

TIPS VENDOR AGREEMENT

Between RWH Energy and _____
(Insert Company Name)

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

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

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

Assignments of Agreements

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

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

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

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

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

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

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

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

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

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

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

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

Shipments

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

Invoices

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

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment

statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

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

Participation Fees and Reporting of Sales to TIPS by Vendor

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

Reporting of Sales to TIPS by Vendor

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

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

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

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.

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

Licenses

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

Novation

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

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

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

Smoking

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

Marketing

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

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the

accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS

Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

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

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

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

Insurance Requirements

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

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

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

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

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

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name RWH Capital, LLC d/b/a RWH Energy

Address 777 S Flagler Dr Suite 800 - West Tower

City West Palm Beach State FL Zip 33401

Phone 337-278-9959 Fax _____

Email of Authorized Representative brant.deshotels@rwhenergy.com

Name of Authorized Representative Brant Deshotels

Title COO


Signature of Authorized Representative 

Date 2/10/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/24/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



220104 Addendum 1 RWH Energy, LLC Supplier Response

Event Information

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

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

Contact Information

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

RWH Energy, LLC Information

Contact: Brant Deshotels
Address: 777 S Flagler Dr
Suite 800 - West Tower
West Palm Beach, FL 33401
Phone: (337) 278-9959
Email: brant.deshotels@rwhenergy.com
Web Address: www.rwhenergy.com

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

Brant Deshotels

Signature

Submitted at 2/11/2022 2:22:59 PM

brant.deshotels@rwhenergy.com

Email

Supplier Note

I uploaded our proposal response to the RFQ in #12 Supplementary section of the response attachments, I did not find an open request field for it anywhere else.

Requested Attachments

Agreement Signature Form

220104 ESPC Agreement Signature Form.pdf

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

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

Confidentiality Claim Form

220104 ESPC CONFIDENTIALITY CLAIM FORM.pdf

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

Proposed Goods and Services

RWH Capability Statement.pdf

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

Reference Form

220104 ESPC Reference_Form - leave as Excel.xls

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

Current W-9 Tax Form

W9 .pdf

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

Vendor Agreement

220104 ESPC Vendor Agreement.pdf

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

DO NOT UPLOAD encrypted or password protected files.

OPTIONAL Information Requested

No response

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

All Other Certificates

CVE Letter (SDVOSB) (2019-2022).pdf

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

DO NOT UPLOAD encrypted or password protected files.

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

D/M/WBE Certification OPTIONAL

OSD_MBE_Certificate (2021-2023).pdf

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

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

RFQ 220104 TIPS ESPC proposal.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

RWH Logo (H).jpg

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

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

No response

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

Disclosure of Lobbying Activities Standard Form LLL

No response

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

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

YES

2 Yes - No
Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.
Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No
The Vendor can provide services and/or products to all 50 US States?

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.)

6 Primary Contact Name
Primary Contact Name

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Primary Contact Email

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3372789959"/>
----------	--

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	---

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	--

12	Secondary Contact Name Secondary Contact Name <input type="text" value="Shane Osborn"/>
-----------	--

13	Secondary Contact Title Secondary Contact Title <input type="text" value="CEO"/>
-----------	---

14	Secondary Contact Email Secondary Contact Email <input type="text" value="Shane.osborn@rwhenergy.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4026090344"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	---

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	--

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Brant Deshotels"/>
-----------	---

1 9	Admin Fee Contact Email Admin Fee Contact Email brant.deshotels@rwhenergy.com
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 3372789959
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Brant Deshotels
2 2	Purchase Order Contact Email Purchase Order Contact Email brant.deshotels@rwhenergy.com
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 3372789959
2 4	Company Website Company Website (Format - www.company.com) www.rwhenergy.com
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. No response
2 6	Primary Address Primary Address 777 S Flagler Dr Suite 800-West Tower
2 7	Primary Address City Primary Address City West Palm Beach
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) FL
2 9	Primary Address Zip Primary Address Zip 33401

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.)

ESCO, energy, savings, performance, contracting, ESPC, reduction, lighting, LED, HVAC, cooling tower, water, conservation, ECM, CHP, combined heat and power, cogeneration, solar, array, renewable, microgrid, turbine, green, building, UV, UV-C, UVC, mechanical, design, engineering

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

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

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

Yes

32 Yes - No

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

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

OR

(B) employs at least 500 persons in Texas?

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

No

33 Company Residence (City)

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

West Palm Beach

34 Company Residence (State)

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

FL

3
5

TIPS Administration Fee

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

3
6

Yes - No

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

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

3
7

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

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

3
8

Years in Business as Proposing Company

Years in business as proposing company?

3
9

Resellers:

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

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

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

4
0

Right of Refusal

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

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

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

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

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

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

4 **Filing of Form CIQ**

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

4 **Regulatory Standing**

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

4 **Regulatory Standing**

5 Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

47 Suspension or Debarment Instructions

Instructions for Certification:

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

48 Suspension or Debarment Certification

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

4 **Non-Discrimination Statement and Certification**

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

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

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

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

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

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

Yes, I certify (Yes)

5 **2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

5
1 **2 CFR PART 200 Contracts**

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

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

Does vendor agree?

5
2 **2 CFR PART 200 Termination**

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

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

Does vendor agree?

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

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

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

Does vendor agree?

5 4 2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

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

Does vendor agree?

5 5 2 CFR PART 200 Federal Rule

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

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

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

5 6 2 CFR PART 200 Procurement of Recovered Materials

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

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

5
7

2 CFR PART 200 Rights to Inventions

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

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

Does vendor agree?

5
8

2 CFR PART 200 Domestic Preferences for Procurements

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

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

Does vendor agree?

5
9

2 CFR PART 200 Ban on Foreign Telecommunications

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

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

Does vendor agree?

6 2 CFR PART 200 Contract Cost & Price

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

Does Vendor Agree?

6 1 FEMA Fund Certifications

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

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

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

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

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

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

6 2 Certification of Compliance with the Energy Policy and Conservation Act

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

Does Vendor agree?

6
3

Certification Regarding Lobbying

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

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

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

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

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

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

6
4

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

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

6
5

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

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

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

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

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:

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

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

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

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

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

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

YES

6 7 Indemnification

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

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

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

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

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

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

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

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

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

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

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

to these terms?

Yes, I Agree (Yes)

**6
8 Remedies**

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

Do you agree to these terms?

**6
9 Remedies Explanation of No Answer**

**7
0 Choice of Law**

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

Do you agree to these terms?

**7
1 Venue, Jurisdiction and Service of Process**

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

Do you agree to these terms?

**7
2** **Infringement(s)**

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

Do you agree to these terms?

Yes, I Agree

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

No response

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

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

Yes, I Agree (Yes)

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

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

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

Fingerprint

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

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

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

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

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

None

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

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

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

9 Texas Government Code 2270 & 2271 Verification Form

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

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

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

8 **Logos and other company marks**

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

Potential uses of company logo:

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

8
1

Solicitation Deviation/Compliance

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

Yes

8
2

Solicitation Exceptions/Deviations Explanation

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

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

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

No response

8
3

Agreement Deviation/Compliance

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

Yes

8
4

Agreement Exceptions/Deviations Explanation

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

No response

8
5

Felony Conviction Notice

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

Select A., B. or C.

