

VENDOR CONTRACT

Between Affiliated Electric Group LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

PROFESSIONAL SERVICES

CONTRACT NUMBER 3042816

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

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

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

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

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

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

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions

Retention Agreement

At such point that AEG becomes an awarded vendor under the TIPS program (or earlier to the extent requested by TIPS), AEG will provide TIPS with a sample retention agreement form. The retention agreement will be drafted by AEG for each interested Participant to capture the services, terms, and fees associated with the consulting assignment. As explained in Section 4, the pricing for AEG's services will vary based on the client's electricity usage and the scope of services requested by the client. AEG will provide TIPS with a copy of all executed agreements associated with this purchasing cooperative.

AEG Clarifications and Comments on Vendor Contract

Regarding Section titled "Freight" of Vendor Contract:

AEG proposes that the following phrase be added to the beginning of Section titled "Freight": "Unless otherwise agreed by the TIPS participant and Vendor (with prior written approval of TIPS),"

Regarding Section titled "Miscellaneous" of Vendor Contract

AEG proposes that the following phrase be added to the end of the first sentence in Section titled "Miscellaneous": "upon written notice to Vendor."

HIGHLY CONFIDENTIAL CONTAINS TRADE SECRETS AND IS EXEMPT FROM OPEN RECORDS ACT REQUESTS

CONFIDENTIAL

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2608			Department
Fax	(866) 929-4402			Building
Bid Number	3042816	Department		Floor/Room
Title	Professional Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	2/1/2016 08:01:01 AM (CT)	Floor/Room		Email
Close Date	3/11/2016 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company AEG Affiliated Energy Group, LLC
 Address 2401 Fountain View, Suite 462
 Houston, TX 77057

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (817) 514-8200
 Fax 1
 Email
 Submitted 3/3/2016 06:00:00 PM (CT)
 Total \$0.00

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

Signature Andrea Barbeau

Email abarbeau@affiliatedenergy.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AZ (electric),CA (electric/gas), CT (electric), DE (electric/gas), DC (gas/electric), FL (gas),GA (gas), IA (Iowa gas), IL (electric/gas), IN (gas),Ohio (gas), Oregon (electric), ME (electric), MD (electric/gas), MA (electric), MI (electric/gas), MO (gas), MT (gas/electric), NV (gas/electric, NH, NJ (gas/electric), NM (electric/gas), NY (gas/electric), PA (gas/electric), RI (gas/electric), Texas (electric/partial gas), VA (electric/gas), WY (partial gas)

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.)

AEG is a multi-faceted energy consulting firm headquartered in Houston, Texas that offers a variety of energy-related consulting services for commercial and governmental energy consumers in deregulated regions of Texas. AEG has extensive experience in working with governmental entities on matters related to electricity and gas procurement, energy risk management, market analysis, analysis and determinations of whether "aggregation" will hurt or help particular end-users, and related energy services such as, for example, EILS and "load acting as a resource" services (emergency interruptible load service). AEG also provides other services such as energy invoicing review and auditing services, dispute resolution, and mediation services with regard to energy-related disputes.

AEG has extensive experience working with historically underutilized business suppliers that have HUB/M-WBE status. AEG is uniquely qualified to provide these services due to the backgrounds and experience of its team-members. AEG's management members have extensive backgrounds in market analysis, technical, commercial, professional, legal and regulatory facets of buying and selling wholesale and retail electricity, electricity modeling, wholesale and retail gas procurement, energy-related risk-management, and in energy-related mergers and acquisitions and energy-related financial transactions.

TIPS members require practical electricity supply and procurement solutions that work under predictable and unpredictable patterns of usage and under varying market, supplier, weather and customer usage variations in the future. AEG has extensive experience developing and procuring energy supply contracts in deregulated areas in Texas and other deregulated regions of the United States and is thoroughly familiar with retail and wholesale electricity market participants, market operations, market risks, regulatory risks, ancillary services, and market pricing.

6 Primary Contact Name

Primary Contact Name

Chad Price

7	Primary Contact Title	Primary Contact Title	EVP
8	Primary Contact Email	Primary Contact Email	cprice@affiliatedenergy.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8175148200
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2142928514
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Rob Potosky
13	Secondary Contact Title	Secondary Contact Title	EVP
14	Secondary Contact Email	Secondary Contact Email	rpotosky@affiliatedenergy.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7136477234
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Chad Price
19	Admin Fee Contact Email	Admin Fee Contact Email	cprice@affiliatedenergy.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8175148200
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Chad Price
22	Purchase Order Contact Email	Purchase Order Contact Email	cprice@affiliatedenergy.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8175148200
24	Company Website	Company Website (Format - www.company.com)	www.affiliatedenergy.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-1804326
26	Primary Address	Primary Address	2401 Fountainview Ste 462
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	77057
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.)	professional services, energy professional services, electricity, energy, consulting, energy consulting, electric, REP
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments"	No

SUSPENSION OR DEBARMENT section.)

