region Headquarters located in Phoenix, Arizona. This team of professionals has a strong history and reputation throughout Texas and will co-author solutions that meet the fiscal, operational and environmental goals of the TIPS Member while supporting the local Texas community.

Clients who select Ameresco can be certain they are dealing with a company who recognizes the importance of delivering high-quality products, systems and services. Our experience has taught us that the long-term success of any project or relationship requires adherence to the quality process as a number-one priority and must be recognized as such at all levels in the organization. All Ameresco projects regardless of size or scope receive the same level quality and dedication.

Since Ameresco's inception, we have designed and implemented over \$5 billion in energy projects, including over 300 MW in renewable energy solutions. Over the past five years, we have completed over \$2.4 billion in energy projects for government entities throughout North America, including state agencies, cities and counties, higher education institutions, K-12 public and private schools, the federal government, commercial and industrial clients, and non-profit organizations throughout North America. With over 1,000 employees, Ameresco has emerged as the industry's leader in developing energy solutions including solar photovoltaics (PV) and thermal, landfill-gas-to energy, biomass, biogas, geothermal, LED streetlighting and Smart City, energy conservation and cogeneration. Ameresco delivers timely and cost-effective projects that support our clients' financial, energy production and conservation goals.