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

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

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

B. Firm not owned nor operated by felon; per above

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

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

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

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

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

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

88 **Member Access to Vendor Proposal**

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

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

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

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

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

9 1 Indemnity Limitation with TIPS Members

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

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

9 2 Arbitration Clauses

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

9 3 Required Vendor Sales Reporting

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

9 4 Upload of Current W-9 Required

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

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

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

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

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

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

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

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

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

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

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

**9
8 Acknowledgement**

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

AMENDED

OPTIONAL INFORMATION REQUESTED

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

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

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

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

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

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

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

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

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

TIPS RFQ 220104 Energy Savings Performance

References

Contracts

RWH Energy

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

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than FIVE (5) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
Net Lease Capital Advisors (NLCA)	Scott Million	scott_million@million-assoc.com	803-493-3089
FBI San Diego	Nicole White	nicolew@molaskyco.com	858-880-6881
Oklahoma Department of Veterans Affairs	Dorita Herd	Dorita.Herd@odva.ok.gov	405-523-4046
Engie	Ed Meinking	edward.meinking@engie.com	913-669-4564
Red Development	Bernie Wiese	bwiese@reddevelopment.com	402-598-4396
Molasky Group	Mike Sims	mikes@molaskyco.com	513-568-9037
De Lage Landen	Chris Rooney	crooney@leasedirect.com	484-682-4387
VA Birmingham	Mike McAdroy	mikem@blackfinllc.com	334-320-7283
SSA Birmingham	Ed Screven	escreven@corporaterealty1.com	813-802-8018

Required Confidential Information Status Form

RWH Capital, LLC d/b/a RWH Energy

Name of company

Brant Deshotels Chief Operating Officer

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

777 S Flagler Dr Suite 800-West Tower West Palm Beach FL 33401 337-278-9959

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

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

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

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

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

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

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

Signature _____ Date _____

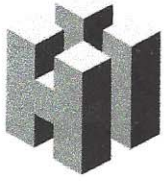
OR

OPTION 2:

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

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

Signature  Date 2/10/2022



HIIG | SURETY

March 9, 2022

RE: RWH Capital, LLC d/b/a RWH Energy - 777 S. Flagler Dr. Suite 800 - West Tower, West Palm Beach, FL 33401

To Whom It May Concern:

RWH Capital, LLC d/b/a RWH Energy is a highly regarded and valued client of Surety Bond Professionals, Inc. and Great Midwest Insurance Company. Surety Bond Professionals, Inc. and Great Midwest Insurance Company are both very impressed with RWH Capital, LLC d/b/a RWH Energy experience and professionalism. Throughout their relationship, Great Midwest Insurance Company has provided all the surety bonds that RWH Capital, LLC d/b/a RWH Energy clients have requested.

With respect to RWH Capital, LLC d/b/a RWH Energy bonding needs, please be advised that Great Midwest Insurance Company is willing to support individual projects with contract values approaching \$2,000,000 and corresponding backlogs approaching \$4,000,000. As of 3/9/2022 they have \$4,000,000 in bonding capacity available.

Naturally, as is customary within the surety industry, the approval of any bid or final bonds will be subject to a favorable underwriting review of project specifics, including contract terms, conditions, bond forms and verification of complete project financing by both RWH Capital, LLC d/b/a RWH Energy and Great Midwest Insurance Company at the time a bond request is made by RWH Capital, LLC d/b/a RWH Energy to its Surety. We assume no liability to you or to third parties by issuance of this letter.

Surety Bond Professionals, Inc. and Great Midwest Insurance Company strongly recommend RWH Capital, LLC d/b/a RWH Energy to you. Please feel free to contact this office at 781-559-0568 should you have any questions regarding the bonding capacity or technical ability of RWH Capital, LLC d/b/a RWH Energy.

Sincerely,

A handwritten signature in blue ink that reads "Mark D. Leskani".

Mark D. Leskani
Attorney-in-Fact



800 Gessner Road, Suite 600
P: 713-935-4920 | www.hiig.com

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Greg Angel, Mark D. Leskanic, Matthew Leskanic, Bette Botticello

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

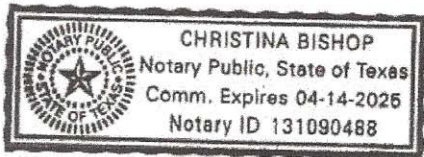


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of March, 2022.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



RWH Energy

RWH Energy would like to thank you in advance for your review of our proposal in response to RFQ 220104 - Energy Savings Performance Contract.

RWH Energy is a Service-Disabled Veteran Owned Small Business created to provide our clients energy solutions to meet and exceed their energy goals. We have established a proven, turn-key approach to deliver service to our clients which provide significant energy reductions and overall cost savings.

We assist our clients in achieving their energy goals by measuring their overall facilities' utility consumption, designing an energy plan, installing Energy Conservation Measures (ECMs) and guaranteeing energy savings.

RWH Energy also offers finance solutions to fund energy projects to offset the need for any up-front capital. The payments are structured below the energy savings effectively providing zero impact to the operational budget. In many cases we can provide an immediate increase in cash flows as well.

RWH is owned and managed by military veterans; each having served multiple combat tours around the globe. The honor, pride, and commitment we provided in service to our country are now the corner stones of our business.

Our project approach begins with understanding the needs of our clients. After we have discussed project goals and objectives RWH will conduct an initial site visit. This inspection will identify possible Energy Conservation Measures (ECMs) and allow us the opportunity to gather enough information to provide a Preliminary Assessment (PA) report. Once the PA is presented and ECMs are agreed upon, we will conduct a more thorough Investment Grade Audit (IGA). Upon acceptance of the IGA, RWH will secure financing for the project and enter the Engineering, Procurement and Construction (EPC) phase. Upon completion of the EPC, the project is certified through Measurement & Verification (M&V) and commissioned. RWH can also provide Operations and Maintenance (O&M) options if requested or required.

We look forward to this opportunity and appreciate your time and consideration of our proposal.

A handwritten signature in black ink, appearing to read "Brant Deshotels", is positioned above the typed name.

Brant Deshotels
Chief Operating Officer
RW Energy



RWH Partners Contact Information

	Chief Executive Officer	Chief Operating Officer
Name:	Shane Osborn	Brant Deshotels
Phone:	(402) 699-0344	(337) 278-9959
Email:	Shane.Osborn@rwhcapital.com	Brant.Deshotels@rwhenergy.com

Address:

RWH Energy
777 South Flagler Dr.
Suite 800 - West Tower
West Palm Beach, FL 33401

Core Capabilities

RWH Energy offers a wide array of services to provide our clients with a turn-key solution to meet their energy goals. Please reference our core capabilities listed below:

- ✓ **Energy & Utility Audits**
- ✓ **Project Development**
- ✓ **Energy Engineering**
- ✓ **Project Management**
- ✓ **Project Financing**
- ✓ **Performance Contracting**
- ✓ **Energy Service Agreements**
- ✓ **LED Lighting & Lighting Controls**
- ✓ **HVAC Efficiency Solutions**
- ✓ **Building Management Controls**
- ✓ **Microgrid Solutions**
- ✓ **Renewable Energy Design/Install**
- ✓ **Combined Heat & Power**
- ✓ **Commissioning/Retro-commissioning**

Additional Company Information and Organizations

- Service-Disabled Veteran Owned Business, U.S. Department of Veterans Affairs
- Florida Veteran Business Certification
- PMP Master's Certificate
- OSHA 30
- Florida Association of Veteran Owned Businesses
- Veterans of Foreign Wars
- American Legion

San Diego, CA



U.S. Federal Bureau of Investigations

Type:	Energy Services Contract
Project Size:	248,882 SF
Project Cost	\$1,159,293
Date:	2020-2021
ROI:	3.29 Years

RWH Energy conducted a site-visit of the FBI Divisional Offices located in San Diego California to explore sustainable energy solutions. The engineered energy analysis resulted in interior and exterior led lighting upgrades, a 249 kW – DC rooftop solar array and upgrades/repairs to an existing 200kW solar (PV) system.

RWH Energy coordinated with the GSA contracting officer, the FBI facilities manager, on-site personnel and is responsible for the design, engineering, procurement, project management, construction management, installation, commissioning, on-going measurement & verification, and repair & replacement of the energy system. The project falls directly in line with major stakeholders' goals and the Department of Justice's Sustainability and Resiliency Performance Objectives.

Birmingham, AL



U.S. Social Security Administration

Type:	Office and Parking Garage Lighting Retrofit
Project Size:	665,000 SF
Project Cost	\$774,000
Date:	2019
ROI:	3.96 Years

RWH Energy conducted an energy analysis for the Social Security Administration (SSA) Regional facility, managed by the U.S. General Services Administration (GSA) located in downtown Birmingham, AL. RWH determined that an LED lighting retrofit for both office spaces and parking garage would result in a 3.96-year ROI. RWH worked with SSA employees and installed sample LED fixtures for SSA and GSA engineers to conduct a thorough assessment of the lumen levels.

Once the engineers approved the lighting products, RWH arranged financing and provided design/engineering, procurement, project management, construction management, installation and commissioning of the lighting system that is saving the SSA over \$20,000 per month in electric utility costs.

Oklahoma State-Wide



Oklahoma Department of Veterans Affairs

Type:	ESPC Enable
Project Size:	3 Skilled Nursing Facilities
Project Cost:	\$1.4 million
Date:	2019
ROI:	5.5 Years

In February of 2016 RWH Energy created a relationship with the Oklahoma Department of Veterans Affairs (ODVA) Constructions Programs Administrator. After investigating the needs of the ODVA RWH determined that an LED lighting retrofit, using the DOE ESPC Enable program would assist ODVA in significantly reducing its utility expense.

RWH teamed with Engie Services US and conducted a preliminary assessment (PA), investment grade audit (IGA) and assisted in the contracting of three critical facilities across the state. RWH was responsible for the design/engineer, procurement, project management, construction management, installation and commissioning of the lighting retrofit.

Oklahoma City, OK



Oklahoma City University

Type:	Energy Savings Performance
Project Size:	26 Buildings
Project Cost:	Leidos \$8.1MM RWH \$1.8MM
Date:	2018
ROI:	11 Years (Lighting <5-year ROI)

In February of 2016 RWH Energy created a relationship with the University's Director of Facilities to explore energy savings opportunities and create an energy plan. RWH teamed with Leidos Engineering, conducted a Preliminary Assessment and the team was selected to perform a campus wide ESPC. The project included steam elimination, chiller optimization, variable refrigerant flow, LED lighting retrofit, lighting controls and energy management system upgrades.

RWH Energy was responsible for the preliminary assessment, investment grade audit, design/engineer, project management, procurement, installation and measurement and verification of indoor and outdoor LED lighting upgrades, lighting controls, emergency lighting upgrades and retrofits for 26 buildings campus wide.

Birmingham, AL



U.S. Department of Veterans Affairs

Type:	Parking Garage Lighting Retrofit
Project Size:	665,000 SF
Project Cost	\$498,000
Date:	2018
ROI:	3.76 Years

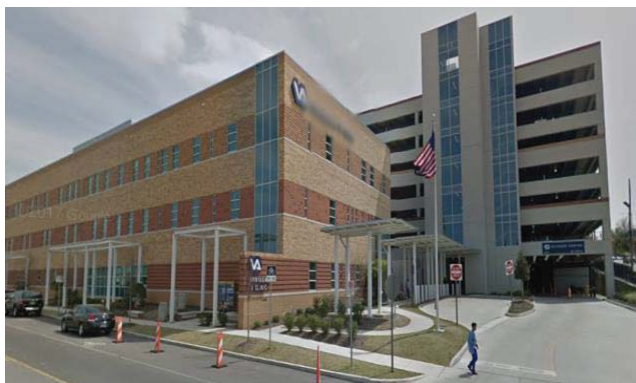
RWH Energy conducted an energy analysis of the U.S. Department of Veterans Affairs parking garage located in downtown Birmingham, AL. RWH determined that a lighting retrofit would provide 64% energy reduction by replacing 762 150W metal halide garage canopy fixtures with Cree IG series 66W LED garage canopy fixtures.

RWH provided 4 sample fixtures for VA engineers to conduct a thorough assessment of the lumen levels for the new LED fixtures. Upon approval, RWH was responsible for the design/engineer, procurement, project management, installation, measurement & verification, and operations & maintenance.

RWH also provided financing and structured a custom sales agreement to facilitate the requirements of the VA. This agreement allowed a true off-balance sheet financial instrument while maintaining an ROI under 4 years.

“Good morning, I just wanted to inform everyone this is the best contractor I have ever worked with, zero problems, no calls from VA; these guys are professional, efficient and courteous to everyone. I think I spent thirty minutes showing them around and getting them access. From that point they took off running. I wish I had more contractors like this; 745 lights in six days”.

-VA Facilities Director



References

Entity Name	Contact	Email	Phone
Net Lease Capital Advisors	Scott Million	scott_million@million-assoc.com	803-493-3089
FBI San Diego	Nicole White	nicolew@molaskyco.com	858-880-6881
OK Dept. of Veterans Affairs	Dorita Herd	dorita.herd@odva.ok.gov	405-523-4046
Engie Services US	Ed Meinking	edward.meinking@engie.com	913-669-4564
Red Development	Bernie Wiese	bwiese@reddevelopment.com	402-598-4396
Molasky Group	Mike Sims	mikes@molaskyco.com	513-568-9037
De Lage Landen	Chris Rooney	crooney@leasedirect.com	484-682-4387
VA Birmingham	Mike McAdory	mikem@blackfinllc.com	334-320-7283
SSA Birmingham	Ed Screven	escreven@corporaterealty1.com	813-802-8018
U.S. Dept. of Energy	Douglas Eisemann	Douglas.eisemann@csra.com	703-232-9905
U.S. Dept. of Veterans Affairs	Phyllis Stange	phyllis.stange@va.gov	334-320-7284

Project Management

RWH provides detailed project management and construction plans for every project. The comprehensive project plan begins during the audit phase, is finalized with the client during the development phase and monitored throughout the construction or implementation phase. Our detailed audits provide exact project requirements for every area associated with the project. The audit will identify the area, the existing equipment and the proposed equipment and action necessary for implementation including the time required for installation. This data allows us to build a project schedule with specified times and dates for all aspects/areas of the project. We work with our clients to ensure an effective project plan is proposed and implemented taking into consideration many factors such as access, existing schedule of occupants, time of day/use, lock out tag out requirements for power and many other project specifics. We have successfully completed all our past projects in a timely manner and with full confidence of our clients. Unforeseen circumstances will arise, but we have managed them extremely well due to our communication throughout the project. The project manager on-site and construction manager hold weekly meetings to discuss safety, current workflow/progress, upcoming workflow (2-week look ahead) and any potential issues. This approach has proven to be vital to the successful management of our projects. Oversight and involvement of all stakeholders is necessary during the construction phases ensuring all personnel associated to the project are involved including the client and their designated point of contact, RWH management, and on-site personnel including all sub-contractors.



Measurement & Verification

RWH follows the International Performance Measurement and Verification Protocol (IPMVP) and the Department of Energy (DOE) requirements for all M&V. Other sources are also utilized pending the project location, site, client, or tenant. Some examples include the Technical Information Library (TIL) for VA hospitals and clinics along with other applicable Federal locations, Appendices of the Federal Energy Management Program (FEMP) such as Appendix B for sampling guidelines or Appendix G for Lighting M&V. Rebate programs and grant applications have a potential impact on the M&V requirements as well. Establishing a baseline is the most important factor followed closely by the selection of M&V Option(s) that will determine the savings calculations and M&V requirements. A baseline is established by auditing the facility, recording exact equipment associated to the project, it's appropriate run times and energy consumption and verifying the findings through multiple sources. These sources include manufacturer specifications, measurement of performance through energy monitoring equipment, deployment of data loggers, equipment inspection and discussions with the client. The specific Energy Conservation Measure (ECM), the cost of implementing an appropriate M&V plan and the overall confidence coefficient of the project requirements will determine which M&V Option will be specified for each ECM. Following the protocols and additional data mentioned above will direct the development and management of the Option selected. Savings guarantees can be provided, if required by the project, through third party insurance programs specifically designed to ensure the underlying performance of each ECM based on the calculated savings and evaluation criteria.