32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	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?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	2
44	Years Experience	Company years experience in this category?	10
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total: \$0.00

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

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

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

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Affiliated Electric Group, LLC

Name of authorized representative Andrea Barbeau

Signature of authorized representative 

Date 2-15-16

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

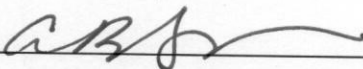
Vendor Name: Affiliated Electric Group, LLC

Vendor Address: 2401 Fountainview Ste 462 Houston TX 77057

Vendor E-mail Address: cpnce@affiliatedenergy.com

Vendor Telephone: 888-728-9885


Authorized Company Official's Name: Andree Barbeau

Signature of Company Official: 

Date: 2-15-16

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Affiliated Electric Group LLC
Mailing Address: 2401 Fountainview Ste 462
City: Houston
State: Texas
Zip: 77057
Telephone Number: 888-728-9885
Fax Number: 214-292-8514
Email Address: cprice@affiliatedenergy.com
Authorized Signature: 
Printed Name: Andrea Barbeau
Position: Sr Counsel

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt 4-28-2016
TIPS Authorized Signature Date
David Wayne Fitts 4-28-2016
Approved by Region VIII ESC Date



HIGHLY CONFIDENTIAL

CONTAINS TRADE SECRETS AND IS EXEMPT FROM OPEN RECORDS ACT REQUESTS

AEG-AFFILIATED ENERGY GROUP



PROPOSAL FOR PROFESSIONAL SERVICES FOR THE INTERLOCAL PURCHASING SYSTEM (TIPS)



February 25, 2016

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February 25, 2016

The Interlocal Purchasing System
4845 North US Hwy 271
Pittsburg, TX 75686

Dear Sir or Madam:

Affiliated Electric Group, LLC, d/b/a AEG Affiliated Energy Group (“AEG”) is pleased to provide this proposal to The Interlocal Purchasing System (“TIPS”) in response to TIPS’s Request for Proposals for Professional Services (“RFP”).

AEG is a multi-faceted energy consulting and financial services firm headquartered in Houston, TX offering a variety of energy-related consulting services for commercial and governmental energy consumers in North America, including the deregulated regions of Texas as well as the Southwestern, Northeastern, Midwestern, and Western regions of the United States. AEG has extensive experience in working with governmental entities on matters related to electricity and gas procurement; energy risk management; related services such as “load acting as a resource” services; provision of market data; energy-related risk-management; market analysis; energy invoice audits; and dispute resolution and mediation services with regard to energy-related disputes.

AEG is uniquely qualified to provide these services due to the backgrounds and experience of its team-members. The members of AEG’s Management Team have extensive backgrounds in retail and wholesale energy procurement; consulting for commercial and governmental end users of electricity; energy-related mergers, acquisitions, and venture capital transactions; regulatory and legislative services; electric power plant development services along with consulting services and regulatory compliance services to energy market participants. In addition to the information set forth in this RFP Response, please visit www.affiliatedenergy.com.

We look forward to further discussions with the TIPS Team, and we would welcome any questions regarding the RFP Response.

Best regards,

Rob Potosky
Executive Vice President
AEG - Affiliated Energy Group
2401 Fountain View, Suite 462
Houston, TX 77057
(713) 647-7234 phone
(832) 526-9147 mobile
(214) 292-8514 fax
rpotosky@affiliatedenergy.com

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VENDOR PROFILE

AEG is a multi-faceted energy consulting firm headquartered in Houston, Texas that offers a variety of energy-related consulting services for commercial and governmental energy consumers in deregulated regions of Texas. AEG has extensive experience in working with governmental entities on matters related to electricity and gas procurement, energy risk management, market analysis, analysis and determinations of whether “aggregation” will hurt or help particular end-users, and related energy services such as, for example, EILS and “load acting as a resource” services (emergency interruptible load service). AEG also provides other services such as energy invoicing review and auditing services, dispute resolution, and mediation services with regard to energy-related disputes.

AEG has extensive experience working with historically underutilized business suppliers that have HUB/M-WBE status. As one example, through TIPS, Eagle Mountain-Saginaw ISD awarded a contract to Cavallo, a HUB/M-WBE.

AEG is uniquely qualified to provide these services due to the backgrounds and experience of its team-members. AEG’s management members have extensive backgrounds in market analysis, technical, commercial, professional, legal and regulatory facets of buying and selling wholesale and retail electricity, electricity modeling, wholesale and retail gas procurement, energy-related risk-management, and in energy-related mergers and acquisitions and energy-related financial transactions.

TIPS members require practical electricity supply and procurement solutions that work under predictable and unpredictable patterns of usage and under varying market, supplier, weather and customer usage variations in the future. AEG has extensive experience developing and procuring energy supply contracts in deregulated areas in Texas and other deregulated regions of the United States and is thoroughly familiar with retail and wholesale electricity market participants, market operations, market risks, regulatory risks, ancillary services, and market pricing.

During the evaluation process, please direct questions and other communications to:

Rob Potosky

Executive Vice President
AEG - Affiliated Energy Group
2401 Fountain View, