TIPS VENDOR AGREEMENT INSTRUCTIONS

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. Fill in your company name at the top of Page 1, save the file, and upload to the AGREEMENT section of the "Response Attachments" tab. Next, download the AGREEMENT SIGNATURE FORM from the "Attachment" tab. Download the document to your computer, fill in the requested company information, and either e-sign the document or print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab.

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 to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab, because this is a required document.

End of instructions

TIPS VENDOR AGREEMENT

Between_____and

RELIANT ENERGY RETAIL SERVICES, LLC

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220904 Retail Electric Power (Texas Only)

General Information

The Vendor Agreement ("Agreement" or "TIPS Contract") 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 (also inclusive of the term "REP" or "TIPS REP"). 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 below shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

Terms and Conditions

TIPS Procurements of Retail Electric Power
A public entity or qualifying non-profit has not made a proper legal procurement through TIPS for compliance, public procurement, or audit purposes until the public entity or qualifying non-profit has received the contract-specific TIPS Retail Electricity Contract Confirmation for their procurement file. The TIPS Retail Electricity Contract Confirmation will be issued promptly upon TIPS' receipt and approval of the Retail Electricity Provider's (REP's) required delivery of the executed, standardized TIPS Retail Electricity Contract and the required TIPS Electric Power Administration Fee Calculation Worksheet with attachments when required. If a public entity or qualifying non-profit customer believes that they have procured retail electricity from a TIPS REP through the TIPS Contract, with or without the assistance of a third-party consultant, and they have not received the project-specific TIPS Retail Electricity Contract Confirmation then no TIPS procurement has taken place and the public/non-profit entity may have made the purchase in violation of applicable public procurement laws unless or until the TIPS Retail Electricity Contract Confirmation is properly issued.

REP'S Standardized TIPS Retail Electricity Contract
REP was required to upload sample contract documents within its proposal for TIPS review, negotiation, and approval. The Standardized TIPS Retail Electricity Contract ("TIPS Retail Electricity Contract"), as negotiated and approved by TIPS, must be utilized in all TIPS sales. Where a TIPS Member enters into a TIPS Retail Electricity Contract with Vendor pursuant to this TIPS Contract (*including where the TIPS Retail Electricity Contract Name/Number has been included in the related quotes and contract pricing and documents*), provided, however,

that TIPS Members reserve the right to negotiate modifications that reflect their particular needs. Agreements for purchase shall be put into effect by means of this standardized TIPS Retail Electricity Contract only when executed by authorized agents of the TIPS Member participating government entities. Vendor accepts and understands that when a contract or similar purchase document is reported to TIPS by the TIPS Member or Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Retail Electricity Contract only. Vendor agrees that TIPS is not a legal party to the contract or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific contract or order. Vendor agrees that any contract 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 contract or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the REP has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Negotiations of the REP'S Standardized TIPS Retail Electricity Contract

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor shall enter into REP'S TIPS Retail Electricity Contract to further define the level of service requirements over and above the minimum defined in this Agreement. Any negotiated terms agreed upon by Vendor and TIPS Member entity are exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the REP'S TIPS Retail Electricity Contract with the TIPS Member, shall not be made party to any claim for breach of such agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign any additional agreements, those agreements shall comply with the award made by TIPS to the Vendor. REP'S TIPS Retail Electricity Contract and supplemental documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and expressly agrees to be a party. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor.

TIPS Member Purchasing Procedures

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, contracts, pricing request responses, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing as required herein and within the solicitation (incorporated by reference). The awarded REP(s) will be required to provide immediately not later than seven business days after the execution of the TIPS Retail Electricity Contract, submit to tipspo@tips-usa.com and electricity@tips-usa.com the executed, standardized TIPS Retail Electricity Contract, the required TIPS Electric Power Administration Fee Calculation Worksheet, and any supplemental documentation required by the required TIPS Electric Power Administration Fee Calculation Worksheet as described herein. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations. Please note that a TIPS Member has not made a proper legal procurement through TIPS for compliance, public procurement, or audit purposes until the public entity or qualifying non-profit has received the contract-specific TIPS Retail Electricity Contract Confirmation for their procurement file. The TIPS Retail Electricity Contract Confirmation will be issued promptly upon TIPS' receipt and approval of the REP's required delivery of the executed, standardized TIPS Retail Electricity Contract and the required TIPS Electric Power Administration Fee Calculation Worksheet. Notwithstanding the foregoing, Vendor may rely on a TIPS Member's written representation that the Member is not seeking a TIPS purchase, which can be provided to TIPS in the event of dispute between the TIPS Member and Vendor, in which case Vendor will not owe any fees to TIPS under this Agreement, and will not be obligated to use the TIPS Retail Electricity Contract to contract with the TIPS Member.

Use of Third-Party Consultants
REP agrees that when a TIPS Member or REP utilizes a third-party consultant to facilitate customer procurement of a retail electricity contract, the use of the consultant does not negate or circumvent the necessity for legal public procurement of that contract by the TIPS Member. If the third-party consultant requests REP's TIPS pricing and information and selects REP on the basis of that production, REP shall consider any award thereafter a TIPS sale and all terms included in this Agreement shall apply to that sale.

Require Inclusion of TIPS Contract Number Designation on Contracts, Invoices, Quotes, and Pricing Requests
Each contract, invoice, quote, or pricing delivered in response to a request shall include the Vendor's TIPS Contract number whether provided through Vendor directly or through the use of third-party consultant by either Vendor or Member.

Term of Agreement and Renewals
This Agreement with TIPS is for approximately five years with an option for renewal for an additional two consecutive one-year terms. If TIPS offers a renewal extension year, the REP will be notified by email to the primary contact of the awarded REP and shall be deemed accepted by the REP unless the awarded REP notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer some or all of 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: *In this example, if the anticipated "Award Date" published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022 the end date of the resulting initial "five-year" term, (which is subject to an extension(s)) will still be May 31, 2027 for purposes of this example.*

"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: *In this example, if the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original five-year term shall be May 31, 2027 for purposes of this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original/prior term expires unless otherwise specified.

Example Following the Previous Example: *In this example, if TIPS offers a one-year extension of the base-term, the expiration of the extended term shall be May 31, 2028* unless otherwise specified.

TIPS may offer to extend REP Agreements to the fullest extent the original Solicitation permits.

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. Support shall be provided as agreed upon with the TIPS Member Customer in the standardized TIPS

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 except (i) in connection with any financing or other financial arrangements involving the collateral assignment, pledge, or encumbering of this Agreement or its accounts, revenues, or proceeds, or (ii) the assignment is to an retail electric provider affiliate of the assigning party, in which case written notice will be provided to 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, where permitted by TIPS.

Disclosures

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend 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.

Circumvention of TIPS Sale.
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.

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 between the Vendor and 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 aTIPS Retail Electricity 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 TIPS Retail Electricity 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 as to the automatic renewal clause.

Payments
The TIPS Member will make payments directly to the Vendor or as agreed by the Vendor and the TIPS Member in compliance with their negotiated REP'S Standardized TIPS Retail Electricity Contract and applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing & Fees
Price increases will be honored according to the terms of the solicitation and vendor proposal and shall not exceed any not-to-exceed pricing amounts proposed by Vendor. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. TIPS intends that REP include the fee in the contract price between the awarded REP(s) and the TIPS Member Customer who is contracting for electricity service. The awarded REPs will collect the fee from any TIPS Member through its normal invoicing process. The REP shall calculate the TIPS Administration Fee prior to delivering an initial offer to a TIPS Member. Once calculated, the fee is to be added to the REP's electricity price that is presented to the TIPS Member. The TIPS fee will not be separately listed in REP's contract and sale documents issued to the TIPS Member. If a REP fails to perform this calculation initially, per the terms of this TIPS Contract, the REP will still owe the same amount, but will be unable to factor that fee amount into the contract price quoted to the TIPS Member.

TIPS Electric Power Administration Fee
REPS were given three potential fee structure options to consider from when reporting a TIPS sale through completion and submission of the required TIPS Electric Power Administration Fee Calculation Worksheet. REP agrees to use one of the approved Fee Structure Options for fee calculation and reporting. REP agrees that Option C may only be utilized if it was submitted with REP's proposal, approved by TIPS, and TIPS continues to accept that Fee Structure Option during the life of this Agreement. REP agrees that if (1) REP did not submit a Fee Structure Option C- Custom Fee, or (2) TIPS rejected REP's Fee Structure Option C during the proposal process or at any time during the life of the TIPS Contract at TIPS sole discretion, then REP agrees that it shall honor either Fee Structure Option A or B for all TIPS sales. If REP does not agree to and honor either Fee Structure Option A or B for all TIPS sales in that circumstance, REP's awarded TIPS Contract shall be terminated immediately. The fee selection for any given project will be made via the completion and submission of the TIPS Electric Power Administration Fee Calculation Worksheet, provided to REP during the solicitation process. REP has reviewed the Worksheet, understands the Worksheet, and expressly agrees to report and pay accordingly exactly as instructed therein. TIPS intends that REP include the fee in the contract price between the awarded REP(s) and the TIPS Member Customer who is contracting for electricity service. The awarded REPs will collect the fee from any TIPS Member through its normal invoicing process. Any failure to report or pay according to REP's selection of the Fee reporting option which failure is not cured within 20 business days after notice from TIPS may result in termination of this Agreement and/or collection/legal actions. By signing this Agreement, REP agrees that it shall select and properly utilize Fee Structure Option A, Fee Structure Option B, or, only when expressly permitted by TIPS, Fee Structure Option C exactly as described in the Solicitation which is incorporated herein by reference. REP agrees to supply all required documentation to TIPS for the Fee Structure Option that it selects for any TIPS sale. REP agrees to pay, timely and in-full, the amount of the TIPS Electric Power Administration Fee to TIPS within the timeline permitted in the instructions for the selected Fee Structure Option.

Timing of TIPS Administration Fee Calculation
When a TIPS Member seeks a quote from a REP under the awarded TIPS Contract, the REP shall calculate the TIPS Administration Fee prior to delivering an initial offer to a TIPS Member. Once calculated, the fee is to be added to the REP's electricity price that is presented to the TIPS Member. The TIPS fee will not be separately listed in REP's contract and sale documents issued to the TIPS Member. If a REP fails to perform this calculation initially, per the

terms of the TIPS Contract, the REP will still owe the same amount, but will be unable to factor that fee amount into the contract price quoted to the TIPS Member.

Reporting of Sales to TIPS by Vendor
When a public or non-profit entity enters into an electricity contract with REP which was procured under the TIPS Contract and/or includes the TIPS Contract Name and/or Number ("TIPS Contract Designation"), REP shall immediately, and not later than seven business days after the execution of the electricity contract, submit to tipspo@tips-usa.com and electricity@tips-usa.com, the executed, standardized TIPS Retail Electricity Contract, the required TIPS Electric Power Administration Fee Calculation Worksheet, and any supplemental documentation required by the TIPS Electric Power Administration Fee Calculation Worksheet for the particular fee structure.

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, unless such claims are based in whole upon the negligent acts or omissions of TIPS, TIPSS Members, officers or employees. 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 this 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.

Contract Modification or Change Order
If a contract or purchase 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 this 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 to TIPS Members pursuant to this Agreement prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of this Agreement. This termination clause does not affect the TIPS Retail Electricity Agreements executed by the Vendor and the TIPS Member pursuant to this Agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction agreed to in the TIPS Retail Electricity Agreement based on applicable factors, such as funding sources or other needs.

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 TIPS Retail Electricity Agreement. TIPS reserves the right to stop work and/or cancel an order or terminate this 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 statue 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. Subject to the Assignment of Agreements section above, no transfer or assignment of contractual rights may take place without prior notification and approval of TIPS.

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.

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, Vendor's prior written approval which will not be unreasonably withheld. The Vendor may at any time 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. If Vendor is hosting a custom TIPS website vendor shall notify TIPS by emailing tips@tips-usa.com and seeking approval of the custom website. If said website shall include contract pricing, TIPS shall be notified when prices change in accordance with the award.

Survival Clause
All applicable sales, Supplemental Agreements, contracts, 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 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 Agreement and any awarded TIPS Retail Electricity Agreement. 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 this Agreement according to its terms. 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
This term applies to this Agreement between TIPS and Vendor only. It shall not apply to the REP'S TIPS Retail Electricity Contract and TIPS anticipates that specific Force Majeure clauses will be included therein when negotiated between Vendor and TIPS Member. 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
This 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.

Status of TIPS Members as Related to Vendor's Contract Information
TIPS Members have the same access to the proposal information and all related documents as TIPS regardless of confidentiality designations. TIPS Members have all the same rights under this Agreement as TIPS.

Vendor's Dealers/Resellers as Related to This Agreement
When applicable to your industry, Vendor's Named Dealers/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 this 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 as the law allows.

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, reserve 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 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 SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES 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 this 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.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220904 Retail Electric Power (Texas Only)

Company Name Reliant Energy Retail Services, LLC

Address 910 Louisiana Street

City Houston State TX Zip 77586

Phone _____ Fax _____

Email of Authorized Representative scott.hart@nrg.com

Name of Authorized Representative Scott Hart

Title Vice President

Signature of Authorized Representative _____

Date June 20, 2023

TIPS Authorized Representative Name Dr. David Fitts

Title Executive Director

TIPS Authorized Representative Signature _____

Approved by ESC Region 8 Executive Director

Date 6/20/2023

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.

220904

NRG Business Services, LLC

Supplier Response

Event Information

Number: 220904
Title: Retail Electric Power (Texas Only)
Type: Request for Proposal
Issue Date: 8/25/2022
Deadline: 10/21/2022 03:00 PM (CT)
Notes: The purpose of this solicitation is to solicit proposals for retail electric service and to select one or multiple Retail Electric Providers ("REPs") to serve as awarded REPs to Texas TIPS members. If Awarded, this Contract may be utilized with Texas Member Customers only.

IF YOU CURRENTLY HOLD TIPS CONTRACT 170603 Electric Power ("170603"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF TIPS Electric Power 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

NRG Business Services, LLC Information

Address: 910 Louisiana Street
Houston, TX 77002
Phone: (713) 537-2425
Web Address: https://www.nrg.com/home.html

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

Scott Hart
Signature

RFPteam@nrg.com
Email

Submitted at 10/21/2022 12:18:09 PM (CT)

Requested Attachments

220904 Required Reference Form

220904 Required_Reference_Form_.xlsx

The vendor must download the 220904 Required Reference Form from the "ATTACHMENTS" tab, fill in the requested information and upload the completed form in excel format here. DO NOT UPLOAD encrypted or password-protected files or utilize another format other than excel.

220904 Required TDSP Liaison Services and Financial Information

Required TDSP Liason Services and Financial Information.pdf

The vendor must download the 220904 Required TDSP Liaison Services and Financial Information form from the "ATTACHMENTS" tab, fill in/attach the requested information, and upload the completed form with attachments, if any, here. DO NOT UPLOAD encrypted or password-protected files.

220904 Required Billing and Payment Information

Required Billing and Payment Information.pdf

The vendor must download the 220904 Required Billing and Payment Information form from the "ATTACHMENTS" tab, fill in/attach the requested information and upload the completed form with attachments, if any, here. DO NOT UPLOAD encrypted or password-protected files.

220904 Required Company Overview & Customer Care

Required Company Overview and Customer Care.pdf

The vendor must download the 220904 Required Company Overview & Customer Care form from the "ATTACHMENTS" tab, fill in/attach the requested information, and upload the completed form with attachments, if any, here. DO NOT UPLOAD encrypted or password-protected files.

Required Sample Contract Documents (Microsoft Word Format)

Base Agreement.docx

REP must provide, in editable Microsoft Word format, all standard contract documents that your company would require a TIPS member to execute if your company was selected to provide electric service. Because different TIPS members may choose to purchase different electricity products, please provide, in addition to your company's base agreement, confirmations/product exhibits/addenda for the following product structures:

• Fixed price (load following) with HUB to load zone congestion passed through;
• Gas index (load following) with HUB to load zone congestion passed through;
•Block and Index HUB to load zone congestion passed through on the block volumes;
•100% Index (RTSPP) for all volumes.

All documents must be provided in editable Microsoft Word documents.

TIPS intends to negotiate a final set of TIPS-specific contract documents with the awarded respondent(s). It is required a public or non-profit entity enters into an electricity contract with Vendor which was procured under the TIPS Contract and/or includes the TIPS Contract Name and/or Number that this final set of TIPS-specific contract documents be utilized. However, TIPS Members reserve the right to negotiate modifications that reflect their particular needs.

Vendor Agreement

220904 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.

Agreement Signature Form

220904 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.

220904 Required Confidentiality Claim Form

220904 CONFIDENTIALITY CLAIM FORM.pdf

220904 REQUIRED CONFIDENTIALITY FORM. PLEASE READ CAREFULLY AND FOLLOW THE INSTRUCTIONS. 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.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

Reliant Energy Retail Services W-9.pdf

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

All Other Certificates

No response

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

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.