Experience in the field of Energy Savings Performance Contracts

RWH Energy's business model is hinged on the successful development and implementation of energy projects. Most of the projects that comprise our past performance include Energy Savings Performance Contracts which include our exclusive GSA Leased Property Energy Performance Contract (EPC). The contract we've established for GSA Leased Property is one of our most valued accomplishments. No other company currently has a solution to the complex requirements involved when dealing with energy efficient improvements of privately-owned assets that are leased to the Federal Government. Our success in developing this contract solution undoubtedly demonstrates our comprehensive expertise in this field. RWH is dedicated to these programs and our personnel reflect the requirements necessary for successful implementation. We have internal and external experts in a variety of fields associated to energy use and energy conservation and/or energy generation. We specialize in LED Lighting, Solar, Combined Heat & Power and Microgrid solutions and maintain relationships with other businesses of varying size that specialize in other areas such as water conservation, building envelope, roofing, commissioning, re-commissioning, retro-commissioning, HVAC and mechanical along with geothermal, wind, micro-turbine and various off-grid generation solutions. We combine these experts based on the audit findings at each facility ensuring the goals of the client are met with the highest industry standards. RWH deploys teams representative to each ECM identified on a project site to perform the necessary due

diligence and development of their respective project scope. Unlike more traditional ESPC providers, RWH takes a somewhat different approach. We take each ECM and manage it accordingly meaning some ECMs are quick to develop such as water or lighting while others such as solar or mechanical improvements take more time. Our priority is addressing the energy savings of our clients and with respect to energy reduction or energy production; time is money. So, we deploy a phased approach where necessary to capitalize on energy reductions as early as possible by developing the lower cost/faster ROI projects first followed by projects that may take longer to engineer, develop, or plan. We have control of the financing and can blend these projects upon final completion of all phases, so the blended ROI approach is still effective. If, for some reason, the ECMs cannot be blended we will adjust and address those issues on a project-by-project basis and provide the most value to the client. RWH and its ownership have decades of combined experience in the energy sector. Referenced below is a list (abbreviated/sample size) of affiliated organizations we maintain teaming agreements/relationships with to provide comprehensive energy savings solutions;

- Alares – engineering firm specialized in commissioning and optimization of various ECM’s
- Envocore – formerly Water Savers, now a conglomerate of multiple disciplines, partner company specialized in water conservation
- Cost Control – partner company providing comprehensive review, inspection and remediation services for all service providers (gas, water, electric, phone, internet, etc.)
- De Lage Landen – finance partner
- Rexel Energy Solutions – national distributor for a wide range of products
- Crescent Electric – national distributor for a wide range of products
- MaxLite – lighting manufacturer and strategic lighting partner
- AB Groupo – partner company for combined heat & power
- SnapCount – auditing software provider
- Engie - large ESCO partner
- Evergreen UV / Lumalier – partner company/manufacturer of HVAC UV-C
- Energy Services Group (ESG) – large ESCO partner
- HWH – large construction partner
- ICS Tax – partner company providing a wide array of tax incentives and tax review
- Trinity – provides extended product and service warranties
- Veolia – provides specialized recycling requirements
- Energi – provides insurance policies for guaranteed savings contracts
- Centrica – partner company for photovoltaic construction
- RK Mechanical – partner company specialized in HVAC/mechanical systems
- Advanced Electrical Solutions – partner company and national electrical contractor
- Mobile Mini – national account for storage units and affiliated project needs
- Wide range of LED lighting manufacturers
- Wide range of HVAC and mechanical equipment manufacturers



Staffing / Personnel

Shane Osborn - Chief Executive Officer - US Navy Veteran

Brant Deshotels - Chief Operating Officer – US Marine Corps Veteran

Dr. Stephens The' - Director of Systems Integration

Howard Ulep - Director of Finance

Sam Wheeler - Managing Director

Michael Yore - Project Manager - US Army Veteran

Joshua Lippiatt - Business Development Manager

Curtis Bohlman - Project Manager - US Army Veteran

Gerald Koenig - Advisory Board - US Army Veteran

Mark Lumer - Advisory Board

Project Development Overview

Below is a bullet point overview of the milestones involved in a hypothetical lighting project as an example of our processes and procedures;

- Introduction and presentation of our business proposition
- Overview with the client of how an Energy Performance Contract works
- Client shows interest and allows us to perform a Preliminary Assessment (PA) at no risk to the client (at risk to RWH)
- Present PA findings to client
- Client agrees with assessment findings and wants to move to contract
- Present Letter of Intent (LOI) to client which stipulates performance parameters (ROI) required by RWH to meet and financial risk if client disengages from the project at no fault of RWH (engineering and project development costs assessed as a “break fee” to the client if they decide to no longer pursue the project despite RWH meeting the performance requirements)
- Perform the Investment Grade Audit (IGA)
- Calculate the baseline and determine M&V protocols
- Develop the project; design, engineer, specify, plan and provide fixed firm pricing
- Present Investment Grade Audit / Project proposal
- Client decides to move forward with the ESPC
- All engineering and development costs are rolled into the project
- Develop baseline M&V requirements (sample size testing or simulation)
- Begin Implementation Phase
- Order equipment
- Finalize the project plans; safety, QA/QC management and recycling
- Arrange for all on-site required equipment (dumpsters, lifts, containers, etc.)
- Equipment arrives / Construction begins
- Adhere to project plan, safety plan and maintain weekly construction meetings
- Address changes as needed based on construction meetings and adherence to project plan
- Achieve substantial completion

- Work punch list items to finalize the project
- Commission the equipment and finalize M&V requirements (sample size measurements or installation of monitoring equipment)

Financial Strength/ Bonding Capacity

RWH has current bonding capacity up to \$2MM per project and an aggregate of \$4MM. Our focus or niche project size is between \$500K and \$1MM with an average ROI of 4-6 years or less. We have analyzed this market over the years and our project range fits perfectly with our business model. We do not want to compete with the very large ESCO's who focus on much higher valued projects and the market is saturated within the \$5MM+ range. We offer a significant value as a small business with a wide range of capabilities to client's who may have lower cost project needs or prefer to phase the projects out into more manageable segments.

RWH can provide "guaranteed savings" via an insurance policy that ensures the performance and savings of the overall project through several partner providers. These guarantees differ from surety bonds for payment and/or performance in that they are provided as an insurance wrap. Each policy (project) guarantee is based on specific evaluation and consideration of ECM's and the level of guarantees required per the contract. In our experience not all projects are robust or complicated enough to require a guarantee but if it's necessary, we have the solutions to execute.

Shane J. Osborn

M: (402) 699-0344 | E: shane.osborn@rwhenergy.com

CEO - RWH Energy

Founded and leads all aspects of RWH Energy. RWH stands for "Return With Honor."

Education

- University of Nebraska at Lincoln
- Bachelor of Science - Mathematics and Statistics with emphasis in Actuarial Science

Experience

May 2014 – present

CEO | RWH Capital LLC dba RWH Energy | West Palm Beach, FL

Shane's financial background led him into the ESPC finance industry over a decade ago when he partnered with Bank of America. His success in energy finance led him to transform RWH into a full service ESCO and his vast network helps lead business development and finance across all divisions and markets for RWH. Shane's experience as State Treasurer helps him relate and understand how government contracting is performed.

December 2011 – present

Chairmen/Owner | Treasury Services Group | West Palm Beach, FL

Founded and lead the top Unclaimed Property Auditing firm in the country. TSG contracts with 42 states and acts as their agent to recover millions of dollars in unclaimed property annually and return it to its rightful owner.

December 2011 – May 2021

Founder/Owner | CAVU Advisory LLC | Omaha, NE

Founded and led the aviation risk management consulting firm with clients worldwide, including foreign heads of state. Implemented Safety Management Systems for insurance clients.

January 2007 – January 2011

Nebraska State Treasurer | State of Nebraska

Youngest elected State Treasurer in Nebraska history. Elected as President of the National Association of State Treasurers. Brought transparency in spending to the state by placing all contract and expenditures online and reduced the budget over 20% during a four year term.

May 2005 – December 2011

Managing Director Aviation | SilverStone Group | Omaha, NE

Founded and led the fastest growing aviation insurance division in the country. Implemented Safety Management Systems for insurance clients. Top 3 producer every year with the company that has over 250 employees.

May 1996 – May 2005

Naval Officer/Aviator

Obtained the rank of Lieutenant Commander. Graduated number one in his flight training class. Highly decorated combat Naval Aviator. Top Secret/SCI clearance. 100% disability rating by the Department of Veterans Affairs.

Awards & Acknowledgements

- Awarded Distinguished Flying Cross and Meritorious Service Medal for safely landing my EP-3 after a midair collision with a Chinese fighter jet in April 2001. Lead my crew of 24 through 12 days of imprisonment by the Chinese Government and withstood days of sleep deprivation and intense interrogation
- Awarded Air Medal for flying over 40 successful combat Missions in Afghanistan for the start of the war on terror 6 months after being released prisoner from China
- “Shane Osborn Award” given annually at the University of Nebraska for student who exudes leadership
- Awarded Daughters of the American Revolution “Medal of Honor”
- Awarded Treasury Marquee award for the top treasurer’s office in the nation public or private
- Founded the Nebraska Soldiers Foundation raising over \$1.5 million. The foundation funds PTSD clinics in rural Nebraska so Veterans have access to help no matter where they live.
- Founded Nebraskans Support Seals. Raised over 3 million dollars to support the Navy SEAL Family Foundation
- Wrote New York Times Bestselling book “Born to Fly” Also released a young adult version that was also a bestseller on the list
- May 4th was designated “Shane Osborn day” by Governor Mike Johanns in the State of Nebraska

Brant Deshotels

M: (337) 278-9959 | E: brant.deshotels@rwhenergy.com

COO - RWH Energy

Responsible for day-to-day operations management and overall successful execution of projects and corporate initiatives.

Education / Certification

- Villanova University
Master Certificate in Project Management
- University of Louisiana at Lafayette
BS in Business Administration
- OSHA 30 Safety Certification

Experience

2016 – present

Chief Operating Officer | RWH Energy | West Palm Beach, FL

- Collaborate with senior staff, structure and implement business initiatives/strategies, plans and procedures
- Responsible for overall day-to-day operations; successful communication and coordination with staff, clients, partner companies, contractors, subcontractors, distributors, and vendors
- Oversight of project managers, account managers, project development, contracting, and on-time, on-budget delivery of projects
- Development and oversight of corporate programs; Safety Program, QA/QC Program, Insurance and Bonding
- Management of accounting, invoices, payroll, communications network, and certifications

2012 – 2015

Project Manager | Venergy Group | Port St. Lucy, FL

- Responsible for RFP/RFQ responses for energy projects and overall project management after award. Responsibilities included; writing project proposals, attending site visits, contract negotiations, contract management, project budgeting, equipment orders and logistics, oversight of construction/installation and coordination/communication with clients

- Coordinate with engineers and product/equipment specialists to perform energy audits and deliver energy project proposals
- Research and strategically align products, product vendors, teaming partners and subcontractors to consistently provide successful projects on time and on budget
- Develop relationships with federal/state/municipal and corporate contracting officers/facilities managers/energy managers, prepare and present company capabilities and past performance and negotiate contract options
- Successfully lead all efforts to be awarded a GSA schedule contract (03 FAC)
- Assisted in several large ESPC contracts as a minority sub-contractor to the Prime ESCO
- Established a teaming arrangement and coordinated all efforts to incorporate cutting edge audit technology capable of reducing audit turn-around time and costs by nearly 300%

2008 – 2012

Financial Advisor | Iberia Financial Services | Lafayette, LA / West Palm Beach, FL

2006 – 2007

Personal Banker | JP Morgan Chase | Lafayette, LA

Military

2000 – 2006

United States Marine Corps | MOS: 6114 Helicopter Mechanic

- Dual-Qualified Plane Captain (AH1W & UH1N)
- Operation Enduring Freedom, Afghanistan – 2 tours, 2003-2005
- Responsible for pre-flight inspection and sign off indicating aircraft safe for flight
- Managed maintenance crew; delegating tasks and responsibilities in compliance with daily maintenance action plan
- Performed post maintenance aircraft quality assurance checks
- Instructed and educated junior Marines in proper maintenance and performance techniques

Stephens Thé, PhD

M: (302) 345-6633 | E: stephens.the@rwhenergy.com

Director of Systems Integration – RWH Energy

Dr. Thé is responsible for the design and optimization of hybrid power system by bringing together energy resources from distributed generation to autonomous microgrids. He ensures RWH maintains a strong ecosystem of partnerships by combining economically proven energy resources with new innovative technologies. His focus is on the generation, storage, control, and distribution of energy, crucial in driving the industry forward. His ability to identify and validate best-in-class technologies and methodologies is the reason RWH is able to meld our clients, our technology partners and our products which results in effective solution implementation.

Education

- Ph.D., University of Florida, Florida, 1993, Chemical Engineering
- M.Sc., Purdue University, Indiana, 1989, Chemistry
- B.S., University of Wisconsin, Wisconsin, Chemical Engineering
- B.S. University of Wisconsin, Wisconsin, Chemistry

Experience

2009 to present

Dr. Thé brings over 25 years of experience in the development and manufacturing of smart and sustainable technologies. Some examples include advanced environmental sensors, intelligent control engineering, secure network architecture, and decentralized energy harvesting systems utilizing solar, wind, geothermal, kinetics and hydrogen fuel storage.

He has directed numerous industrial-scale projects in chemical process design and engineering, coordinated technology transfers, and fostered collaborative research between the USA and other countries.

Dr. Thé founded a US- based technology company dedicated to bringing innovative engineering solutions to create smart infrastructure. In his mission to promote a Seamless Smart Community, he is spearheading the implementation of cutting-edge connectivity platforms to integrate various aspects of community operations using proprietary power line networks to optimize services, energy efficiency, asset management, mobility alternatives, and leadership-entrepreneurship relations while simultaneously improving overall safety and security.

Dr. **Thé** was co-founder of an international renewable energy company that developed innovative residential solar water heaters and deployed high-temperature solar thermal dual heating/cooling systems for commercial and industrial applications. He expanded the company's capabilities in solar research and development, system design, manufacture, distribution, and installation of commercial solar thermal systems. He also pioneered cutting-edge engineering designed toward low-carbon innovative microclimate technologies to power a high-tech mid-size city with half a million population to run almost entirely on solar and renewable energy.

Howard G. Ulep

M: (443) 994-2720 | E: howard.ulep@rwhenergy.com

FINANCE DIRECTOR – RWH Energy

Howard's career competency for developing and implementing information technology solutions has evolved to energy conservation and renewable energy project development enabled with relevant financial solutions.