Logo and Other Company Marks

No response

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

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

No response

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

Disclosure of Lobbying Activities Standard Form LLL

No response

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

Response Attachments

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

The Certification by Corporate Offeror Form is attached.

Reliant Exceptions.pdf

Please see Reliant's attached exceptions.

100% RTI Confirm.docx

100% RTI Confirm

Block and Index Confirm.docx

Block and Index Confirm

Fixed Price Confirm.docx

Fixed Price Confirm

MGI Confirm.docx

MGI Confirm

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. NO
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products in the State of Texas. Yes
4	**States Served:** If answer is NO to question #3, please explain. Reliant and its affiliates provide retail electricity in Arizona, California, Connecticut, Delaware, Illinois, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Texas, and Virginia, as well as Alberta and Ontario. Reliant's affiliates also provide natural gas services in 23 states and eight provinces.
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.) Reliant Energy Retail Services, LLC is a subsidiary of NRG Energy, Inc., a Fortune 500 company. NRG is a consumer services company that sells power, natural gas, and home and power services, and offers innovative, sustainable solutions under eight brands in 24 U.S. states and eight provinces in Canada.

6	**Primary Contact Name** Primary Contact Name Sandra Chapa
7	**Primary Contact Title** Primary Contact Title Senior Account Representative
8	**Primary Contact Email** Primary Contact Email Sandra.Chapa@nrg.com
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7135373118
10	**Primary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*
11	**Primary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*
12	**Secondary Contact Name** Secondary Contact Name Jeff Bailey
13	**Secondary Contact Title** Secondary Contact Title Director, Sales
14	**Secondary Contact Email** Secondary Contact Email JJBailey@reliant.com
15	**Secondary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7135372337

16 Secondary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 Secondary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 Admin Fee Contact Name

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Sandra Chapa

19 Admin Fee Contact Email

Admin Fee Contact Email

Sandra.Chapa@nrg.com

20 Admin Fee Contact Phone

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7135373118

21 Purchase Order Contact Name

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Jeff Bailey

22 Purchase Order Contact Email

Purchase Order Contact Email

JJBailey@reliant.com

23 Purchase Order Contact Phone

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7135372337

24 Company Website

Company Website (Format - www.company.com)

www.reliant.com

25

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.

Reliant, Reliant Energy, Reliant Energy Business Services, NRG Business, NRG Home, NRG Home Services, Reliant Energy Residential Services

26

Primary Address

Primary Address

910 Louisiana Street

27

Primary Address City

Primary Address City

Houston

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

TX

29

Primary Address Zip

Primary Address Zip

77002

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.)

energy, electricity, gas, power, renewable, carbon, renewables, green, REC

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?

No

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. Yes
33	**Company Residence (City)** Vendor's principal place of business is in the city of? Houston
34	**Company Residence (State)** Vendor's principal place of business is in the state of? TX
35	**Not-to-Exceed Price: - REQUIRED RESPONSE TO AVOID DISQUALIFICATION** YOU MUST RESPOND TO THIS ATTRIBUTE. Please agree that you will not exceed a maximum price of $250/MWh when charging a TIPS Member for electricity service during the term of the Vendor Agreement. The $250/MWh not-to-exceed price should be for a fully shaped, load following fixed price of electricity inclusive of all retail cost components, including TIPS fees, but not including HUB to Load Zone congestion, TDSP charges and applicable taxes. The awarded respondent(s) understand that during the term of the Vendor Agreement no TIPS Member may be charged a price higher than this not-to-exceed price. Your responses will be considered in assigning points within the scoring categories of "Purchase Price" and "The total long-term cost to TIPS and its Members to acquire the Vendor's goods or services" as described in the RFP. AGREE

36

Not-to-Exceed Retail Service Fee: - REQUIRED RESPONSE TO AVOID DISQUALIFICATION

YOU MUST RESPOND TO THIS ATTRIBUTE. YOU MUST ENTER AN ACCURATE DOLLAR AMOUNT REPRESENTING THE ACCURATE **$/MWH FEE** AS REVISIONS TO THE DOLLAR AMOUNT AFTER CLOSING WILL NOT BE PERMITTED. Please provide a not to exceed retail service fee in $/MWh that will serve as the maximum fee your company will charge any TIPS Member who purchases electricity from your company. The retail service fee should represent the fee you would charge a customer who is purchasing power on a complete pass through contract, meaning the service fee contains no commodity related cost components, but instead represents only your company's fee for providing retail service. The retail service fee should include operational costs (customer service, billing, etc.), credit costs, working capital costs, SG&A costs, and profit for your company as well as any other non-commodity related costs.

Your responses will be considered in assigning points within the scoring categories of "Purchase Price" and "The total long-term cost to TIPS and its Members to acquire the Vendor's goods or services" as described in the RFP.

$3

37

REP Agreement to Honor TIPS Administration Fee Calculation Options A and B

REPs agree that REPs may propose a Fee Structure Option C- Custom Fee Structure herein. However, REPs also agree that if (1) REP does not submit a Fee Structure Option C- Custom Fee, or (2) TIPS rejects REPs Fee Structure Option C during the proposal process or during the life of the contract at TIPS sole discretion, then REP agrees that it shall honor either Fee Structure Option A or B for all TIPS sales. If REP does not agree to and honor either Fee Structure Option A or B for all TIPS sales, REP shall not receive award or the awarded TIPS Contract shall be terminated immediately.

Agree

38

Fee Structure Option C – Custom Fee

REP may propose another method of fee calculation/payment to meet their current internal processes as long as the proposed method is accepted by TIPS and the amount calculated meets or exceeds the amounts to paid under Options A & B, as determined by TIPS within its sole discretion. TIPS will do its best to review and accommodate the requested method but if it cannot be supported by TIPS current internal systems, REP must calculate/pay either the Option A or Option B fee.

If REP CANNOT support fee calculation/payment through Option A or B, REP must include a detailed explanation of the Option C method that they propose herein for TIPS review and consideration. If REP and TIPS cannot come to an agreement on the structure proposed, and REP insists that Option A and B cannot be supported by REP, TIPS cannot proceed with award of contract.

N/A

39

Yes - No

Vendor agrees to remit to TIPS the required administration fee in full for all TIPS sales.

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

Agreed

40

TIPS Administration Fee Paid by Vendor

When a TIPS Member seeks a quote from a REP under the awarded TIPS Contract, the REP shall calculate the TIPS Administration Fee prior to delivering an initial offer to a TIPS Member. Once calculated, the fee is to be added to the REP's electricity price that is presented to the TIPS Member. The TIPS fee will not be separately listed in REP's contract and sale documents issued to the TIPS Member. If a REP fails to perform this calculation initially, per the terms of the TIPS Contract, the REP will still owe the same amount, but will be unable to factor that fee amount into the contract price quoted to the TIPS Member.

41

Years in Business as Proposing Company

Years in business as proposing company? This attribute will be considered in evaluating the category of "Experience" as explained in the RFP.

22

42

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).

No

43

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.

44

NON-COLLUSIVE BIDDING CERTIFICATE

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

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

45	**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?** Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form No
46	**Filing of Form CIQ** If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? *No response*
47	**Regulatory Standing** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
48	**Regulatory Standing** Regulatory Standing explanation of a "No" answer on previous question. *No response*
49	**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.

50

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.

51

Suspension or Debarment Certification

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

Yes

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

53	**2 CFR PART 200 Contract Provisions Explanation** Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds. The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54	**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? Yes
55	**2 CFR PART 200 Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes
56	**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? Yes

57

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?

Yes

58

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?

Yes

59

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?

Yes

60	**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? Yes

61	**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 stag 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? Yes

62	**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? Yes

63	**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? Yes

64	**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.

65	**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? Yes

66	**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. I HAVE NOT Lobbied per above

67	**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.

68	**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. NO

69	**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. *No response*

70	**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)

71

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?

Yes, I Agree

72

Remedies Explanation of No Answer

No response

73

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?

Agreed

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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?

Agreed

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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?

No

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Infringement(s) Explanation of No Answer

Reliant requests the following modification to the Indemnity provision of the TIPS Vendor Agreement: "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. Notwithstanding the foregoing, such indemnification shall be limited to causes of action arising prior to point of delivery. 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. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT."

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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)

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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)

79	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 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

80	**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees** Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. I certify that: **NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. **OR** **SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history. (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days. (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees. (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination. None

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

82	**Texas Government Code 2270 & 2271 Verification Form** Texas Government Code 2270 & 2271 Verification Form If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf I swear and affirm that the above is true and correct. YES

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Logos and other company marks

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

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Solicitation Deviation/Compliance

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

No

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Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

For Reliant's exceptions to the terms and conditions of the solicitation, please see the "Reliant Exceptions" document in the "Supplementary" portal tab.

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Agreement Deviation/Compliance

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

No

87

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form 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.

For Reliant's exceptions to the terms and conditions of the solicitation, please see the "Reliant Exceptions" document in the "Supplementary" portal tab.

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Felony Conviction Notice

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

Select A., B. or C.

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

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

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

A. Firm is a publicly held corporation.

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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).

No response

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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.

91	**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.
92	**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. Agreed
93	**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. Agreed
94	**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity** This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate. Agreed
95	**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.** Agreed
96	**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? Agreed

97	**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.

98	**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.

99	**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).

100	**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.

101	**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.

102	**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.

22090 | Retail Electric Power

Reliant Energy Retail Services,

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

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

Please provide **FIVE (5) VERIFIED AND WILLING** references, from five different entities, 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.

REFERENCE #1	
Entity Name:	Dallas Independent School District
Customer Contact Name:	Bryant Shaw
Customer Contact Phone Number:	972) 925-3700
Customer Contact Email Address:	bshaw1@dallasisd.org
Annual kWh usage:	Confidential
Years served by your firm:	4 years
REFERENCE #2	
Entity Name:	City of Fort Worth
Customer Contact Name:	Juanita Rigsby
Customer Contact Phone Number:	817 392-8518
Customer Contact Email Address:	Juanita.Rigsby@fortworthtexas.gov
Annual kWh usage:	confidential
Years served by your firm:	3 years
REFERENCE #3	
Entity Name:	Skyline Properties
Customer Contact Name:	Linda Bowen
Customer Contact Phone Number:	214 750-8300
Customer Contact Email Address:	linda@spijlp.com
Annual kWh usage:	confidential
Years served by your firm:	4 years
REFERENCE #4	
Entity Name:	City of Carrollton
Customer Contact Name:	Dwayne Bianco

Customer Contact Phone Number:	972 466-5785
Customer Contact Email Address:	Dwayne.Bianco@cityofcarrollton.com
Annual kWh usage:	confidential
Years served by your firm:	2 years
REFERENCE #5	
Entity Name:	Pharr San Juan Alamo ISD
Customer Contact Name:	Dr. Alejandro Elias
Customer Contact Phone Number:	956 354-2000
Customer Contact Email Address:	dr.elias@psjaisd.us
Annual kWh usage:	confidential
Years served by your firm:	2 years

220904 Required Liaison Services & Financial Information

Please respond to all questions clearly, comprehensively, and concisely. You may place your responses on a separate document and attach that document hereto as long as the answers are numbered to match their corresponding question. You may also attach supplemental documents and information which support your responses. Vendor's responses will be significantly considered in the evaluation criteria categories of "The Reputation of the Vendor and of the Vendor's Goods and Services."

TDSP Liaison Services. Supply details as to how your company will provide liaison services between a TIPS Member and the applicable TDSP for activities including:

1. New service connections, disconnections and consolidations/aggregations:

2. New construction and temporary electricity supply requirements:

3. Advocacy services on behalf of TIPS member when conflicts or disputes arise with TDSPs:

Financial Information. Please provide information regarding the financial ability of your company to perform the obligations requested in this RFP. This should include:

1. Credit rating of the legal entity that will be the counterparty for electric service. If the legal entity that will be supplying electric power is not publicly rated, please provide the credit rating of the parent company if applicable:

2. If no credit rating is available, please provide information substantial enough to evaluate the financial integrity of your organization. Most current year audited financial statements are preferred:

3. Provide a statement of any active lawsuit, arbitration, or mediation your company is currently involved with:

Required TDSP Liaison Services and Financial Information

TDSP Liaison Services

Supply details as to how your company will provide liaison services between a TIPS Member and the applicable TDSP for activities including:

1. New service connections, disconnections and consolidations/aggregations:
2. New construction and temporary electricity supply requirements:
3. Advocacy services on behalf of TIPS member when conflicts or disputes arise with TDSPs:

Reliant is one of the few retail electricity providers with over a century of experience in the Texas market (based on predecessor entities). Throughout those years, the company has been very involved with distribution and delivery systems. Currently, our market relations teams work directly with Transmission and Distribution Service Providers (TDSPs) to help resolve issues and facilitate customer issues that arise for our over 3 million metered locations. Multiple internal teams work with TDSPs on monitoring enrollment requests, inadvertent switches (IAS), market FastTracks, and TDSP safety net issues. Our proven business processes include status meetings and direct communications with managers of each TDSP to evaluate issue resolution and ensure end client understanding. Through our TDSP escalation teams and experienced account specialists, Reliant will provide first-class customer care. Reliant personnel have frequent contacts with all ERCOT TDSPs during the normal course of business. In addition, Reliant has a full-time professional who serves as a primary liaison with TDSPs to resolve issues.

Reliant will assist TIPS members with their TDSP relationships, including the addition or removal of meters and the provision of temporary service during construction. Reliant Customer Care personnel routinely provide temporary power and supply restoration liaison services for customers and maintain a current contact list for all TDSPs. In these instances, TIPS members may contact their TDSP directly or ask Reliant to intervene.

Reliant has executed the following delivery service agreement with Texas TDSPs: Reliant will direct retail customers to directly call or contact the TDSP to create service requests and report outages, interruptions, and irregularities. Reliant will provide TIPS members with the TDSP's supplied toll-free number for the purposes of such reporting.

Financial Information

Please provide information regarding the financial ability of your company to perform the obligations requested in this RFP. This should include:

NRG has a robust financial profile characterized by substantial free cash flow from our generation assets and retail subsidiaries, as well as prudent financial and capital management. We are recognized in the Fortune 500 and on Platt's List of Top 250 Energy Companies. NRG's financial status and industry position are summarized as follows:

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- $11.08 billion in market capitalization as of May 26, 2022
- NRG's 2021 financial statements reflected the following:
  - $26.98 billion in operating revenue
  - $2.42 billion adjusted EBITDA
  - $2.19 billion cash flow from operating activities
  - $23.18 billion in total assets

1. Credit rating of the legal entity that will be the counterparty for electric service. If the legal entity that will be supplying electric power is not publicly rated, please provide the credit rating of the parent company if applicable:

Please see below for the 2021 credit ratings of Reliant's ultimate parent company NRG. Please note that Reliant does not receive individual credit ratings.

S&P	Moody's
BB+ Stable	Ba1 Stable

2. If no credit rating is available, please provide information substantial enough to evaluate the financial integrity of your organization. Most current year audited financial statements are preferred:

The following is a link to NRG's financial reports for the five most recent full financial years: https://investors.nrg.com/financial-information/sec-filings.

3. Provide a statement of any active lawsuit, arbitration, or mediation your company is currently involved with:

Reliant is not currently involved in any litigation that could alter the company's ability to serve TIPS or its members. To the company's knowledge, none of the officers of Reliant Energy Retail Services, LLC have been barred from any SEC activities or trades or named in any prior or current litigation relative to the type of service to be provided to TIPS or its members. Neither Reliant Energy Retail Services, LLC nor its parent company, subsidiaries or affiliates, or any of its officers, are aware of any pending, not yet filed, anticipated litigation that could alter the company's ability to serve TIPS or its members.

Details of major open and recent legal proceedings can be found in NRG's most recent 10-K in Part 1, Item 3 – Legal Proceedings. A copy of the full report is available at https://investors.nrg.com/static-files.

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220904 Required Billing and Payment Information

Please respond to all questions clearly, comprehensively, and concisely. You may place your responses on a separate document and attach that document hereto as long as the answers are numbered to match their corresponding question. You may also attach supplemental documents and information which support your responses. Vendor's responses will be significantly considered in the evaluation criteria categories of "The Quality of Vendor's Goods or Services."

Billing and Payment.

1. Please provide any statistics your company tracks regarding accuracy and timeliness of invoice generation.

2. Does your company offer summary billing? If yes, please provide a sample summary invoice attached hereto.

3. Does your organization accommodate emailed invoices?

4. Does your organization accept electronic payment? If so, please describe the form and type of electronic payment.

Billing and Payment

1. Please provide any statistics your company tracks regarding accuracy and timeliness of invoice generation.

Reliant's billing is performed in-house by industry experts with a proven history in deregulated markets. Reliant issues 99% of its invoices within three days of receipt of TDSP information, unless the customer chooses a product or an alternative billing plan that requires aggregate invoicing. Reliant generates nearly 3 million bills monthly and processes more than 350,000 market transactions per day consisting of meter reads, enrollments, and service orders.

Reliant has a designated team that focuses on products that have a more complex calculation structure for large commercial and industrial customers. Given our extensive experience with billing these products, our systems and processes are accurate, efficient, and effective.

The following table provides metrics of Reliant's billing accuracy in ERCOT. These metrics provide evidence of successful operational execution in the timely and accurate invoicing of our customers' accounts.

Reliant ERCOT Commercial/Industrial Billing Metrics

Billing Accuracy	Billing Timeliness*	Outbound Enrollments	Enrollment Acceptance**
99%	99%	99%	99%

* Billing within three days of receiving meter read data from the TDSP.
** Scenarios such as pending permits, certificates of occupancy, and inexecutable initial reads contribute to the 99% rate.

2. Does your company offer summary billing? If yes, please provide a sample summary invoice attached hereto.

Reliant offers a variety of invoice presentment and payment options to meet customers' desired preferences according to their business need. Invoice presentment options include the following:

- **Summary Statement Billing:** Reliant provides one invoice package per month containing the separate invoices for each meter, along with a summary statement overview detailing the current charges for each meter. Payments remitted are posted to each account as specified in the remittance information submitted back to Reliant from the customer. A single payment may be made (check and list payment) with detailed instructions included for how it is to be applied.

- **Individual Monthly Billing:** Reliant will provide one invoice per meter (ESI ID) every month, issued after Reliant receives the meter read data from the TDSP. Customers are asked to return the remittance stub with each payment (unless paying by electronic funds transfer) or if they choose to make a single payment for multiple accounts, to provide a list detailing what amount is to be applied to each account. This is known as a "check and list" form of payment. Payments are credited directly to the account that corresponds to each

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individual invoice, making it easy to track and reconcile account balances and corrections to prior periods. Invoices will arrive throughout the month for each meter (ESI ID) based on the respective meter reading cycles of each meter.

- **Collective Billing:** Reliant provides one invoice per multiple meters (ESI IDs) per month, which also allows the customer to make one payment to be applied across the multiple meters. The customer can designate one or more collective groups of meters to be jointly invoiced at about the same business day each month. Amounts due are detailed for each individual meter, along with collective account payment information since the last invoice. Remittance for the collective billing option should be made by one payment for each collective invoice.

- **EDI Invoicing:** Reliant offers an Electronic Data Interchange (EDI) feed of invoicing information directly to the customer accounting system. Usage and charge data are transmitted in ANSI X.12 file format over a Value-Added Network (VAN). Once the meter reading data for individual meters has been received and the invoice is generated, the customer can import it into its internal accounting system and consolidate, analyze, and manipulate the data to achieve high-quality bill management capabilities.

Please see **Appendix A** for a sample invoice and summary billing detail sheet.

3. Does your organization accommodate emailed invoices?

Yes, Reliant can email invoices. These can also be downloaded from our online account management platform. For more information about this platform, please see **Appendix B**.

4. Does your organization accept electronic payment? If so, please describe the form and type of electronic payment.

Yes, Reliant accepts electronic automated clearing house (ACH) payments. These can be made through our online account management platform. For more information, please see **Appendix B**.

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Appendix A: Sample Summary Invoice

Please see the following pages for a sample invoice and summary billing detail sheet.

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reliant
an NRG company

Reliant Energy Account Number: XXXXX **Date Due:** MM/DD/YYY
Customer Name: ABC Company
Account Name: ABC INC
Current due date does not extend date due for previous amount due.

Invoice Number	Amount Due
XXX XXX XXX	$11,938.03

Questions or Comments?

Reliant
P.O. Box 1532
Houston TX 77251-1532
For Account Inquiries: Contact us
Toll-free at 1-888-315-1558
Email us at: solutions@reliant.com
Visit our website: reliant.com/largebusiness
For service order requests call 1-877-373-4858
PUCT Certificate: 10007

Account Summary **Billing Date:** MM/DD/YYYY

Previous Amount Due	
Payment	0.00
Balance Forward	0.00
Current Charges	4,824.21
Total Due	**$4,824.21**

Service Address

12345 MAIN STREET
YOUR TOWN, ST 99999

For outages or emergencies
1-888-xxx-xxx

ESI ID:

10032789403930976
Scalar Meter

Electric Usage Detail

Meter Number: XXXXXXXXXX

Current Meter Read	MM/DD/YYYY	
Previous Meter Read	MM/DD/YYYY	0
kWh Multiplier		1
kWh Usage		65,520
Demand		164 KVA

Current Electric Charges Detail

31 Day Billing Period From MM/DD/YYYY To MM/DD/YYYY			4,689.94
Fixed Price			
Actual Consumption x Price	65,520 kWh @$0.05586/kWh	3,659.95	
Nodal Congestion Zone*		30.55	
TDSP Pass-Through Charges	From MM/DD/YYYY To MM/DD/YYYY		
TDSP CustomerCharge		5.27	
DeliveryPoint Charge		31.27	
Transmission Charge(TUOS)	164 kVA @$1.470900/kVA	5.50	
DistributionCharge(DUOS)	164 kVA @$3.118137/kVA	511.37	
Transmission Cost RecovFactor	164 kVA @$0.618334/kVA	101.41	
Energy Efficiency Cost RecoveryFactor(EECRF)		3.3	
Storm DamageCost Recovery		0	
Utility - Other Credit		-130.08	
System Benefit Fund (SBF)	65520 kWh @$0.000657/kWh	43.05	
Transition Charge	164kVA @$0.636156/kVA	104.33	
Nuclear DecommissioningFee	164 kVA @$0.008909/kVA	1.46	
Transition Charge	164 kVA @$1.113893/kVA	182.68	
Transition Charge	164 kVA @$0.455734/kVA	170.44	
Total TDSP Pass Through Charges*			1,030.00
Taxes and Assessments			
Gross Receipts Tax Reimbursement Charge*		95.73	
PUCA Reimbursement Charge*		7.99	
Total Taxes and Assessments			103.72
Total Current Charges			**$4,824.21**

**Note: Certain details were estimated for the purposes of a sample invoice.*

Important Message: Explanation of charges and other critical information are provided on reverse side, when applicable.

Account :XXXXXXX

AMOUNT PAID $: _____._____

Date Due	MM/DD/YYY
Amount Due	$ **4,689.94**
Invoice Number	XXX XXX XXX

Please mail this portion with your payment. Make check payable to: Reliant Energy

reliant
an NRG company

reliant
P.O. Box 1532
HOUSTON TX 77251-1532

Mail payment to:

reliant
PO BOX 120954
DALLAS TX 75312-0954

ABC Company
C/O Field
Street Address
HOUSTON TX 77002

reliant
an NRG company

Customer Name	**AMARILLO GREEN ORANGE**
Due date	**10/31/2019**
Bill date	**10/09/2019**
Customer Address	**PO Box XXX**
City, State, & Zip	**Houston, TX XXXX**

ESID	CA	Facility ID	Address	Invoice	Start Billing Period	End Billing Period	KWh	Demand	KWH CHRG	TDSP CHRG	AGG FEE	NODAL ERCOT ANCIL	OTHER CHRG	TAXES AND/OR ASSESS-MENTS	Total Current Chrg	Forward Balance	Total Due
1044372000964XXXXX	000009617XXX - 1	PARXXXXX	PO Box XXX / Houston, TX XXXX	111026453XXX 3	09/06/2019	10/08/2019	0.00	0	0.00	176.74	0.00	0.00	0.00	0.00	176.74	0.00	$176.74
1044372000964XXXXX	000009617XXX - 2	PARXXXXX1	PO Box XXX / Houston, TX XXXX	111026453XXX 3	08/07/2019	09/06/2019	1,659.00	7	87.91	0.00	0.00	5.06	0.00	5.94	98.91	0.00	$98.91
1044372000948XXXXX	000009617XXX - 3	PARXXXXX2	PO Box XXX / Houston, TX XXXX	111026453XXX 1	09/06/2019	10/04/2019	5,950.00	36	315.29	256.84	0.00	38.48	0.00	13.46	624.07	0.00	$624.07
1044372000003XXXXX	000009617XXX - 4	PARXXXXX3	PO Box XXX / Houston, TX XXXX	111026453XXX 9	08/27/2019	09/25/2019	1,182.00	9	62.63	217.71	0.00	6.50	0.00	24.02	310.86	0.00	$310.86
1044372000017XXXXX	000009617XXX - 5	PARXXXXX4	PO Box XXX / Houston, TX XXXX	111026453XXX 7	09/06/2019	10/03/2019	1,711.00	59	90.67	390.77	0.00	11.49	0.00	0.82	493.75	0.00	$493.75
1044372000020XXXXX	000009617XXX - 6	PARXXXXX5	PO Box XXX / Houston, TX XXXX	111026453XXX 5	08/27/2019	09/25/2019	27.00	0	1.43	24.96	0.00	0.11	0.00	2.23	28.73	0.00	$28.73
1044372000023XXXXX	000009617XXX - 7	PARXXXXX6	PO Box XXX / Houston, TX XXXX	111026453XXX 3	09/06/2019	10/04/2019	528.00	5	27.98	82.85	0.00	3.36	0.00	9.61	123.80	0.00	$123.80
1044372000065XXXXX	000009617XXX - 8	PARXXXXX7	PO Box XXX / Houston, TX XXXX	111026453XXX 1	09/06/2019	10/04/2019	3,120.00	26	165.33	182.72	0.00	20.22	0.00	39.07	407.34	0.00	$407.34
1044372000048XXXXX	000009617XXX - 9	PARXXXXX8	PO Box XXX / Houston, TX XXXX	111026454XXX 5	09/05/2019	10/03/2019	1,228.00	10	65.07	138.89	0.00	7.40	0.00	0.35	211.71	0.00	$211.71
1044372000048XXXXX	000009617XXX - 10	PARXXXXX9	PO Box XXX / Houston, TX XXXX	111026454XXX 3	09/05/2019	10/03/2019	1,867.00	25	98.93	298.97	0.00	11.68	0.00	0.68	410.26	0.00	$410.26
							17,272.00		**915.24**	**1,770.45**	**0.00**	**104.30**	**0.00**	**96.18**	**2,886.17**	**0.00**	**$2,886.17**

- For more detailed information regarding your accounts, please review individual invoices included with this document.

- Credit balances on individual accounts are not represented in the Total Due column.

- If paying from this statement, please include this document and remit the Total Due amount to avoid payment posting delays and possible late charges.

- Please remit to the following address:

Reliant Energy- Dept 0954
P.O. Box 120954
Dallas TX 75312-0954

Appendix B: Online Account Management Platform

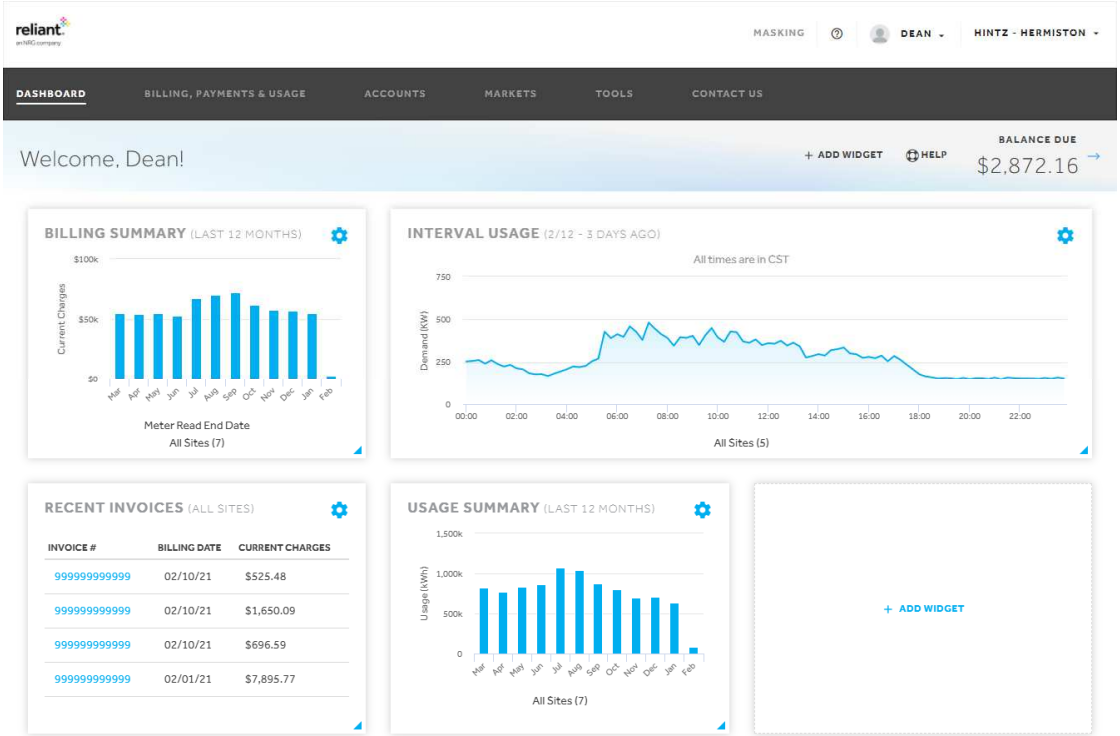
Managing multiple meters presents many unique challenges: monthly invoices can quickly accumulate, making timely payments difficult; consolidated reporting can be burdensome and time consuming; and efficiently adding or deleting multiple site locations can be challenging. However, TIPS members will have access to Reliant's online account management platform, making these challenges easy with best-in-class, intuitive tools that save both time and money.

This platform offers convenience by allowing a TIPS member to access its account to pay and download invoices, manage user access, and request contract amendments. The online account management platform also contains energy consumption and market data, allowing customers to gain valuable insights. The member will also be able to personalize the account experience by creating a customized dashboard, group site locations, and specialized reports.

Please see below for more information about the activities available in the online platform. The following link contains additional information about how our platform puts all the energy information a TIPS member needs in one place to easily manage its account: http://oam.nrg.com/how-to/.

Create a Customized Dashboard

A personalized dashboard provides convenient access to a member's account.



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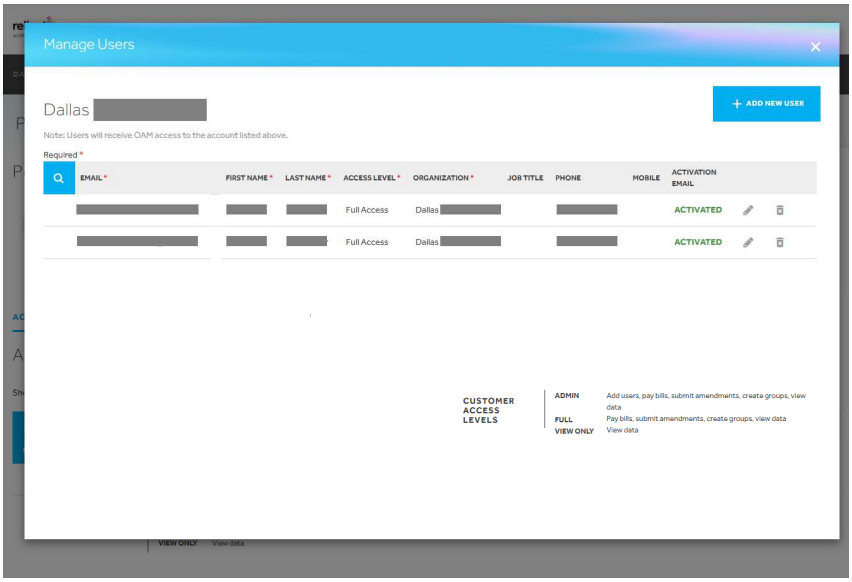
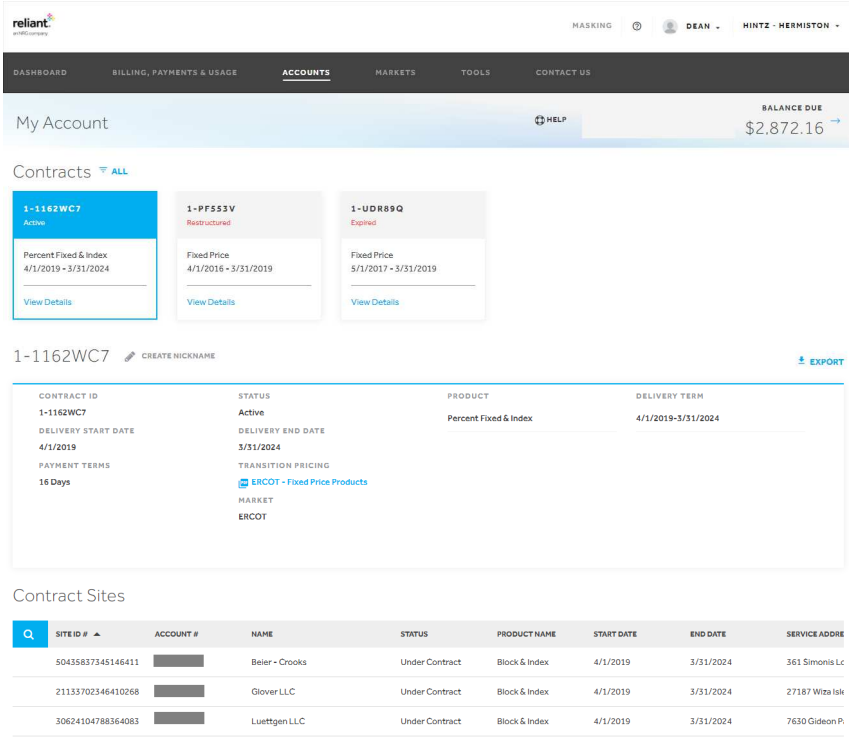
Manage Users

Easily provide and manage the online account access of users throughout your organization.



Retrieve Site List Information

Contract site lists that include addresses and current meter numbers can be easily viewed and exported. Contract terms and conditions can also be viewed effortlessly.



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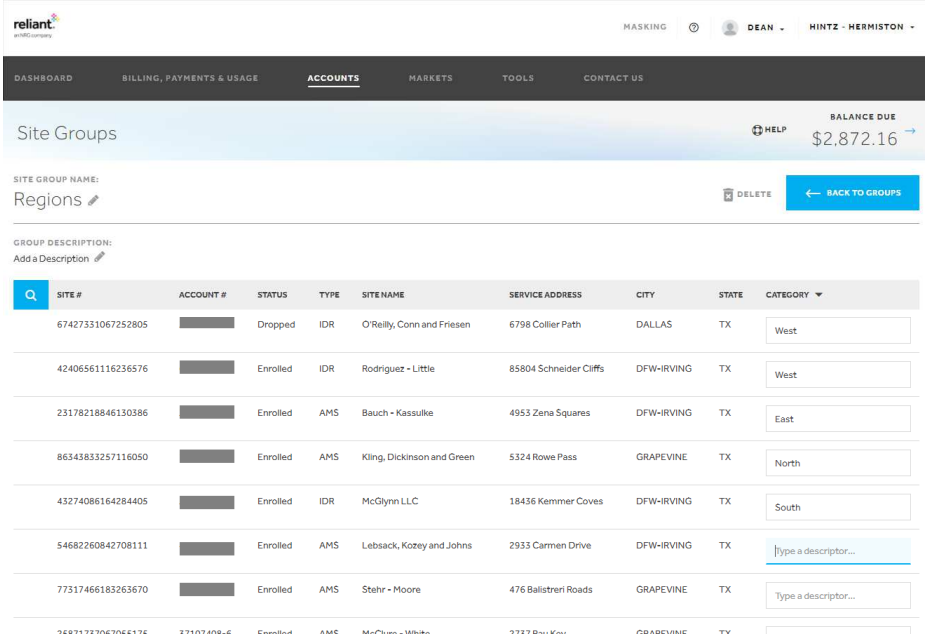
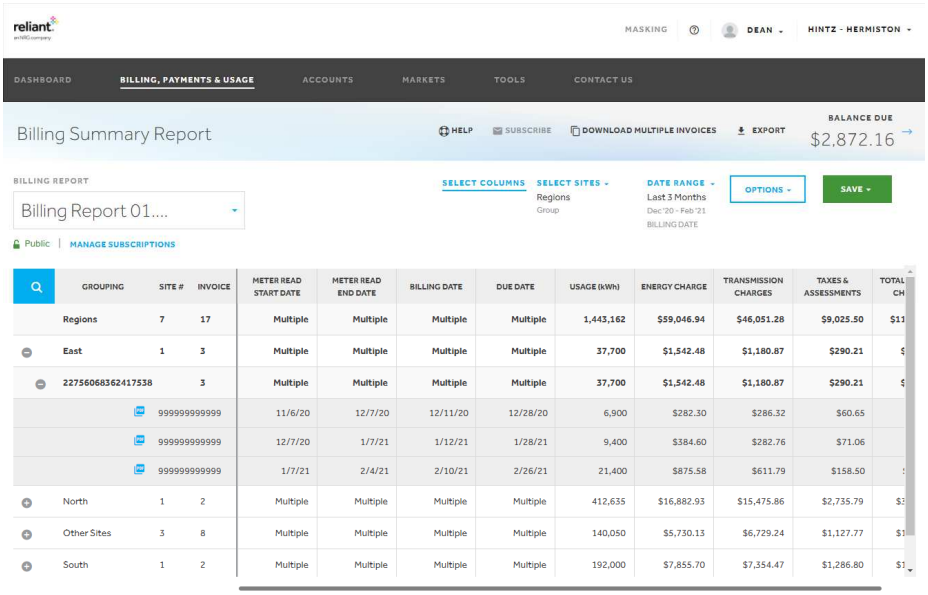
Create Site Groups

Organize sites into one or many groups that facilitate convenient and personalized reporting. Custom site groups carry throughout the platform in other reports and views.



Obtain Billing Summary and Customized Reports

The Billing Summary Report includes efficiently organized invoice details for up to three years at a time. Reports can be saved, shared, exported, and subscribed to for email delivery, providing access according to a member's needs.



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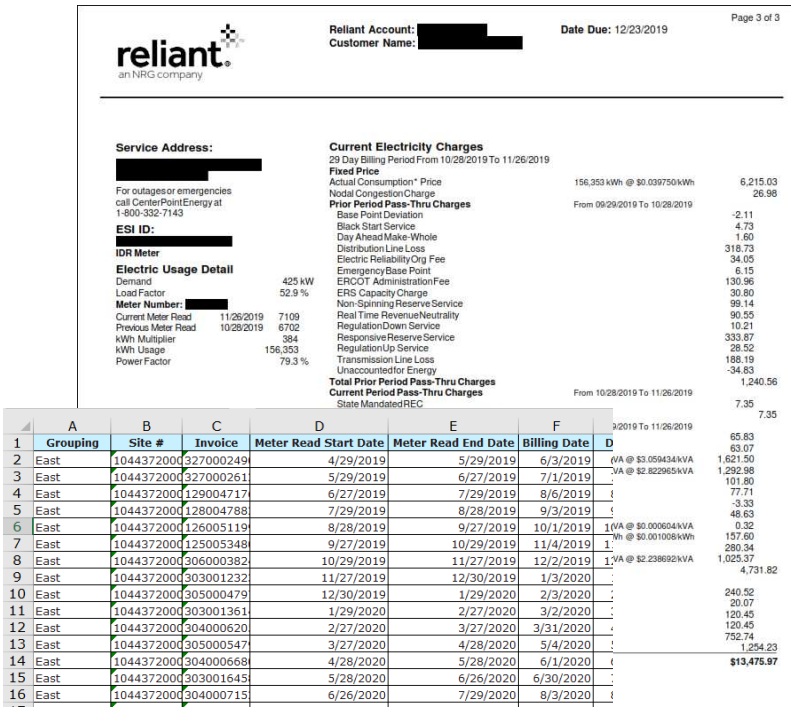
Download Invoices

PDF invoices are easily downloaded one by one or in large quantities across sites. Most online reports and graphs are exportable in well-formatted Excel books to make reporting and data analysis convenient.



reliant
an NRG company

Page 3 of 3

Reliant Account: [redacted]
Customer Name: [redacted]

Date Due: 12/23/2019

Service Address:
[redacted]

For outages or emergencies call CenterPoint Energy at 1-800-332-7143

ESI ID: [redacted]
IDR Meter

Electric Usage Detail

Demand		425 kW
Load Factor		52.9 %
Meter Number: [redacted]		
Current Meter Read	11/26/2019	7109
Previous Meter Read	10/28/2019	6702
kWh Multiplier		384
kWh Usage		156,353
Power Factor		79.3 %

Current Electricity Charges
29 Day Billing Period From 10/28/2019 To 11/26/2019

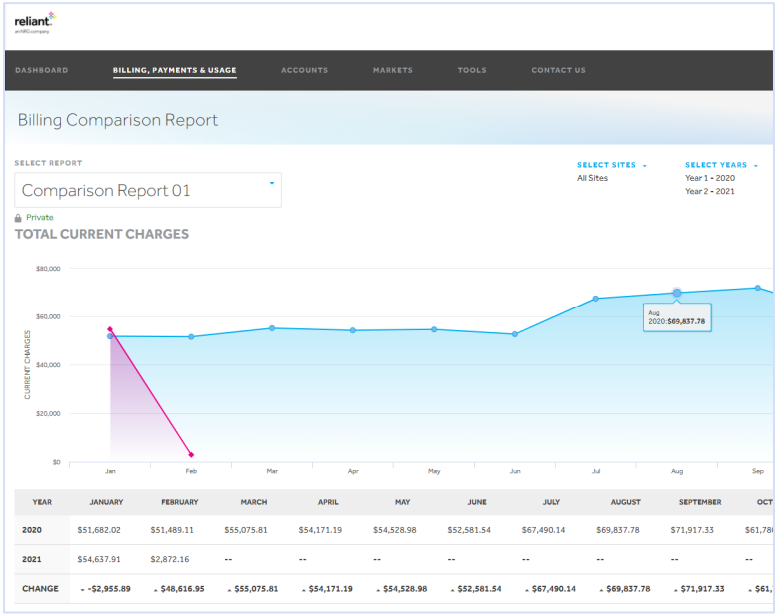
Fixed Price		
Actual Consumption* Price	156,353 kWh @ $0.039750/kWh	6,215.03
Nodal Congestion Charge		26.98
Prior Period Pass-Thru Charges	From 09/29/2019 To 10/28/2019	
Base Point Deviation		-2.11
Black Start Service		4.73
Day Ahead Make-Whole		1.60
Distribution Line Loss		318.73
Electric Reliability Org Fee		34.05
Emergency Base Point		6.15
ERCOT Administration Fee		130.96
ERS Capacity Charge		30.80
Non-Spinning Reserve Service		99.14
Real Time Revenue Neutrality		90.55
Regulation Down Service		10.21
Responsive Reserve Service		333.87
Regulation Up Service		28.52
Transmission Line Loss		188.19
Unaccounted for Energy		-34.83
Total Prior Period Pass-Thru Charges		1,240.56
Current Period Pass-Thru Charges	From 10/28/2019 To 11/26/2019	
State Mandated REC		7.35
		7.35

	A	B	C	D	E	F	D	
1	Grouping	Site #	Invoice	Meter Read Start Date	Meter Read End Date	Billing Date	D	
2	East	1044372000	327000249	4/29/2019	5/29/2019	6/3/2019	VA @ $3.059434/kVA	1,621.50
3	East	1044372000	327000261	5/29/2019	6/27/2019	7/1/2019	VA @ $2.822965/kVA	1,292.98
4	East	1044372000	129004717	6/27/2019	7/29/2019	8/6/2019		101.80
5	East	1044372000	128004788	7/29/2019	8/28/2019	9/3/2019		77.71
6	East	1044372000	126005119	8/28/2019	9/27/2019	10/1/2019	VA @ $0.000604/kVA	0.32
7	East	1044372000	125005348	9/27/2019	10/29/2019	11/4/2019	Wh @ $0.001008/kWh	157.60
8	East	1044372000	306000382	10/29/2019	11/27/2019	12/2/2019	VA @ $2.238692/kVA	280.34
9	East	1044372000	303001232	11/27/2019	12/30/2019	1/3/2020		1,025.37
10	East	1044372000	305000479	12/30/2019	1/29/2020	2/3/2020		4,731.82
11	East	1044372000	303001361	1/29/2020	2/27/2020	3/2/2020		240.52
12	East	1044372000	304000620	2/27/2020	3/27/2020	3/31/2020		20.07
13	East	1044372000	305000547	3/27/2020	4/28/2020	5/4/2020		120.45
14	East	1044372000	304000668	4/28/2020	5/28/2020	6/1/2020		120.45
15	East	1044372000	303001645	5/28/2020	6/26/2020	6/30/2020		752.74
16	East	1044372000	304000715	6/26/2020	7/29/2020	8/3/2020		1,254.23

$13,475.97

Create Year-Over-Year Comparison Reports

Year-over-year comparisons are available for invoice and interval usage data.



YEAR	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCT
2020	$51,682.02	$51,489.11	$55,075.81	$54,171.19	$54,528.98	$52,581.54	$67,490.14	$69,837.78	$71,917.33	$61,78
2021	$54,637.91	$2,872.16	--	--	--	--	--	--	--	--
CHANGE	▼ -$2,955.89	▲ $48,616.95	▲ $55,075.81	▲ $54,171.19	▲ $54,528.98	▲ $52,581.54	▲ $67,490.14	▲ $69,837.78	▲ $71,917.33	▲ $61,

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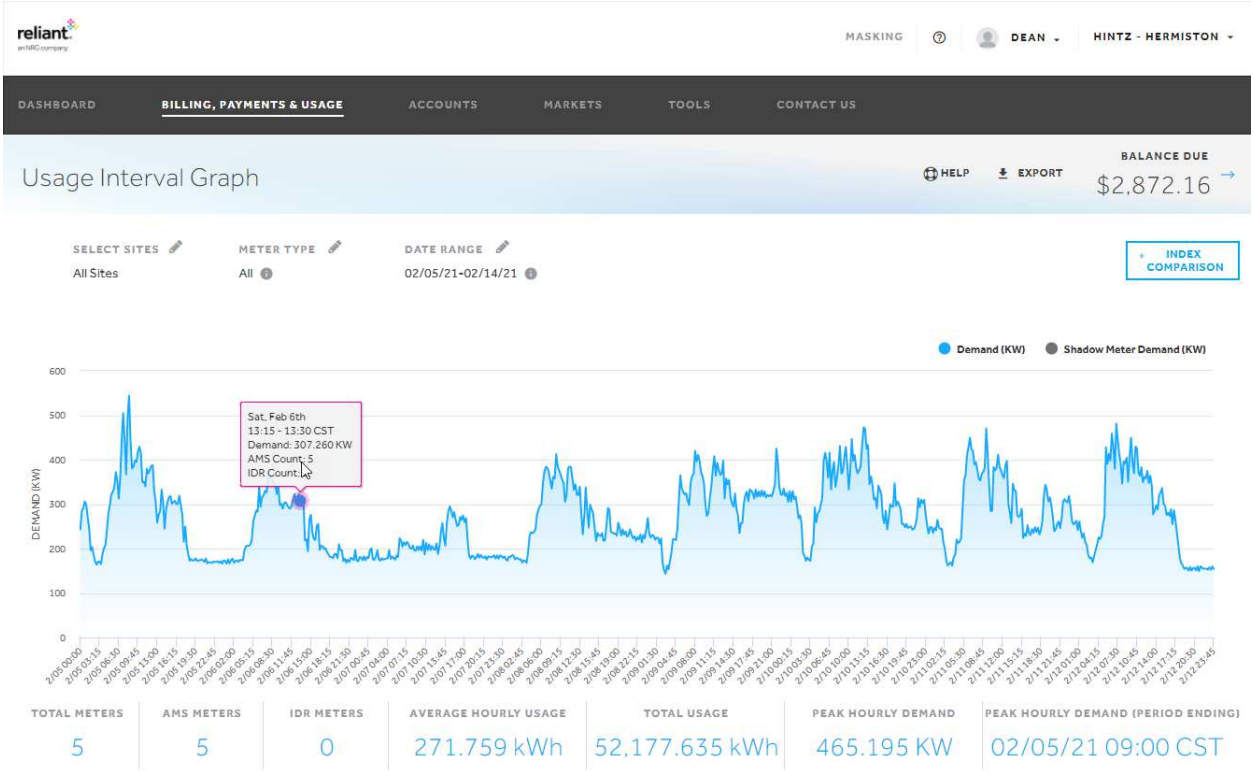
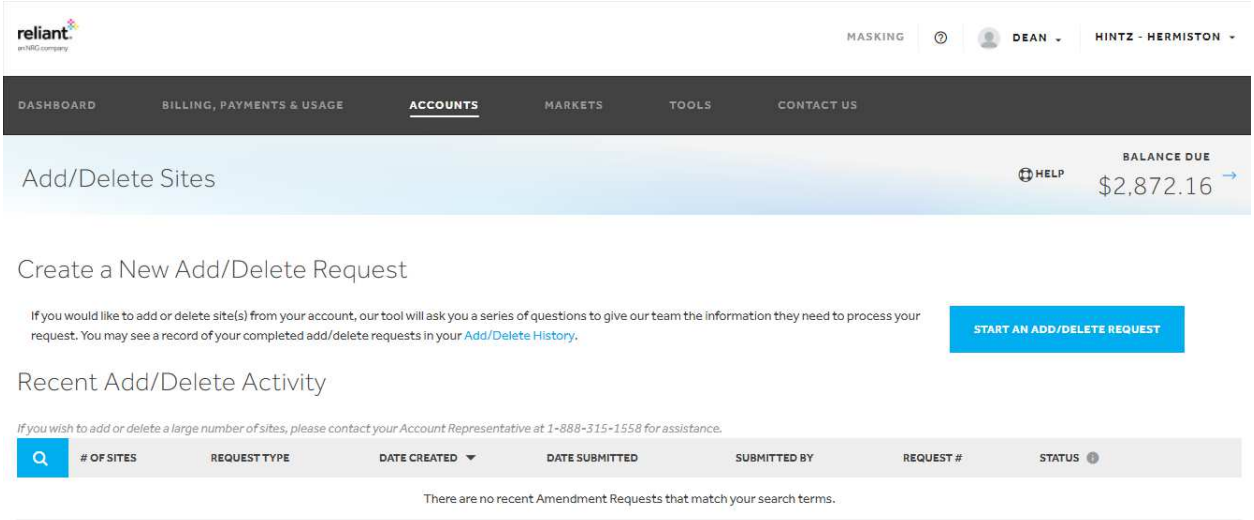
View Interval Usage Data

Up to three years of interval usage data is available for AMS and IDR meters.



Add and Delete Site Locations

Requests to add and delete sites can easily be submitted online. A step-by-step wizard makes data entry easy and minimizes effort to modify your site list.



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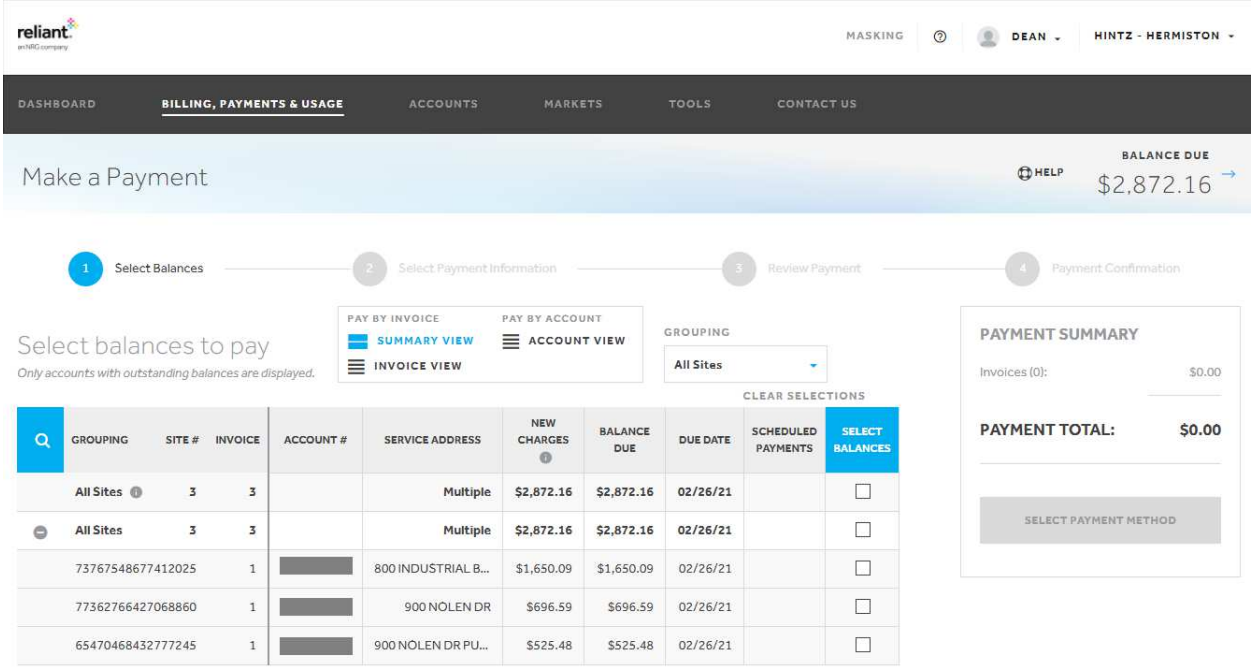
Pay Bills Conveniently Online

Account and invoice balances can be paid online via ACH. Invoice payment history is available online for three years.



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Required Company Overview and Customer Care

A. Company Overview

Please provide an overview of your organization and include answers to the following:

Corporate Profile

Reliant Energy Retail Services, LLC (Reliant) is a subsidiary of NRG Energy, Inc. (NRG), a Fortune 500 company. NRG is a consumer services company that sells power, natural gas, and home and power services, and offers innovative, sustainable solutions under eight brands in 24 U.S. states and eight provinces in Canada.

In 2021, NRG was one of the largest competitive energy retailers in the U.S. and Canada with 157,000 GWh of electricity and 1,877 MMDth of natural gas sold and approximately 6 million recurring customers retained, including over 400,000 large commercial and industrial (C&I) customers. In addition, our portfolio of approximately 18,000 MW of diverse energy assets makes NRG the leading integrated energy provider in North America. As we continue to develop innovative products and services based on emerging technologies, we will provide our customers with exceptional service and innovative business solutions.

With headquarters in Houston, Texas, and over 6,500 employees, NRG is focused on the following:

NRG by the numbers:

6 million customers in North America

157,000 GWh of retail electricity sold in 2021

1,877 MMDth of natural gas sold in 2021

18,000 MW of generation capacity

6,500 employees

- Serving the energy needs of end-use residential, C&I, and wholesale customers in competitive markets through multiple brands and channels
- Offering a variety of energy products and services, including renewable energy solutions, that are differentiated by innovative features, premium service, sustainability, and loyalty/affinity programs
- Operating generation assets to maximize performance
- Hedging our portfolio for optimization
- Engaging in disciplined and transparent capital allocation

1. How long has your company been providing electric service in ERCOT?

Reliant has a long and distinguished track record providing a reliable electricity supply to a variety of customers in the ERCOT region. We have deep roots in Texas and have actively provided electricity service in ERCOT since prior to deregulation. Reliant's predecessors included Houston Industries and its subsidiary, Houston Lighting and Power, a regulated utility that dates back more than 100 years to 1882 when it supplied power to the Capitol Hotel,

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Houston's first electricity customer. In 2002, upon deregulation of the ERCOT market, Reliant was spun off as a separate company from what is now CenterPoint Energy, the entity that remains the Houston area's Transmission/Distribution Service Provider (TDSP).

The following are pivotal years in the history of Reliant and NRG Energy, Inc., with significant developments occurring in each year listed below.

- **1882:** The glow of electric light was seen in the bar of the Capitol Hotel, Houston's first electricity customer. The hotel was served by Houston Lighting and Power, a subsidiary of Houston Industries.
- **1989:** NRG was founded as a subsidiary of Northern States Power Company, with the goal of acquiring, building, owning, and operating non-regulated power and energy businesses both in the United States and overseas. NRG Energy, Inc. was later incorporated in Delaware in May 1992.
- **2000:** NRG was spun off from its parent company and completed its Initial Public Offering (IPO).
- **2002:** Reliant Energy (formerly Reliant Resources, Inc.) was spun off as a separate company from what is now CenterPoint Energy, the entity that remains the Houston area's TDSP. The Reliant name was chosen to communicate dependability—something to be relied upon, dependable, confident, and trustworthy.
- **2009:** Reliant's Texas retail business was purchased by NRG, one of the nation's largest and most diverse power producers.
- **Post-2009:** NRG acquired several retail electricity providers including Green Mountain Energy, Cirro Energy, Discount Power, Stream Energy, and XOOM Energy.
- **2021:** NRG acquired Direct Energy, one of North America's leading retail providers of electricity, natural gas, and home and business energy-related products and services with operations in all 50 U.S. states and eight Canadian provinces.
- **2022:** NRG generates approximately 18,000 MW of energy. This energy comes from approximately 30 generating facilities and includes natural gas, coal, oil, renewables, and nuclear power. Reliant and our affiliates serve approximately 6 million customers total (residential and C&I) across North America with approximately 157,000,000 MWh of electricity and 1,877 MMDth of natural gas.

2. How many unique non-residential customers does your company serve in ERCOT?

In 2021, Reliant served 1,440,089 customers in ERCOT, 97,283 of which were nonresidential customers.

3. What is your current total non-residential annual kilowatt hour volume served by your company in ERCOT?

In 2021, Reliant served 41,699,186 MWh in ERCOT, 24,989,783 MWh of which were for nonresidential customers.

4. How many employees work within your organization?

NRG has approximately 6,500 employees across all its brands, including Reliant.

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5. Provide the address of each office maintained in ERCOT.
NRG maintains the following offices in ERCOT:

Houston Headquarters: 910 Louisiana Street, Houston, TX 77002
Plano Office: 2745 Dallas Parkway, #200, Plano, TX 75093

6. How many public-sector customers do you currently serve in ERCOT? Please categorize by county, city, school district, college/university or other governmental entities.
Reliant currently serves approximately 13,000 meters for public sector customers. The table below shows the number and type of public sector customers we serve in ERCOT. Please note that we serve additional public sector customers in ERCOT that are not shown in the table below, including utility districts and other government customers. In addition, we would like to make TIPS aware that our affiliates under our parent company NRG serve additional public sector customers in ERCOT.

Customer Type	Number of Customers
Colleges and Universities	38
Schools and School Districts	269
Counties	29
Cities	90

B. Customer Care

Please provide details as to expected service standards that your company will provide. Specifically address the following:

1. How does your company propose to provide customer service support to TIPS members who contract for electricity service? (i.e. Will there be one commercial point of contact that will work with all TIPS members or will each TIPS member have their own unique point of contact.)

Exceptional Customer Service
TIPS members will have an assigned specialist from Reliant's in-house Key Client Services Group, along with a trained team that provides supportive backup as necessary. Additionally, the assigned personnel are supported by an expert team leader who has access to the vast resources necessary to proactively address potential issues, research requests, and resolve problems caused by third parties outside of the control of Reliant, TIPS, or TIPS members. Your designated specialist will be available from 7:30 a.m. to 5:30 p.m. (CT) Monday through Friday to assist with all your account management needs, including adding and deleting meters and answering any questions about your invoice or contract that you may have.

Account management is one of our core strengths, and we work closely with our customers to provide them with assistance and information in a timely manner. Our large retail customers also receive a customized onboarding after becoming a Reliant customer. The

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onboarding introduces your team to Reliant and provides them with important information regarding how to contact and work with Reliant's Key Client Services Group. Reliant consistently achieves a high level of performance in servicing large commercial, industrial, and retail customers, far exceeding all target levels of response.

Reliant delivers a premier customer experience by customizing and developing tools tailored to the specialized needs of its customers. At the forefront of this service model is closely collaborating and understanding the operational and financial requirements of TIPS members. Among the capabilities Reliant has developed to serve TIPS members is customized billing data and reports that align with the accounting and financial reporting structure of TIPS members. The numerous tools Reliant has developed include on-demand access to reports containing up to three years of historical billing and usage data.

Communication with TIPS Members: Assigned Representative

Renee Roach, a dedicated, experienced professional, will be assigned to the accounts of TIPS members. Renee will be the primary liaison between TIPS members, our internal teams, and the TDSP to assure that all issues and requests are handled quickly and efficiently. In addition to her focus on providing excellent customer service to TIPS members, Renee looks forward to maintaining excellent communication and to forming a long-term relationship with TIPS members. Please see below for Renee's qualifications.

Renee Roach
Retail Operations Supervisor

As Retail Operations Supervisor, Renee Roach currently supervises an account management team that serves over 2,800 customers, from single site customers to those with hundreds of sites.

Renee has more than 36 years of experience in the retail electricity industry. She began her career with Houston Lighting and Power (HL&P), now CenterPoint Energy, in 1982. She held several positions during her employment with HL&P, including Executive Receptionist, Division Secretary, Customer Care Representative, and Customer Care Trainer. As Texas began preparations for deregulation of the industry in 2000, Renee transitioned to the deregulated division of the organization, which later became Reliant. For the past 20 years, she has held positions as a Customer Care Instructor, Business Process Design Analyst and Senior Account Manager. Renee holds a Bachelor of Business Management from Le Tourneau University.

Education

Le Tourneau University
Bachelor of Business Management, Business Management

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How we will provide TIPS members with access to Reliant's Key Client Services Group:
- Direct phone and email access to your assigned representative
- Email through a general mailbox
- Toll-free phone service

2. In addition to the above, does your company have a customer care team/call center to assist with general business questions? If so, please provide a brief description of the team including hours of operation, number of call center personnel and average time before an inbound call is answered.

Reliant utilizes seven dedicated call centers that employ approximately 700 employees. The call centers handle approximately 5 million calls each year from both business and residential customers. The average time before an inbound call is answered is approximately 45 seconds, with over 60% of all calls answered within 10 seconds. TIPS members will have access to the call centers from 7:00 a.m. to 7:00 p.m. Monday through Friday. Reliant tracks the following call metrics for our toll-free lines:
- Average speed to answer
- Handle time
- Call volumes

For general inquiries, TIPS members will have access to Reliant's 24/7 customer service group by telephone at 1.888.315.1558.

Customer Interaction Metrics

Reliant's Key Client Services team utilizes Siebel, a customer relationship management system, to track and monitor the following:
- Customer requests
- Escalated issues
- Follow up responses

Reporting

TIPS members' service request metrics will be analyzed weekly to ensure timeliness of resolution and to observe request volumes and patterns. We provide Reliant's leadership with a monthly scorecard of key metrics. This information can be shared with TIPS members upon request.

Continuous Improvement

In order to ensure ongoing quality assurance, our key client services supervisors perform reviews of our account representatives by listening to recorded call conversations and reviewing emails. They coach our representatives to provide feedback to continuously refine and improve their customer service skills.

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3. Provide details of the level of authority that your customer contact personnel have to resolve customer issues.

Our customer contact personnel have a sufficient level of authority to resolve routine customer issues because we believe in empowering our employees to put customers' needs first. Putting our customers' needs first will lead to a successful relationship between Reliant and each TIPS member. Customers are at the center of Reliant's business. We approach each energy plan with a customer-first mentality. We will listen to the member's needs and craft an innovative energy plan that leverages a dynamic energy market. Each customer's electricity plan is unique, but each reflects our consultative approach, inventive technology, and dedicated support to enhance the member's overall efficiency and cost-effectiveness.

We have also found that communicating and aligning expectations about product structure, risk tolerances, and terms and conditions reduces disputes. Therefore, we take specific steps to ensure our sales team and the member and/or its representative have an open dialogue about objectives and communicate transparently and thoroughly before entering into a contract. Once a relationship has been established, it is then essential to create formal and informal lines of communication. This communication ensures a successful relationship throughout the contract term and into the future.

Additionally, Reliant regularly surveys customers and has implemented numerous process improvements based on customer feedback from these surveys. Reliant personnel will escalate issues internally as needed.

4. Will your company make electricity consumption data available online or via e-mail in Excel format? Please provide samples of any standard reports available to customers that relate to monthly usage and spend data.

Electricity consumption data will be available online through Reliant's online account management platform. For information on this platform, including screenshots, please see **Appendix B** of the "Required Billing and Payment Information" document.

a. Additional Value-Added Offers

Please provide any additional value-added service offerings you believe would benefit the TIPS membership.

Reliant can offer a number of additional value-added services to TIPS members. However, we believe the strategic load management services available through our affiliate NRG Curtailment Solutions (NRGCS) will offer the greatest benefit to TIPS members. Please see below for information on our strategic load management services offering.

Strategic Load Management through NRG Curtailment Solutions

NRGCS, an affiliate of Reliant, strives to provide customers with holistic, turnkey solutions using a strategic load management approach. Strategic load management allows customers to take control of how they use electricity and make purchasing decisions with energy

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management in mind. NRGCS has been providing turnkey solutions for more than four years. Our strategic load management services include the following:

- **Demand Response Program Participation**
  - Enrollment and Registration
  - Metering Installation
  - Reduction Action Plan Development
  - Advanced Reporting and Analytics through Online Platform
  - Alerts, Training, and Support throughout Curtailment Season
  - Program Recommendations
  - Access to our Proprietary Responsive Economic Dispatch (RED) Program

- **Additional Load Curtailment Strategies**
  - Asset-Backed Demand Response
  - Generator Retrofitting
  - Battery Storage

- **Energy Efficiency**
  - Preliminary Energy-Use Analysis (PEA)
  - Onsite Energy Audits (ASHRAE Level 2)
  - Project Evaluation and Oversight
  - Incentive Management
  - Benchmarking
  - Energy Star Certification

NRGCS by the numbers:

5,000+ facilities under contract

Managing **2,000 MW** of demand response

Strategic load management is a winning solution for TIPS members because it offers financial flexibility and deepens the relationship between members, Reliant, and NRGCS, allowing us to work together to minimize demand on the grid and maximize energy savings. It also benefits a member's community by reducing demand on the electric grid during peak hours, thus minimizing the chances of a blackout in the area.

NRGCS is one of the largest strategic load management service providers in North America, operating in ERCOT, PJM, NYISO, ISO-NE, and CAISO. Established in 2001, we have used our 20 years of industry experience to formulate effective demand response (DR) programs. We serve a wide variety of commercial, industrial, and institutional customers, achieving a 2,000 MW reduction of curtailable load at 5,000 facilities in 2021. NRGCS leverages various DR programs and incorporates them into its strategic load management approach. This customer-centric approach is tailored to the individual needs and objectives of our customers. We work with the customer to understand their business needs and capabilities to curtail, then maximize load management savings through the right mix of utility, market-based, and NRG-provided programs.

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Enersponse Partnership: Aggregation of Small Facilities for DR

NRGCS has partnered with Enersponse in order to offer automated solutions for energy curtailment to customers like TIPS members that may have hundreds of accounts across numerous facilities. Typically, to participate in DR programs, each customer location would have to manually adjust their energy usage, which can be challenging with so many facilities that operate independently of one another. However, through our partnership with Enersponse, NRGCS can aggregate hundreds of small sites together to participate in DR programs and automate participation during curtailment events.

How it Works: Automated Reduction through Facility Control Systems

The automated Enersponse Platform communicates with existing facility control systems to manage energy reduction events. Where individual sites typically could not meet utility program requirements, the platform coordinates each facility in the portfolio to co-optimize capabilities with program requirements. The goal is to make the process so seamless that occupants don't even notice electricity usage has been reduced.

Enersponse's automation solutions allow customers to set pre-determined preferences that are triggered via intelligent automation to adjust power usage during harsh environmental conditions, energy price fluctuations, or system outages. This may include dimming the lights or adjusting the thermostat by a few degrees when costs are highest. Customers can decide how to throttle and when, and Enersponse automates the rest via a secure connection to existing building controls. By implementing Enersponse's automated program management solution and then participating in PJM and NRGCS DR programs, TIPS members could save thousands of dollars on its energy costs annually.

Demand Response Programs Available in ERCOT

Demand response is a program-based service that helps customers reduce energy consumption during peak hours and get paid for reducing peak demand. By reducing consumption, the customer benefits by receiving either cash payments or credits toward its electricity costs.

NRGCS enables customers to participate in ERCOT DR programs, including Emergency Response Service (ERS) 30 and 4 Coincident Peak (4CP), as well as supplier-specific programs, including the Responsive Economic Dispatch (RED) program. NRGCS can enroll customers and provide notification services to reduce delivery charges. In addition, for customers who receive electricity services through an NRG retailer, we offer customized economic programs based on the needs of the facility. Participation in the ERS-30, 4CP, and RED programs would allow TIPS members to save up to $100,000 per MW annually.

Details regarding the demand response programs NRGCS can offer to TIPS members are provided below.

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Emergency Response Service (ERS-30)

Emergency Response Service (ERS) 30 presents another opportunity for TIPS members to generate savings through curtailment during emergency usage periods. If TIPS members enrolls in the ERS-30 program, it will be obligated to participate in curtailment events during emergency peak demand periods when the reserve margin of generation on the grid is low. Participation in this program can result in either cash payments or bill credits.

ERS-30 allows for a 30-minute response period. This program has been met with a high rate of success, as it allows customers ample time to respond to peak events. There are several important considerations for participation in ERS-30:

- Participants in ERS-30 will have 30 minutes to respond to dispatch instructions.
- Only loads — not generators — will be permitted to participate in ERS-30. This requires NRGCS to only bid on the portion of the asset equal to the load at a member's facilities.
- ERCOT may deploy ERS-30 as early as Energy Emergency Alert (EEA) Level 1. NRGCS monitors these alert levels. Only four have been called in the past 17 years.
- ERS-30 will be procured using a clearing price mechanism instead of as-bid pricing.
- ERS-30 participants will be subject to a minimum of one and a maximum of four deployments (whether for the purposes of testing or actual deployment) per contract period.
- ERS-30 participants will be subject to a maximum of 12 cumulative hours of deployment during the period of obligation and will not be obligated to remain deployed beyond 12 hours, even if ERCOT does not issue a recall instruction.

Reliant will work with TIPS members to manage the risk of participating in the ERS-30 program. No fines or penalties will be passed along to TIPS members for failure to respond to or meet performance standards.

Program Elements	Requirement
Season	24/365. Four contract periods during the year comprising eight time periods in which participants can commit curtailable load.
Notification	30 minutes
Maximum Event Duration	12 hours
Maximum Number of Events	Unlimited
Payment Evaluation	Payment may be adjusted if less than 95% of load reduction is delivered during events. If no events are called, there is an annual 30-minute test to confirm performance. There will be a retest if failed. Payment can also be adjusted if the curtailable load was not available at least 95% of the committed time.

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Four Coincident Peak (4CP) Notification Service

4CP is a transmission cost avoidance program. Texas TDSPs calculate energy rates based on electricity usage that coincides with peak demand. Peak demand events occur during a single 15-minute window, once during each summer month (June, July, August, and September), when demand is highest on the grid. Reliant's knowledge of the market and constant monitoring of grid activity will provide TIPS members with the greatest 4CP insight possible, allowing TIPS members to scale back on electricity usage in anticipation of an expected peak event. Savings generated through peak demand avoidance can save up to $40,000 per MW for curtailing load during all four coincident peaks.

Reliant offers two different 4CP programs — one at no charge and the other a premium service. Both 4CP programs offer shared savings potential to TIPS members. We will work with TIPS members to evaluate business operations and determine the most cost effective 4CP service.

The first program, which provides market awareness at no charge, will notify TIPS members any time a peak event is likely to occur. TIPS members may receive up to 20 alerts per summer and can choose to which notifications they want to respond.

The premium service offers two levels of 4CP notification services. Through either of the premium 4CP services, TIPS members would receive a daily message at 7:00 a.m. CT during the four-month period, which would provide an eight-day forecast of when peak events are likely to occur, as well as a history of a TIPS member's alerts.

	Basic (Free)	Selective	Highly Selective
Number of Alerts	**5-10+/month**	**≤12/year**	**≤5/year**
Timing	• 75 minute window • Sent at 7 a.m. CT	• 45 minute window • Sent at 2 p.m. CT	• 30 minute window • Sent at 3:30 p.m. CT
Customer Reporting	• Minimal market information in alert notification	• Daily forecast • Summary savings and alert reporting	• Daily forecast • Summary savings and alert reporting

- **Selective 4CP** provides 12 alerts per season, each with a 45-minute advance notice of the peak demand event. Curtailment is voluntary, and TIPS members may choose not to curtail electricity each time they receive an alert.
- **Highly Selective 4CP** provides five alerts per season, each with a 30-minute advance notice of the peak demand event. TIPS members will receive the alerts on the days that Reliant has calculated as most likely to have a peak demand event.

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Program Elements	Requirement
Season	June to September, weekdays, 3:00 p.m. – 6:00 p.m.
Notification	Basic, Selective, and Highly Selective (see chart above)
Maximum Event Duration	90 minutes
Maximum Number of Events	Depends on customer capabilities

Responsive Economic Dispatch (RED)

This program was created in response to customer reactions to recent price spikes throughout the United States during summer months. These customer reactions emphasized the need for a price management program. NRG sought to create such a program focusing on the needs of our wide variety of customers, not limited to the overall condition of the grid. The result is our RED program. RED has become increasingly important in a post-Uri and renewable dependent ERCOT market. This program is now available in all the markets in which NRGCS operates. Through participation in this program, customers with flexible load can generate value for themselves and the local power grid.

NRGCS calls RED events when looking to purchase flexible load from NRG customers during the summer months (June through September). Events occur when day-ahead prices exceed a designated strike price, as a result of lack of renewable generation and/or high temperatures. This program is designed for ease of implementation with straightforward program parameters, such as day-ahead notification to allow time to adjust business operations and a minimum two-hour event window, allowing more loads to participate.

NRGCS will work with TIPS members to establish a Reduction Action Plan (RAP) to determine the amount of flexible load to commit to the program. An energy solutions engineer is assigned to support each customer enrolled in the RED program and to maximize the value of a TIPS member's flexible load during the program period. An addendum to the electricity services contract will be executed on an annual basis, although up to a five-year commitment to the program can be considered.

TIPS members can recognize a significant value by participating in the RED program. The program has historically paid approximately $20,000–$30,000 per MW curtailed per season. Additionally, a seasonal credit is paid regardless of how many times NRGCS calls an event, even if there are no events called. This program can be run in conjunction with 4CP and ERS-30. NRGCS will work with TIPS members to establish the most valuable strategic load management plan according to a TIPS member's business operations.

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Program Elements	Requirement
Program Season	June to September, weekdays, 12:00 p.m. – 9:00 p.m.
Notification	Day ahead, 10:00 a.m.
Maximum Event Duration	2 hours up to 4 hours
Maximum Number of Events	12 per season (not to exceed 8 per month)
Payment	Bill credit at end of season, combination of a demand and energy credit based on events called and customer performance

Additional Curtailable Load Strategies

NRGCS' engineering team is available to work with customers to understand their business requirements and identify curtailable load capabilities. The objective is to minimize business disruption while maximizing value from demand response opportunities. Our team is experienced in creating plans to curtail facility grid usage through both reducing equipment load and using onsite generation or storage. We can provide recommendations and solutions to make participation in demand response programs as easy as possible.

Energy Efficiency Services through NRG

While demand response solutions can be effective in lowering short-term costs, these can be even more effective when combined with energy efficiency solutions. Energy efficiency has great benefits in permanent load reduction and long-term cost savings. Our cross-team collaboration enables NRG to provide an all-inclusive approach to best meet the energy goals of TIPS members. At NRG, we have a team of certified professionals that are experienced in providing holistic energy efficiency solutions, including energy audits, project management services, incentives management, energy benchmarking, and Energy Star certification.

Preliminary Energy-Use Analysis (PEA)

A PEA is a remote desktop analysis performed to assess the potential for improved energy performance and to determine whether a further onsite energy audit is needed. During the PEA, NRG analyzes historical utility usage, peak demand, and cost to calculate a facility's Energy Cost Index (ECI) (expressed in $\$/ft^2$) and Energy Use Intensity (EUI) (expressed in $kBtu/ft^2$). These metrics are then compared to similar peer buildings to benchmark current efficiency levels. Monthly energy usage data is also reviewed to identify energy anomalies and behavioral modification opportunities.

The PEA can be done across an entire portfolio of locations and provides valuable insight into prioritizing facilities with the largest potential for efficiency improvements and further study through onsite audits.

To complete this exercise, we will need the following information for each location:

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1. 12–36 months of electricity and natural gas data (monthly interval data is preferred if available)
2. 13–36 months of water data if available
3. Site square footage
4. Notes on any other energy sources on site

Energy Audits (ASHRAE Level 2)

Provided that the PEA indicates a facility is a good candidate for further analysis, NRG can perform audits to identify energy conservation measures (ECMs) for TIPS members. To develop comprehensive ECMs, a full facility walk-through is performed to observe and record facility operations and existing equipment. All collected information is used to develop a detailed financial analysis for each ECM based on implementation cost estimates, site-specific operating cost savings, and a member's established investment criteria. The final audit report will provide the member with a comprehensive understanding of the financial benefits of implementing recommended ECMs. In addition, we will provide a list of ECMs that were evaluated but ultimately not recommended, including background context and reasoning. Information on any available incentives/rebates, waste management recommendations, operations and maintenance recommendations, and a greenhouse gas (GHG) emissions analysis to support any sustainability goals will also be provided.

Project Evaluation and Oversight

Once the energy audit is completed and the report is delivered, NRG is also well-positioned to provide project management services for ECMs that a member would like to implement. Project management services include NRG personnel resources to evaluate potential projects, conduct initial opportunity analysis, author and issue RFPs to the market, review submissions including utility incentives and rebates, and counsel the member on final award to vendors. Following the vendor award, NRG can also provide construction management services to ensure that ECM projects are completed in accordance with the member's requirements and expectations.

The scope of these services can be customized to meet the unique needs of the member's energy efficiency goals, but may include the following:

- Development of RFP documents based on identified ECMs
- Identification of qualified contractors, in collaboration with customer, to invite to bid
- Management of the engagement process with contractors
- Contractor clarification and submission management
- Analysis of all RFP submissions to ensure the completeness of proposals, compliance with established requirements, and evaluation of financial and execution risks
- Development of a submission matrix that weights the responsiveness, responsibility, and any other considerations identified by customer that will aid in the review and selection process of a contractor
- Contract negotiation management on behalf of the member with selected contractor

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Incentive Management
NRG can assist a member in identifying and pursuing all applicable incentives available through local utility, government, and market programs for completed/planned efficiency projects. Our team of engineers will manage the entire application process, including data collection, measurement and verification (M&V), and report generation.

Benchmarking
Benchmarking is the practice of measuring energy performance of a building over time and comparing it to similar buildings, with the goal of informing and motivating energy performance improvement. Benchmarking focuses on measuring a building's energy performance based on energy data and general building information. It usually does not involve an onsite study, and it does not address where energy is wasted and where it can be improved. NRG has a licensed professional who can perform benchmarking for a member's facilities. We can also use an external resource upon customer request.

In addition to the many benefits created by the insight derived from measuring energy and water consumption year over year, many cities around the U.S. have now set benchmarking goals and requirements. Laws vary by state, city, and local jurisdiction. However, most governing programs require buildings of a certain size to comply with annual benchmarking parameters. The majority of programs utilize the U.S. Environmental Protection Agency's (EPA's) online tool, Energy Star Portfolio Manager, to streamline the submission of data to the appropriate entity. NRG can offer annual energy benchmarking and reporting by completing the following tasks:

- Set up building profile in Energy Star Portfolio Manager system
- Collect electricity, gas, and water data from utility (dependent on program requirements)
- Examine, analyze, process, and import energy data to Energy Star Portfolio Manager

Energy Star Certification
NRG can assist a member in using the Environmental Protection Agency's (EPA) Energy Star platform and can support the member's facilities to become Energy Star certified. The Energy Star platform can assess energy efficiency at customer facilities using a special algorithm that estimates how much energy a building would use, given its location, size, type, and other information. After this assessment, a facility receives a score out of 100 on how well it is implementing energy efficiency practices, using the Energy Star platform. The member can also receive reports on how large its carbon footprint is using this platform. Facilities with an Energy Star Score of 75 or higher may be eligible for Energy Star certification. However, the EPA requires a licensed professional to conduct a site visit and verify the application. NRG can provide resources and assist customers with the application process aligned to EPA requirements.

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TIPS RFP # 220904

Required Confidential Information Status Form

Reliant Energy Retail Services, LLC

Name of company

Scott Hart, Vice President

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

910 Louisiana Street	Houston	TX	77002	713.537.3000
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 OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 29 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 09/13/2022

---------- **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 _____

COMPLETE ONLY

Reliant Energy Retail Services, LLC

(Name of Secretary)

Scott Hart

Vice President

C RP R E SE L i availa le

Judith Tompkins

S RE

09/13/2022

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NOTICE REGARDING STANDARDIZED TIPS RETAIL ELECTRICITY CONTRACT

The following document is the standardized TIPS Retail Electricity Contract ("Contract") which has been generally negotiated between TIPS and Vendor. The Vendor is required to offer this negotiated Agreement to TIPS Member Customers when they seek a retail electricity contract with Vendor under the TIPS Contract. However, TIPS Member Customers are not required to accept this proposed Contract as written. TIPS Member Customers should review and negotiate the Contract with the assistance of counsel to best meet their entity's needs. TIPS is not a party to the Contract as it is a contract between TIPS Member Customer and REP only.

reliant
an NRG company

ELECTRIC ENERGY SALES AGREEMENT

(Public Entity Master Agreement)

This Electric Energy Sales Agreement (this "**Agreement**") between **RELIANT ENERGY RETAIL SERVICES, LLC**, a Delaware limited liability company ("**Reliant**"), and **{{LEGAL ENTITY NAME OF TIPS MEMBER}}**, a political subdivision of the State of Texas ("**Customer**") (individually referred to as a "**Party**" and collectively, the "**Parties**") (including all attached and referenced exhibits and annexes, which are incorporated in this Master Agreement, and all Energy Transactions, which together form a single, integrated agreement, this "**Agreement**") is effective on this _____ **day of** _____**, 20**____ (the "**Effective Date**"). **Exhibit A** sets forth definitions of capitalized terms not defined in the text.

PART 1: MASTER AGREEMENT SCOPE.

1.1 **Scope**. This Master Agreement commences on the Effective Date and continues month to month thereafter, unless terminated by either Party upon 30 days prior written Notice to the other Party, but this Agreement will continue to apply until all Energy Transactions are completed or terminated, final invoices are issued, and all amounts owed are paid in full. Further, all obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers survive termination indefinitely, and confidentiality obligations survive termination for the period of the applicable statute of limitations.

1.2 **Energy Transactions**. The Parties from time to time may, but are not obligated to, enter into one or more Energy Transactions for the purchase and sale of electricity ("**Energy**") subject to this Master Agreement. An Energy Transaction may be formed by the Parties' agreement and evidenced by an Energy Transaction Confirmation issued by Reliant and signed by the Parties. Each Energy Transaction Confirmation must specify a product **Exhibit C**, attached to the Energy Transaction Confirmation, as the basis of the Energy Transaction. Each Energy Transaction Confirmation must also include an **Exhibit D** describing Customer Locations, Benchmark Quantities, and pricing components applicable to the Energy Transaction. If an inconsistency exists between the terms of this Master Agreement, an Energy Transaction Confirmation, and **Exhibit C** and **Exhibit D**, the Energy Transaction Confirmation prevails over this Master Agreement, and **Exhibit C** and **Exhibit D** prevail over the cover page to the Energy Transaction Confirmation.

1.3 **Energy Transaction Term; Transition Term**. The "**Initial Term**" of an Energy Transaction will be set forth in the Energy Transaction Confirmation. If any Customer Location(s) have not been switched to a new REP at the end of the Initial Term, then Reliant will continue to sell Energy to Customer for the Customer Locations, in accordance with this Agreement, and this Agreement will continue in effect for successive one month terms (collectively, the "**Transition Term**") until all Customer Location(s) are switched to a new REP (the Initial Term and the Transition Term, collectively, the "**Term**"). The Contract Charge for each month of the Transition Term (the "**Transition Charge**"), together with any new product terms, will be posted on Reliant's online account management website at www.reliant.com (the "**Site**"). It is the Customer's responsibility to access the Site for each Transition Charge and no other Notice will be provided. At any time after the end of the Initial Term, if allowed by Law, Reliant may terminate the Energy Transaction Confirmation by transferring any remaining Customer Location(s) to the POLR or the appropriate REP.

PART 2: ENERGY TRANSACTIONS.

2.1 **Sales and Purchases**. Reliant will sell to Customer, and Customer will purchase from Reliant, Energy to satisfy all of Customer's Energy Requirements for each Customer Location for the Delivery Term. Customer Information forms the substantial basis for the calculation of charges for the Energy Transactions. To the best of Customer's knowledge, Customer Information is true and accurate as of the date furnished to Reliant and as of the Effective Date. Customer will take all actions necessary to effect the Energy Transactions, including, if requested by Reliant, executing an authorization form permitting Reliant to request changes of the Meter Read Date(s) for one or more Customer Locations. During the Delivery Term, Customer may not (a) resell any portion of the Energy purchased from Reliant to any third party, or (b) be qualified as a Resource in ERCOT without giving Reliant 60 days written notice of its intent to do so.

2.2 **Delivery of the Energy**. Reliant and Customer acknowledge that the TDSP owns and controls the electric transmission or distribution wires or equipment, has custody and control of the Energy sold and purchased under this Agreement, and has the responsibility to deliver the Energy to the Customer Locations. Neither Reliant nor Customer have any liability, obligation, or responsibility for the operations of the TDSP or for the interruption, termination, failure to deliver, or deterioration of the TDSP's transmission or distribution service.

2.3 **Contract Charge.** For all Energy deliveries under this Agreement, Customer agrees to pay Reliant the Contract Charge.

2.4 **Billing**. Following each month during the Delivery Term, Reliant will render to Customer the Reliant Invoice setting forth all charges and amounts due. Within five Business Days after the Effective Date, Customer will notify Reliant in writing of the address to which Reliant may submit invoices. Reliant's ability to invoice Customer is dependent on the TDSP's and ERCOT's ability to furnish Reliant all necessary information, including the Meter Read Dates for scalar meters and recorded data for interval data meters. Absent that information from the TDSP or ERCOT, Reliant may invoice Customer based on estimated data. After Reliant receives the required information, the estimated Reliant Invoice will be adjusted on a subsequent Reliant Invoice to reconcile differences between estimated and actual data.

2.5 **Payment**. Customer must pay, as specified in **Exhibit B**, the amount due stated on the Reliant Invoice on or before the later of (a) the 30th day after the Reliant Invoice date, or if not a Business Day, the immediately following Business Day, or (b) the due date for payment required under Chapter 2251 of the Texas Government Code (the "**Due Date**"). If an invoice is not paid by the Due Date, then Reliant will apply to Customer's account a late fee on the unpaid amount equal to the lesser of one percent or the maximum amount permitted by Law.

2.6 **Payment Disputes**. If Customer disputes amounts shown on the Reliant Invoice, Customer must (a) notify Reliant no later than 21 days after receipt of the Reliant Invoice and (b) pay Reliant the undisputed amount and furnish Reliant a written explanation specifying the amount disputed and the basis for the dispute. Upon receipt of notice that Customer disputes a Reliant Invoice, Reliant will promptly provide supporting documentation and such other information that Customer may reasonably request for purposes of verifying the disputed amount. Within 10 Business Days of resolution, if Customer owes Reliant money, then Customer must pay Reliant the amount owed plus interest at the Interest Rate from, and including, the Due Date to, but excluding, the date Reliant receives payment. Any amounts improperly billed and collected from Customer will be credited to Customer on its next Reliant Invoice, together with interest at the Interest Rate.

2.7. **Customer Appropriations**. The Parties to this Agreement understand and agree that any and all payments made in accordance with this Agreement shall be made only out of current revenues available to the Customer. In the event current revenues are not available, the Customer reserves the right to terminate this Agreement at the expiration of each budget period during the term of this Agreement. Customer agrees to notify Reliant in writing of such termination due to unavailability of current revenues at the earliest practicable time subsequent to the failure to appropriate, and as of Customer's termination date, Reliant shall have no further duty to supply energy to Customer and unless agreed otherwise by the Parties shall move service for the Customer Locations to the POLR, or any other permissible REP established by the PUCT on the date of termination due to

unavailability of current revenues. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination. Further, this Agreement is conditioned on a best efforts attempt by the Customer to obtain and appropriate funds for payment under the terms of this Agreement. Customer agrees, to the full extent allowed by Texas law, that if any funds are appropriated for energy costs, such funds shall be applied first to the cost of energy provided pursuant to this Agreement and that any such funds shall not be used to pay for energy from any other energy power provider for the accounts covered in this Agreement.

PART 3: DEFAULTS AND REMEDIES.

3.1 **Events of Default**. Each of the following events is an "**Event of Default**" with respect to an affected Party (the "**Defaulting Party**"):

(a) failing to make any required payment when due, if the failure is not cured within five Business Days after written Notice;
(b) making a material, false, or misleading representation or warranty under this Agreement, and not correcting the representation or warranty within five Business Days after written Notice;
(c) failing to perform any covenant not excused by Force Majeure if not cured within five Business Days after written Notice;
(d) making an assignment or general arrangement for the benefit of creditors;
(e) becoming a party, voluntarily or involuntarily, to an action under bankruptcy or similar laws for the protection of creditors;
(f) becoming bankrupt or insolvent;
(g) failure by Reliant to invoice Customer within 90 days of receiving Customer's actual usage data if such failure is not remedied within 10 days after written notice; or
(h) Reliant's failure to comply with **PART 5(g)** of this Agreement.

No waiver by the other Party (the "**Non-Defaulting Party**") of any one or more Events of Default will be construed as a waiver of any other Event of Default.

3.2 **Early Termination**. If an Event of Default occurs, the Non-Defaulting Party may take one or more of the following actions for as long as the Event of Default continues:

(a) establish a date ("**Early Termination Date**") on which this Agreement and all Energy Transactions terminate;
(b) disconnect, or cause to be disconnected, each Customer Location from electric service no sooner than five Business Days after providing Customer written notice, or, if disconnection is not allowed by Law, transfer each Customer Location to the POLR or another REP as specified by Law; and
(c) transfer service to another REP.

The Parties agree that if Customer causes an Event of Default by switching away one or more Customer Locations to another REP prior to the expiration of the Initial Term, the Early Termination Date will be the earliest date a Customer Location is switched. Regardless of which Party is the Defaulting Party, Customer agrees that if an Early Termination Date occurs, it will remain liable to timely pay Reliant all charges for Energy sold until each Customer Location is transferred or is disconnected from electric service. If an Early Termination Date occurs, the Non-Defaulting Party determines its resulting damages as of the Early Termination Date pursuant to **Section 3.3** below.

3.3 **Damages**. The actual damages of the Non-Defaulting Party are that Party's Costs, plus its Losses and minus its Gains, if any, determined as set forth in the definitions in **Exhibit A** and in this Section. If an Early Termination Date occurs before the Delivery Term begins, the damages will be calculated as though Reliant had delivered Energy to Customer throughout the Delivery Term until the end of the Initial Term. The Non-Defaulting Party will aggregate its Gains or Losses and Costs into a single net amount (the "**Termination Payment**"). If the calculation of the Termination Payment yields a positive amount, the Defaulting Party will owe that amount to the Non-Defaulting Party. If the calculation of the Termination Payment yields a negative amount, the Termination Payment will be zero and neither Party will owe a Termination Payment. Any Termination Payment owed to the Non-Defaulting Party will be setoff against any other amounts owing between the Parties under this Agreement and any other agreement, and a single, net amount payable ("**Net Settlement Amount**") will be due by one Party (the "**Payor**") to the other Party (the "**Payee**"). Promptly following the Early Termination Date, the Non-Defaulting Party will calculate the Net Settlement Amount and provide notice to the Defaulting Party. The Payor must pay the Net Settlement Amount to the Payee within five Business Days of the Defaulting Party's receipt of the Non-Defaulting Party's notice. The Net Settlement Amount will accrue interest at the Interest Rate from, and including, the Early Termination Date to, but excluding, the date the Payee receives payment.

PART 4: LIMITATION OF LIABILITIES. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy its essential purposes. If an express remedy is provided, that remedy is the sole and exclusive remedy. If no remedy is expressly provided, the obligor's liability will be limited to direct actual damages as the sole and exclusive remedy. Except as provided in Section 6.5, all other remedies at law or in equity are waived. Except with respect to the recovery of Costs, neither Party will be liable for consequential, incidental, punitive, exemplary, or indirect damages, or other business interruption damages, by statute, in tort or contract, under any indemnity provision, or otherwise.

PART 5: REPRESENTATIONS. Each Party represents and warrants to the other Party continuing throughout the Term unless otherwise stated, that:

(a) it has the power and authority to sign and perform this Agreement; and
(b) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement.

In connection with the negotiation and execution of this Agreement and each Energy Transaction, each Party represents to the other Party that:

(a) it is acting as principal (and not as agent for any other party or in any other capacity, fiduciary or otherwise, unless expressly stated);
(b) the other Party is not acting as a fiduciary or financial or investment advisor for it;
(c) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it considers necessary, and it has made its own decisions based upon its own judgment and upon any advice from those advisors as it deems necessary, and not upon any advice of the other Party;
(d) the other Party has not given to it (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of this Agreement or any Energy Transaction;
(e) it is entering into this Agreement and each Energy Transaction with a full understanding of all of the risks (economic and otherwise) and it is capable of assuming and willing to assume those risks;
(f) it has the capacity to evaluate and continually monitor (internally or through independent professional advice) this Agreement, each Energy Transaction, and the relevant markets (including the appropriateness or suitability thereof) and has made its own decision to enter into this Agreement and each Energy Transaction and to independently evaluate and monitor same on its own behalf;
(g) Reliant affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement, or any agreement with the Customer, a Texas governmental entity, in the future. Reliant further affirms that if Reliant's position on this issue is reversed and this affirmation is no longer valid, that the Customer, a Texas governmental entity, will be notified in writing within five (5) Business Days and Reliant understands that its failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the Customer, a Texas governmental entity; AND Reliant is not listed on and Reliant does 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; and

(h) Reliant represents that this Agreement, pursuant to the award to Reliant Energy Retail Services, LLC as a result of The Interlocal Purchasing System (TIPS) RFP 170603 Retail Electric Power, complies with the terms and conditions contained in the TIPS Vendor Agreement between Reliant and TIPS.

PART 6: OTHER MATTERS.

6.1 **Taxes**. Customer is responsible for and will pay Reliant for all Taxes arising from or measured by the transactions contemplated by this Agreement or Reliant's receipts from those transactions, whether the Law imposes the Taxes on Reliant or Customer or the transactions. Reliant may collect Taxes from Customer by including them on the Reliant Invoice. Reliant will recognize a lawful sales tax exemption on a prospective basis only after Customer provides proper documentation to Reliant. If Customer is due a sales tax refund because of Reliant's failure to timely recognize valid exemption documentation, Reliant will credit the overpaid sales tax to Customer's account. Customer is responsible for petitioning the taxing authority for all other sales tax refunds.

6.2 **Force Majeure**. If a Party is unable because of Force Majeure to perform its obligations and that Party gives Notice of the event to the other Party as soon as practicable after its occurrence, then the obligations of the Party affected by the event (other than payment for Energy received and performance of other transactions or other obligations incurred before the Force Majeure event) will be suspended for the duration of the Force Majeure event. A Party may furnish Notice orally, but must provide a written Notice within two Business Days after the oral Notice. Nothing in this Section requires Reliant to supply, or Customer to receive, Energy at points other than the Customer Locations.

6.3 **Law and Waiver of Consumer Rights**. The rights and duties of the Parties are governed by, construed, enforced, and performed in accordance with the Law of the State of Texas (without giving effect to principles of conflicts of laws). With respect to any disputes arising out of or relating to this Agreement, exclusive jurisdiction and venue shall be proper in the state and federal courts located where the Customer Locations reside. **Each Party waives, to the fullest extent permitted by Law, any right it may have to a trial by jury in respect of any suit, action, claim, or proceeding relating to this Agreement.** The Parties agree that Section 2.201 of the Texas Business & Commerce Code (relating to the statute of frauds) applies to this Agreement and electricity is considered a "good" for purposes of this Agreement. **Reliant makes no representations or warranties except those expressly stated in these terms, and disclaims all other warranties, express or implied, including merchantability, conformity to models or samples, and fitness for a particular purpose.** To the extent allowed by Law, Customer acknowledges and agrees that the Customer Protection Rules for Retail Electric Service adopted by the PUCT pursuant to PURA (PUCT Subst. Rules §25.471, et seq.) do not apply to this Agreement. Customer voluntarily waives its rights, if any, under the Deceptive Trade Practices – Consumer Protection Act, Section 17.41 et seq., Texas Business & Commerce Code, providing consumers special rights and protections and Customer has consulted with an attorney of its own selection with respect hereto.

6.4 **Change in Law**. If either Party or its activities related to this Agreement are affected by any Law effective after the Effective Date ("**Change in Law**") that makes performance of this Agreement unenforceable or illegal, then either Party, without any payment obligation or other liability (other than payment for Energy received and performance of other transactions or other obligations incurred before termination), may terminate this Agreement without consent of, and upon Notice to, the other Party, upon the earlier of 90 days prior Notice or other prior Notice effective on the date the Change in Law becomes effective. If a Change in Law becomes effective relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees or reduced or eliminated, costs of performance, including, but not limited to, Reliant's cost of goods sold (COGS) determined in accordance with generally accepted accounting principles (GAAP), or other charges being incurred by Reliant and other ERCOT market participants (an "**Increase Change**" or "**Decrease Change**" as applicable), then Reliant may reasonably allocate and bill to Customer all of the Increase Changes or Decrease Changes incurred by Reliant as an additional charge or adjustment to the Contract Price. Reliant will notify Customer in writing (the "**Notification Letter**") before implementing the additional charge or adjustment to the Contract Price. Customer may accept the charge or adjustment by executing the Notification Letter and returning it to Reliant within 30 Business Days after the date of the Notification Letter. If Customer does not timely execute and return the Notification Letter, or if the Parties are unable to reach agreement on a mutually acceptable restructuring, then the Party adversely affected by the Change in Law may terminate this Agreement upon 30 days prior written Notice to the other and payment of a Termination Payment by the Party that realizes a Gain as a result of the termination pursuant to this provision. If the Agreement is terminated, then, notwithstanding the calculations set forth in **Section 3.3** of the Agreement, the termination payment ("**Change in Law Termination Payment**") will be calculated by determining the terminating Party's Losses and Gains. The Party who realizes a Gain will pay the other Party the amount of the Gain. Reliant reserves the right to setoff any Change in Law Termination Payment against any amounts that remain due and owing between the Parties under this Agreement or any other agreement in order to reach a Net Settlement Amount, as contemplated in **Section 3.3**. The Net Settlement Amount will accrue interest at the Interest Rate from, and including, the termination date specified in the Notice to Customer to, but excluding, the date the Payee receives payment. If all Customer Locations are not switched to a new Energy supplier effective upon the termination date specified in the Notice to Customer, then Reliant will have the rights specified in the Term provision of the Agreement.

6.5 **Confidentiality**. Except as otherwise provided below Reliant shall maintain the confidentiality of Customer's data collected for purposes of fulfilling the terms of this Agreement including Customer's name, address, telephone number, electric usage and historic payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and, to the extent permitted by law, will not without Reliant's prior written consent, disclose the terms of this Agreement or any on-line account management password, to any third party, other than Customer's employees, affiliates, agents, auditors and counsel who are bound by confidentiality obligations not to disclose this Agreement. Reliant may disclose or share the terms of this Agreement or Customer's data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, or service providers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Reliant will obtain Customer's consent to disclose or share Customer's data for any other purpose not defined herein. The Parties are entitled to all remedies available at Law or in equity to enforce, or seek relief in connection with, this obligation, subject to **Part 4**.