Education

- Villanova University, Villanova, PA
- Psychology – emphasis on learning theory and tests and measurements

Experience

1965 – Current

An initial position as a computer programmer while studying for an advanced degree in Political Science, Howard quickly learned that information technology was the future he would embrace. He established technical and project management expertise in the delivery of complete IT solutions that supported significant Federal programs. His professional reputation earned Howard a position with the US House of Representatives to create the most advanced legislative information system within five years. He leveraged commercial financing programs to fund multi-million-dollar infrastructures without having to establish capital appropriations. He was so successful that the financing source lured Howard to the private sector as a structured finance executive where he led all producers during his period of employment. Still yearning the IT solutions world, he then formed a systems integration firm to support large scale applications and networks, primarily for the Federal Government. In five years, the company amassed a \$250M contract backlog and over 350 employees. The company was acquired by a public technology company, where Howard provided strategic business development leadership across North America. Still yearning entrepreneurship, Howard formed another solutions company which focused on Computer Telephony Integration, a fast-growing segment bringing data and voice technologies together to bolster the Call Center industry. That entity was acquired by another public company due to the unique call center networking software that the firm created.

In the years following, Howard has mentored small businesses who sought to gain contracts with the Federal government; provided equipment and project financing to IT vendors and integrators, and eventually branched into providing financing for energy solutions. When he discovered the

renewable energy world, he established a company to develop photovoltaic solar farms. In the past ten years, he has developed over 100MW of distributed solar combined with PPA/ESA or Lease financing. Concurrently, he formed another company that focuses on Controlled Environment Agriculture, which led to his position with RWH Energy. Here he provides his development and integration expertise with structured financing so that RWH can deliver complete energy solutions to its clients.

Sam Wheeler

M: (303) 775-7106 | E: sam.wheeler@rwhenergy.com

Managing Director – RWH Energy

As Managing Director, Sam brings 30+ years of Business Ownership, Management and Executive experience in all facets of commercial and industrial real estate. Self-driven with a guiding vision to constantly pursue better and more efficient energy solutions. By optimizing facilities through new and innovative technologies Sam's efforts maximize property performance and sustainability, while minimizing carbon footprint and environmental impacts. This paradigm shift in real estate asset optimization results in prolonged life, value and efficiency of commercial and industrial properties. Sam specializes in combining leading edge alternative energy technologies with self-funding, world class turnkey programs and services.

Sam exercises daily oversight and engagement with all departments of the company from business and project development and design to ongoing operations and construction.

Education

- Oregon State University, Corvallis, OR
- Business, Psychology

Experience

1990 - Current

As a lifelong entrepreneur and business owner, Sam started his first companies in the early 1990's where they quickly grew to over 200 employees and expanded into 4 states over the first 2 years of operation. Originally created for commercial exterior systems design for energy optimization and efficiency, the businesses progressively expanded to include the interior and eventually fully engineered energy modeling from ground-up-design and construction with General Contracting services.

With an incessant passion for growth and expansion, Sam added commercial real estate development to his skillset. Starting with raw land acquisitions in 2001, he acquired an expansive knowledge base in the engineering and entitlements process that led to large-scale master planned communities ranging from 5 to 3,100 acres. His focus on energy efficiency, cutting edge technologies and environmental impact carried over heavily into his commercial real estate development to include the largest "off-grid", master-planned community in the United States. The project included a 3,100 acre land acquisition which was first of its kind for scale and design for

green, renewable and sustainable energy. The project unfortunately was stopped short of physical development in 2008 due to the collapse of the economy and the National Housing and Real Estate Crisis.

In today's markets, this experience has transitioned RWH Energy to be on the forefront of emerging energy technologies for not only large, individual, commercial and industrial properties, but also for large campuses, communities and townships. Current projects include a Master Energy Agreement for RWH Energy to design, implement and fund a 12,000 acre mixed use, commercial and industrial master planned community in New Mexico utilizing large scale Microgrids with Smart City Technologies with artificial intelligence. Also, a completely "off the grid", 400+ acre, horticulture community, utilizing Microgrid Technology by blending Solar, LED lighting and CCHP/Tri-Generation with multi-fuel-source integration of crop waste and LNG for a completely self-sustaining, green community.

Sam has always been a leader and pioneer in any industry he chooses to enter. His drive and vision over 30 years of successful, trend-setting commercial and industrial real estate experience has culminated with RWH Energy. A proven differentiator for the discerning real estate community that demands the best for energy efficiency, optimization, and long-term sustainability.

Michael W. Yore

M: (469) 464-6898 | E: mike.yore@rwhenergy.com

Project Manager – RWH Energy

Development and project management of all Sustainable and Renewable energy generation projects. Working directly with customers, contractors, and investors.

Education

- Everglades University
- B.S. Sustainable and Renewable Energy Management

Experience

Aug 2018 – present

Project Manager | RWH Energy | West Palm Beach, FL

- Conduct site feasibility studies for all energy projects by analyzing utility billing data, site environmental data, reviewing electrical and thermal energy requirements and existing infrastructure
- Source and receive estimates on all major system components and combine components into schematic level system design for review by customers and utility service providers
- Assess local utility guidelines and procedures for interconnection during feasibility study and coordinate with utilities for timing and interconnection documentation and planning
- Work directly with electrical and mechanical contractors to receive all project estimates and timelines for construction and commercial operation
- Work directly with finance and investment team to ensure all project budgets meet investment criteria and customer ROI requirements
- Prepare financial proforma and project presentations for customers

Apr 2018 – Aug 2018

Project Developer | O3 Energy | Dallas, TX

- Facilitate and manage Channel Partner company relationships.
- Create advocacy for solar in the ERCOT market.
- Utilize direct and partner-based sales strategies for commercial & industrial (C&I) solar projects.
- Assess site selection and analysis metrics.
- Conduct thorough feasibility studies for effective solar sites and projects.
- Conceptual design and financial performance modeling of C&I and utility scale projects.
- Plan and conduct presentations for C level and board audiences.
- Structure and negotiation of PPA and lease agreements.

May 2017 – April 2018

VP Project Development | Go Big Solar LLC | Austin, TX

- Develop sales and marketing strategy for commercial & industrial (C&I), and utility scale solar energy projects.
- Assess site selection and analysis metrics.
- Conduct thorough feasibility studies for effective solar sites and projects in ERCOT market.
- Conceptual design and financial performance modeling of C&I and DG projects.
- Plan and conduct presentations for C level and board audiences.
- Structure and negotiation of PPA and lease agreements.
- Establish and maintain strategic relationships with vendors, distributors, EPCs, and other relevant organizations.
- Built a pipeline of 9 MW of project projects in Texas for procurement.

Mar 2016 - May 2017

Business Development Director | Speir Innovations LLC | Austin, TX

- Lead conceptual design and project management of all in-house residential & commercial projects.
- Lead contract negotiations with local and national EPC's, general contractors, and developers as sub-contractor.
- Established and maintained relationships with solar industry equipment manufacturers, developers, and EPC's.
- Developed a sales and marketing strategy for residential and commercial solar sales that led to over 2 MW of projects sold and constructed.
- Project manager and project coordinator for all project— Procurement, Engineering, permitting, construction, and commissioning.

Jun 2008 – July 2018

NCO (Team Leader) | 1-143rd Airborne Infantry, Army National Guard | Austin, TX

Awards & Acknowledgements

- ARMY Commendation Medal.
- Combat Infantry Badge.
- NATO Medal of Achievement.
- Good conduct Medal
- Charge Point Certified Installer – Charge Point EV Charging
- Electricians Apprentice License - TX
- WLC/ NCO Leadership and Management – U.S. ARMY
- Information Security Assurance Officer – U.S. ARMY
- DOD Internet Security Assurance certificate – U.S. ARMY
- Secret Security Clearance – U.S. ARMY

Joshua Lippiatt

M: (234) 716-3312 | E: joshua.lippiatt@rwhenergy.com

Business Development Manager

Business development manager with comprehensive experience in client relationship building. Focused sales of advanced LED lighting, other energy savings technologies and control systems integration within ESCO performance contracting parameters to maximize cash flow and increase project offerings to the end user clients.

Education

- ITT Tech | Youngstown, OH
- Associates Degree | 1999
- Business Management/Accounting

Experience

NOVEMBER 2020 – CURRENT

Business Development | RWH Energy | West Palm Beach, FL

Job responsibilities include: specializing in growing sales and cultivating relationships with new and existing ESCO partners throughout the United States that lead to long term customer base and revenue growth. Heading up all efforts for the company with investment grade auditing and comprehensive design of each clients lighting and controls system. Successfully position our company as the industry leader in advanced lighting technologies and design as well as working with my team members to bring other ECMs to them such as solar, wind, CHP, microgrids, UVC for indoor air quality improvements, etc. for the growth of our market share. My client goals are to educate and sell advanced bundled ECM's that best position them to sell performance contracting to their clients or for the end user themselves. Experienced in selling and designing lighting systems in multiple vertical markets from K-12, Higher Education, Hospitals, Municipalities, Commercial/Industrial Buildings, National Retail, Convention Centers, Museums, Correction Facilities, Housing Authorities, and various other locations.

June 2017 – November 2020

National Account Manager – ESCO | Rexel Energy | Taunton, MA

Job responsibilities included: specializing in sales new and existing ESCO partners. Successfully positioned the company as the industry leader in advanced lighting technologies and design for the growth of our market share. My goals were to educate clients on RES's value propositions and unique market strategies that make us different in our market with selling advanced LED lighting and control systems that best position them against their competition while meeting their needs and helping them sell performance contracting to their clients.

Achievements:

- Developed a diverse pipeline and sold \$8M+ in 2020.
- Brought in 15 ESCO clients (regions) into RES as new customers.

September 2014 – May 2017

Senior Business Development Manager | Lighting Services Inc. | Twinsburg, OH

Job responsibilities very similar to above position.

Achievements:

- Secured over \$15MM+ in projects during my time with company.
- Awarded largest contract in company history at over \$4.1MM.
- Territory expanded to new office locations within first 24 months as a result of superior performance.
- With the amount of increased contracts and growth allowed for new hires in sales, engineering, and project. management to help further grow the company's revenue and positioning with new ESCOs.

February 2011 – September 2014

Solutions Account Executive | Energy Focus Inc./SRC Solutions | Solon, OH

Job responsibilities very similar to above position.

Achievements:

- Secured over \$10MM+ in projects during my time with company
- Awarded largest contract of my career at over \$3.6MM.
- Got to work next to LED product engineers and learn how the products were designed and manufactured.
- Was trained in sales force, and key account management along with the implementation and marketing strategies of the company's new energy service offerings with the manufacturer to the turnkey design all in house.

March 2008 – February 2011

Lighting Specialist/Clean Energy Specialist | Leff Electric Energy Services | Cleveland, H

Achievements:

- Identified, targeted, and penetrated a new, larger market sector to open previously untapped business opportunities.
- Promoted and named Clean Energy Specialist to develop a new market sector in Solar energy.

June 2005 – March 2008

Branch Sales Rep and Lighting/Energy Specialist | Mars Electric | Willoughby, OH

Job responsibilities included: selling commercial electrical products to contractors, create marketing promotions, investment grade audits, provide sustainable and energy efficient lighting solutions, calculate operational and maintenance savings, calculate return on investment and paybacks, cash flow analysis, coordinates financing and instillation with contractors and banks, and presents customers with complete turnkey lighting solutions

Achievements:

- Hired to learn the commercial & industrial industry & promoted to start the lighting/energy division for the company and identify, target, and penetrate a new, larger market sector.

Curtis Bohlman

M: (405) 513-3569 | E: curt.bohlman@rwhenergy.com

Project Manager - RWH Energy

After retiring from the OK National Guard Curt works with RWH on a project specific basis when and where his services are required. His roles and responsibilities include overall site management, construction management, and safety.

Education

- Master of Strategic Studies | US Army War College | 2012
- Master of Education | East Central OK University | 1996
- BS in Business Administration | Central OK State University | 1989
- OSHA 30

Experience

2018 - present

Project Manager | RWH Energy | Oklahoma

Project and construction management to include implementation and enforcement of Construction Site Safety Plan, daily Job Safety Analysis, Weekly Safety meetings, accountability of material inventory, management and supervision of subcontractors, inspection of ongoing and completed work, project schedules, project reporting, coordination of all activities between the client, subcontractors, and RWH to include change orders and weekly progress meetings.

1982 - 2014

Colonel (Ret.) | OK National Guard | Various Assignment Locations

A full career of command and staff assignments of increasing responsibility culminating in Regimental Command at the rank of Colonel. Previous assignments include the State Director of Personnel officer (G1), State Strength Maintenance Officer (Recruiting Bn Commander), Secretary of the General's Staff, Brigade Personnel Officer (S-1), Battalion Personnel Officer (S-1), Company Commander, and more. Operation Enduring Freedom 2003-2004 (Afghanistan)

Gerald S. Koenig

M: (703) 725-4002 | E: gerald.koenig@rwhenergy.com

Advisory Board - RWH Energy

Mr. Koenig provides extensive contract and legal expertise to RWH as an attorney, former White House Staff and Hannon Armstrong VP

Education

George Mason University School of Law

Juris Doctor, 1996

International Business Transactions Track. Admitted to Bar in Washington, D.C.

University of Southern California

M.A. International Relations, 1986

German Graduate Program, Munich, Germany

United States Military Academy at West Point

B.S. Engineering, 1981

Dean's List, Commendations for Honors Thesis: *Ukrainian Nationalist Movement, 1923 to 1953.*

Experience

Attorney at Law

2007 - Present

(Sole Practitioner)

Provide legal counsel to various government contractors in energy, information technology and aerospace sectors. Areas of concentration include government contracts, regulatory issues, corporate formation and governance and offtake contracts. Leading legal expert on government multiyear energy contracting and budget scoring.

Hannon Armstrong Capital, LLC

2002-2007

Vice President and Assistant General Counsel

Successfully led an industry-wide effort to secure Congressional reauthorization of Energy Savings Performance Contracting. Led financial services firm's participation in US Air Force study on applying existing energy efficiency contracting models used for government buildings to mobile assets (e.g., re-engining the B-52 Bomber fleet). Advised contractors and government agencies on OMB-compliant life-cycle cost/benefit analyses as well as paid-over-time acquisition strategies for energy upgrades.

Attorney at Law
(Sole Practitioner)

2000-2002

Acted as general counsel to various companies on a wide range of legal matters, with an emphasis on regulatory compliance, government contract drafting and negotiation, and commercial matters in energy, information technology and aerospace sectors.

Evergreen Air Center, Inc., Tucson, Arizona
President

1998-2000

Full profit and loss responsibility for all aspects of \$54 million, 600-employee aviation company with international customer base of over 80 airlines, leasing companies, OEMs and government agencies. Originally hired as in-house legal counsel and head of the parent company's Washington, DC office.

Patton Boggs, L.L.P., Washington, D.C.
Attorney

1995-1998

Specialized in regulatory, government contracts and commercial matters in energy, information technology and aerospace sectors. Also served as part of legal team working on a complex international commercial matter for a foreign head-of-state.

The Reagan and Bush Administrations

1986-1993

The White House Staff

Deputy Associate Director of Presidential Personnel for National Security

Researched and wrote personnel briefings for President Reagan and his Chiefs of Staff for Presidentially-Appointed and Senate-Confirmed positions in the State Department, Defense Department, Central Intelligence Agency, NASA and related agencies.

Office of the Secretary of Defense, Washington, D.C.

Director of Intergovernmental Affairs, Office of Drug Control Policy and Enforcement

Served on Secretary of Defense Cheney's staff as primary liaison with Federal Agencies and Congress concerning Defense Department anti-drug missions and policy.