6.6 **Assignment**. (A) Customer may assign this Agreement in whole or in part to an affiliate without the prior written consent of Reliant or if Customer desires to sell or lease all or a portion of Customer Locations to another entity, Customer may assign and Reliant will not unreasonably delay consent to assignment of, this Agreement to the assignee as to all Customer Locations or cause the assignee to enter into an agreement with Reliant on the same terms and conditions set forth in this Agreement as to that portion of Customer Locations sold or leased, on the following conditions:

(1) Customer is not a Defaulting Party;

(2) the assignee satisfies Reliant's commercially reasonable collateral and credit requirements; and

(3) the assignee assumes Customer's obligations in writing and in a form legally adequate for that purpose;

(B) Reliant may assign this Agreement without Customer's consent, under the following circumstances or conditions:

(1) in connection with any financing or other financial arrangements involving the assignment, sale, pledge, or encumbering of this Agreement or its accounts, revenues, or proceeds;

(2) the assignment is to an affiliate of Reliant;
(3) the assignment is to any person or entity succeeding to all or a substantial portion of Reliant's assets; or
(4) the assignment is to a certified REP; and
(5) in the cases of (B)(2) and (B)(3) above, the assignee is at least as creditworthy as Reliant as of the Effective Date and assumes Reliant's obligations in writing and in a form legally adequate for that purpose.

If a Party makes an assignment in compliance with (A), (B)(2), (B)(3), or (B)(4) above, the assigning Party will have no further obligations regarding future performance with respect to the assigned Customer Locations, except to make full payment for obligations incurred before the date the assignee agrees to assume the obligations and to comply with continuing confidentiality obligations. Except as provided in this Section, neither Party may assign this Agreement or any of its rights or obligations without the other Party's prior written consent, which consent may not be unreasonably withheld.

6.7 **Partial Termination.** Customer may delete one or more, but not all, Customer Locations (and associated Benchmark Quantities as determined by Reliant in its sole discretion) from the Agreement ("**Partial Termination**"), only if Customer (a) closes those Customer Location(s) for the remainder of the Term, or (b) sells those Customer Location(s) and the buyer of the locations does not assume obligations to purchase energy under this Agreement. Customer must provide Reliant with at least 30 days prior written notice of its intent to delete Customer Location(s) from the Agreement on these conditions. Reliant may charge and Customer must pay Reliant a partial Termination Payment for the deleted Customer Location(s). Reliant will calculate the partial Termination Payment in the same manner as provided in **Section 3.3**, using only the Benchmark Quantities for the deleted Customer Locations, and bill the amount of the partial Termination Payment on a subsequent Reliant Invoice. This **Section 6.7** does not apply to deletion of Customer Locations permitted by **Section 6.11**.

6.8 **Relationship of the Parties**. Nothing in this Agreement (a) constitutes or implies a joint venture, partnership, association, or any fiduciary or similar obligation or liability between the Parties or (b) provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy, or right of any kind, other than in connection with an assignment to a permitted assignee. Reliant does not provide, and nothing in this Agreement will be construed as providing, advice regarding the value or advisability of trading in commodities that would cause Reliant or any of its affiliates to be considered a commodity-trading advisor under applicable Law.

6.9 **Documentation**. Nothing in this Master Agreement limits any particular confirmation procedures intended to form transactions under the terms of any exhibits or annexes attached to any Energy Transaction Confirmation or this Master Agreement. This Agreement together with the Energy Transaction Confirmations constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement and the Customer Locations. Verifiable electronic or facsimile signatures are effective as originals. Except as provided in **Section 6.4**, if a provision becomes unlawful or unenforceable, the other provisions of this Agreement will remain in full force and effect, except that if either Party determines, in its sole discretion, that the unlawful or unenforceable provision causes a material change to the original purpose of this Agreement, the Parties will promptly enter into negotiations to replace the provision with a valid and enforceable provision that preserves the original intent of the Parties. All amendments must be reduced to writing and executed by the Parties, except (i) as otherwise provided in **Section 1.3** and (ii) amendments to add or delete Customer Locations and amend Benchmark Quantities. If Customer and Reliant agree to add or delete Customer Locations, the additions and deletions will be implemented as follows: (i) Customer may request an amendment to **Exhibit D** by sending to Reliant an email requesting that a Customer Location be added or deleted, identifying any resulting changes to Benchmark Quantities, and attaching the addition/deletion form provided by Reliant (the "**Email Request**"); and (ii) the amendment will be effective only when Reliant sends an email to Customer confirming acceptance of the amendment and attaching an amended **Exhibit D** showing the agreed additions or deletions (the "**Email Confirmation**"). Each Party is entitled to assume that emails sent from the other Party under this provision are sent by an authorized representative.

6.10 **Notices**. Unless provided otherwise, the Parties will send Notices relating to this Agreement in writing by regular mail, electronic mail (confirmed receipt), overnight carrier, facsimile, or hand delivery. Notice by regular mail will be deemed received three Business Days after mailed. Notice by registered or certified mail, return receipt requested, will be deemed received on the date the receiving Party signed for it. Notice by facsimile, Internet, or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight mail or courier will be deemed received two Business Days after the day it was sent.

6.11. **Adding and Deleting Customer Locations 5% per Contract Year Band Tolerance**. During each Contract Year, Customer may add new Customer Locations, or delete existing Customer Locations sold or closed up to a cumulative total of 5% above or below total annual Benchmark Quantities for that Contract Year, so long as Customer is not a Defaulting Party. Customer will inform Reliant of the requested additions and deletions through the email process in **Section 6.9**. "**Contract Year**," as used in this section, means the consecutive 12 month periods beginning on the first day of the Delivery Term. If a Contract Year is less than 12 months, the Benchmark Quantities for that period will be pro-rated according to the number of months in the period.

6.12 **Exported Energy.** During the Term of this Agreement, Reliant acknowledges that Customer may have generation that is either synchronously connected to the TDSP at a Customer Location or qualified as a Resource in ERCOT ("**Customer Resource**"). During any given billing cycle, Customer will sell, and Reliant will buy Exported Energy for an amount equal to the Exported Energy Credit, which Reliant will credit to Customer's invoice. At least 30 days before the installation of a Customer Resource at a Customer Location, Customer must inform Reliant of the total capacity of the generation. As a condition to Reliant's obligation to buy Exported Energy, Customer must also provide Reliant with proof of an Interconnection Agreement with the TDSP, per P.U.C. Subst. R. 25.211 and either (a) the Generation ResourceID (RID) for ERCOT registered generation; or (b) the appropriate profile designation with ERCOT for unregistered generation. If the Customer Resource is registered with ERCOT, Customer and Reliant must enter into an agreement for Reliant's affiliate to provide Qualified Scheduling Entity (QSE) services for Customer and Reliant to qualify for Exported Energy Credit. **For purposes of this Section,** "**Exported Energy**" means, for each fifteen minute ERCOT settlement interval, the energy delivered to the Grid by the Customer Resource net of energy consumed by Customer at the Customer Location containing the Customer Resource, as measured and reported by the TDSP or estimated by Reliant. "**Exported Energy Credit**" means, for each Customer Location and fifteen-minute ERCOT settlement interval, the product of the Excess Energy multiplied by LMPZ. "**LMPZ**" means the ERCOT Real-Time Settlement Point Price of Energy for a fifteen-minute ERCOT settlement interval for the Load Zone in which the Customer Location is located.

PART 7: CUSTOMER ACKNOWLEDGEMENT. Customer acknowledges that Energy prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Customer also acknowledges that past results regarding electricity products are not necessarily an indication of future results.

This Agreement may be executed in multiple counterparts to be construed as one as of the Effective Date.

RELIANT ENERGY RETAIL SERVICES, LLC

By: _____
Name:_____
Title:_____

{{LEGAL ENTITY NAME OF TIPS MEMBER}}

By: _____

Name:_____

Title:_____

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EXHIBIT A: CERTAIN DEFINITIONS

The following terms have the stated meanings and apply to singular and plural forms, and the term "**including**" means including, without limitation.

"***Benchmark Quantity***" means Customer's expected kWh electricity consumption for the Term, which may be set out on the applicable **Exhibit D,** depending on the Customer's product. If Customer's expected consumption is not set out on the applicable **Exhibit D**, Reliant will determine the Benchmark Quantity by reference to Customer Information and Customer's 12 months of electricity consumption before the Effective Date or the most recent Amendment or Energy Transaction Confirmation, or for new facilities, Customer Information and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement..

"***Business Day***" means each day that Federal Reserve member banks in New York City are open for business.

"***Claims***" means all claims or actions, threatened or filed before or after this Agreement is terminated, and whether groundless, false, or fraudulent, that directly or indirectly relate to a subject matter of an indemnity, and resulting losses, damages, expenses, attorneys' fees, and court costs however incurred.

"Commencement Date" is stated for each Customer Location in **Exhibit D** to the applicable Energy Transaction Confirmation.

"***Costs"*** means fees, commissions, administrative, operating, and other transaction costs, reasonably incurred as a result of the termination of obligations under, and in entering into new obligations that replace, the Energy Transactions, and reasonable attorneys' fees incurred in connection with enforcing a Party's rights.

"***Customer's Energy Requirements***" means an amount of Energy equal to 100% of the actual Energy requirements of the Customer Location(s), as measured by the TDSP during the Delivery Term, not to exceed the physical capabilities of TDSP's facilities or contravene applicable utility service rules or tariffs or Law.

"***Customer Information***" means information regarding Customer's business, Customer Locations, with meter or account numbers, historical and projected Energy usage, load factors, time of use, hours of operation, utility rate classes, agreements, and schedules, and other information reasonably required to substantiate Customer's Energy Requirements.

"***Customer Location***" means each of Customer's premises or facilities in ERCOT that are described on **Exhibit D** to the applicable Energy Transaction Confirmation.

"***Delivery Term***" means, with respect to an Energy Transaction, for each Customer Location, the period commencing on the first Meter Read Date on or after the Commencement Date, and ending the last day of the Term, but, if a switch of supplier is required, then the Delivery Term commences on the later of (a) the first Meter Read Date on or after the Commencement Date and (b) the date that all actions have been taken by the TDSP, ISO, and ERCOT for Reliant to sell Energy to Customer for each Customer Location and for Customer to purchase and receive the Energy from Reliant for each Customer Location, including fully switching Customer to Reliant. No interruption or delay in purchases or sales after the Commencement Date, including Force Majeure, will operate to extend the Delivery Term.

"***Energy Transaction***" means a transaction for the purchase and sale of Energy effectuated pursuant to **Section 1.2** upon the Parties' agreement to the Initial Term, **Exhibit D, Exhibit C**, and any other matters agreed upon by the Parties, all as set forth in the Energy Transaction Confirmation.

"***Energy Transaction Confirmation***" means a confirmation signed by the Parties in form legally adequate evidencing the terms required for an Energy Transaction.

"***ERCOT***" means the Electric Reliability Council of Texas.

"***Force Majeure***" means an event (a) not within the reasonable control of the Party claiming suspension ("**Claiming Party**") (or in the case of third party obligations or facilities, the third party), (b) not caused by the negligence of the Claiming Party, and (c) which the Claiming Party, exercising due diligence, is unable to overcome or for which the Claiming Party is unable to obtain commercially reasonable substitute performance. Force Majeure includes: (a) an event of Force Majeure affecting the TDSP or ERCOT, (b) a suspension, curtailment, or service interruption by the TDSP or ERCOT, (c) an event of Force Majeure affecting Customer Location(s) even if Customer is receiving Energy at the Customer Location(s), and (d) acts of god, acts of terrorism, civil insurrection, or war. If Customer is receiving Energy at the Customer Location(s), then Reliant may not claim an event of Force Majeure.

"***Gain***" means the Present Value of the economic benefit (exclusive of Costs) to a Non-Defaulting Party resulting from the termination of the Energy Transactions, determined by comparing the Present Value of each Terminated Contract to the Present Value of each Replacement Contract, in the same manner that Losses are determined. If the Present Value of a Terminated Contract exceeds the Present Value of a Replacement Contract for Customer as the Non-Defaulting Party, Customer is deemed to have realized a Gain. If the Present Value of a Replacement Contract exceeds the Present Value of a Terminated Contract for Reliant as the non-defaulting Party, Reliant is deemed to have realized a Gain.

"***Grid***" means the transmission and distribution systems of TDSPs in ERCOT.

"***Interest Rate***" means the lesser of (a) an annual rate equal to 2% over the per annum prime lending rate published in *The Wall Street Journal* under "Money Rates" and in effect on the first day of the month during which the charge is assessed or damages are determined, as the case may be, or (b) the interest rate required under Chapter 2251 of the Texas Government Code; provided that the Interest Rate charged and collected may never exceed the maximum rate permitted by Law.

"***kW***" means kilowatt and "***kWh***" means kilowatt-hour.

"***Law***" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, agency, or instrumentality having jurisdiction, including ERCOT.

"***Losses***" means the amount equal to the Present Value of the economic loss, if any, to a Party resulting from the termination of Energy Transactions. Economic loss does not include Costs. Economic loss is determined as follows:

(a) If Customer is the Non-Defaulting Party, economic loss is the Present Value of each Terminated Contract subtracted from the Present Value of a Replacement Contract.

(b) If Reliant is the Non-Defaulting Party, economic loss is the Present Value of a Replacement Contract subtracted from the Present Value of each Terminated Contract.

"***Meter Read Date***" means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.

"***Notice***" means all notices, requests, and Reliant Invoices to be made as specified in **Exhibits B** or **D**.

"***POLR***" means the REP designated by the PUCT required to offer Energy to any requesting customer in a specified territory.

"***Present Value***" means a discounted value calculated using the one year London InterBank Offered Rate quoted in the *Wall Street Journal* as of the Early Termination Date.

"***PUCT***" means the Public Utility Commission of Texas.

"***PURA***" means the Public Utility Regulatory Act.

"***REP***" means a seller of Energy that is permitted under the PURA to sell Energy to customers located in the State of Texas.

"***Reliant Invoice***" means the monthly invoice(s) rendered by Reliant to Customer reflecting amounts payable by Customer. "Monthly" means either a calendar month or such other period of approximately 30 days based on the TDSP's schedule for reading meters at Customer Locations and established to allow for invoicing of all Customer Locations on the Reliant Invoice.

"Replacement Contract" means a replacement contract for the applicable Energy Transaction whose value is calculated by using Customer's Energy Requirements based on the Benchmark Quantity for each Customer Location and relevant market prices as of the Early Termination Date for the remainder of the Term. To ascertain the market prices of a Replacement Contract, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of New York Mercantile Exchange futures contracts, quotations from leading dealers in Energy swap contracts, and other bona fide third party offers, all adjusted for the remainder of the Term, as applicable, load shape, and basis differential. The Non-Defaulting Party is not required to enter into a Replacement Contract to determine its damages.

"***Resource***" means facilities capable of providing Energy or load capable of reducing or increasing the need for Energy or providing Ancillary Services, as defined in **Exhibit C**, to the ERCOT System, as described in the ERCOT protocols.
"***Taxes***" means all federal, state, and local taxes, fees, governmental charges, and assessments, presently or hereafter imposed on Customer as purchaser of Energy, on Reliant as seller of Energy, or on the Energy Transactions, including Texas state and local sales and use taxes, the Texas gross receipts tax on utility companies, the PUCT gross receipts tax assessment on REPs, municipal administrative fees on REPs, and generation, utility, regulatory, Btu, or electricity taxes and assessments, but excluding taxes imposed on net income.
"***TDSP***" means the entities that own the transmission and distribution equipment for delivering the Energy to a Customer Location, and any successors to those entities.
"Terminated Contract" means an Energy Transaction that has been terminated. Its value is the Energy Transaction's Present Value had it not been terminated. The Present Value is calculated as of the Early Termination Date using Customer's Energy Requirements based on the Benchmark Quantity for each Customer Location for the remainder of the Term.

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EXHIBIT B: NOTICES AND PAYMENTS

RELIANT

NOTICES & CORRESPONDENCE:

Reliant Energy Retail Services, LLC
910 Louisiana Street
Houston, Texas 77002
Attn: Reliant Contract Management

P.O. Box 3412
Houston, Texas 77253-3412
Attn: Reliant Contract Management

Facsimile No: (832) 584-2010

With a copy to:
Vice President, Sales and Marketing

BILLING & ACCOUNTING MATTERS:

Reliant Energy Retail Services, LLC
P.O. Box 1532
Houston, Texas 77251-1532
Attn: Invoicing

Telephone: (888) 275-6859

PAYMENTS:

Payment by Wire/ACH to
Bank of New York Mellon (or Mellon Bank NA)
Transit Routing # 043000261
Account Name: Reliant Energy Retail Services, LLC
Acct. # 119-2420

Overnight Payment Option:
Reliant Energy Retail Services, LLC
Dept – 0954
1501 North Plano Rd.
Richardson, Texas 75081

Regular Payment Option:
Reliant Energy Retail Services, LLC
Dept. 0954
P.O. Box 120954
Dallas, Texas 75312-0954

Email Request (**Section 6.9**): Email your Customer Care specialist or Solutions @ reliant.com
Reliant's Customer Care Number: (888) 315-1558

CUSTOMER

NOTICES & CORRESPONDENCE

{{CUSTOMER NAME}}
_____
_____
Attention: _____
Telephone No.: _____
Facsimile No.: _____
E-Mail Address: _____

PAYMENTS

Bank: _____
ABA Routing # _____
Account # _____