President Reagan's Staff

Director of Operations, Reagan Presidential Library, Simi Valley, California

Coordinated conferences and other public policy programs at the Ronald Reagan Center for Public Policy located in the Reagan Library.

United States Army

1981-1986

Captain, Army Aviation

Commander of helicopter detachment on German-Czech border and personal pilot to General John Shalikashvili (later Chairman of the Joint Chiefs of Staff). Dual rated as pilot-in-command / single pilot in UH-1H and OH-58A/C helicopters.

Speaking Engagements

Naval Postgraduate School's Fourth Annual Acquisition Research Symposium: Creating Synergy for Informed Change, May 16-17, 2007, Monterey California, *The Folly of Consequence-Free Budget Scoring*.

Jane's US Defense Conference: US Defense to 2008 and Beyond, May 1, 2007, Washington, DC, *Innovative Finance and the US Defense Budget*.

Naval Postgraduate School's Third Annual Acquisition Research Symposium: Creating Synergy for Informed Change, May 17-18, 2006, Monterey California, *Financing the DOD Acquisition Budget: Innovative Uses of Public-Private Partnerships Panel*.

McNeil-Lehrer Newshour, September 11, 2000, *Interview on shortage of skilled aviation technicians*. www.pbs.org/newshour/bb/transportation/july-dec00/mechanics_9-11.html

Mark J. Lumer

M: (205) 253-1967 | E: mark.lumer@rwhenergy.com

Advisory Board - RWH Energy

Mr. Lumer provides RWH decades of contracting and legal experience and expertise as a former Director of Contracts and author of the FAR.

Bio

Mark J. Lumer's former position was as the Principal Assistant Responsible for Contracting for the U.S. Army Space and Missile Defense Command (SMDC), with offices in Washington DC; Huntsville, Alabama, Colorado Springs, Colorado, Frederick, Maryland and Kwajalein Missile Range in the Marshall Islands. As the Director of Contracts, he oversaw \$12 billion in active contracts, annual expenditures of about \$2 billion and a staff of approximately 85. Mr. Lumer was a member of the Senior Executive Service and Army Acquisition Corps, with Level III certifications in both Contracting and Program Management. He was Chairman of an Army chartered committee on the Service's contracting workforce and was a member of the Army Acquisition Governance Board.

Between November 2003 and July 2004, Mr. Lumer served as the Assistant Deputy Assistant Secretary of the Army (Policy and Procurement) - Iraq. In this capacity, Mr. Lumer had overall procurement policy responsibility for all Army contracts issued in support of Iraqi reconstruction. At the request of the Secretary of Defense and the Acting Secretary of the Army, Mr. Lumer personally conducted two on-site assessments of Army contracting in Iraq during January and February 2004. Mr. Lumer's responsibilities included briefing members of Congress and responding to foreign governments and media inquiries. On August 24, 2004 the Deputy Secretary of Defense presented Mr. Lumer with a Leadership Award for his efforts in supporting Iraqi Reconstruction. The January 28, 2004 edition of the Congressional Record contained a Congressional tribute to Mr. Lumer for his achievements and contributions to national defense.

On December 22, 2004 the Mayor of Grant, Alabama presented Mr. Lumer with the key to the city in recognition of his support to the Tennessee Valley. On April 6, 2003 Mr. Lumer received NISH's highest honor, the "Dick Alley" award from NISH and the President's Committee for Purchases from the Blind for his life-long commitment to helping the handicapped. April 3, 2003 was declared "Mark Lumer Day" by the Mayor of Huntsville, Alabama in a proclamation recognizing Mr. Lumer's long-term contributions to the local community. Along with a number of other Senior Executives, Mr. Lumer was recognized by President Bush with a "Presidential Meritorious Rank Award" on October 16, 2001. The Secretary of the Army presented Mr. Lumer

with the "Decoration for Exceptional Civilian Service", the Army's highest civilian award, on November 2, 2000. On April 12, 2000, Mr. Lumer was the sole recipient of the Secretary of the Army's FY 99 Award for Contracting Professionalism (Civilian). Mr. Lumer's office also received a second Secretary of the Army "Excellence in Contracting" award for procurement support to the warfighters in Kosovo. In July 1999, SMDC Contracting was also recognized by the Secretary of the Army with two "Excellence in Contracting" awards. In June 1999, the Secretary of Defense awarded Mr. Lumer's staff a "Teamworking Excellence" award for their handling of the Small Business Innovative Research (SBIR) Program. In May 1999, SMDC Contracting received Vice-President Gore's Hammer Award for efficiency and streamlining the procurement process.

In May 2000, Senator Kit Bond and the SBA recognized Mr. Lumer for his exceptional support of HUBZONE companies. SMDC Contracting received the National Institute of Severely Handicapped (NISH) "President's Award" on April 17, 2000, for its innovative use of contracting techniques that substantially increased job opportunities for handicapped individuals at the High Energy Laser System Test Facility (HELSTF) at White Sands, NM. In August 1998, SMDC became the first contracting command in the Department of Defense to achieve full operational capability with the Standard Procurement System (SPS), DoD's paperless acquisition process. From 1995-2004, Mr. Lumer's contracting offices were rated as the most efficient in the Army. The office was selected as the outstanding Resource Management office (major command and above) for FY 95 by the Secretary of the Army. SMDC has never lost a protest in its 47-year history.

Mr. Lumer previously worked in the Pentagon, where he was the Army Policy Representative on the DAR Council for four years. As such, he established the Army's position on revisions and changes to the Federal Acquisition Regulation (FAR) and the Defense FAR Supplement (DFARS). Mr. Lumer had eight DAR subcommittees reporting to him. He also served as the Acting Director, Army Procurement Policy in the office of the Assistant Secretary of the Army (Research, Development, and Acquisition) immediately before joining SMDC.

Mr. Lumer's field experience includes two years as the Command Ombudsman at the U.S. Army Communications-Electronics Command in New Jersey. He also served as the Chief of Compliance there for three years, and as a contracting officer for several major weapons systems. In his ten years as a contracting officer, he never lost a protest while obligating over \$1 billion.

He is a nationally known expert and author in the field of government contracting and has received many awards. He is listed in several editions of Who's Who, including the 1995 and 1996 editions of Who's Who in the World, and the Army has awarded him the Meritorious Civilian Service medal, the Superior Civilian Service medal, and the Commander's Award for Civilian Service twice.

He is the primary author of the "So You Think You Know" series of articles (about 30) for the National Contract Management Association (NCMA) and was the principal author of NCMA's Acquisition Reform I Seminar. Mr. Lumer taught the seminar at 50 locations throughout the country. He has co-authored two other books on acquisition related matters.

In 1990 Federal Computer Week designated him as one of the "Top 100" government employees in acquisition. In 1990 the Governor of Kentucky appointed him a Kentucky Colonel, in recognition of his contributions to the country. The Signal Corps Regimental Association chapter in Fort Monmouth awarded him the Order of Mercury (Bronze), the first civilian ever recognized by that chapter. In 1996 Mr. Lumer was accepted into MENSA. In addition, Mark Lumer serves the Huntsville, Alabama, community as a member of the U.S. Space and Rocket Center Museum Committee.

Mr. Lumer holds BA and MBA degrees and attended Albany Law School. He is a 1993 graduate of the Industrial College of the Armed Forces, a Certified Associate Contracts Manager, and was elected a Fellow by NCMA in 1984, at the time one of the youngest Fellows ever. He was recognized by NCMA with the Outstanding Fellow award in July 1994, and the National Achievement award in July 1995. He has served as a Regional Vice President for the Mid-Atlantic region, and as National Vice President for Education and Certification. He held the post of National Vice President for Business Development from July 1, 1995, to July 31, 1996.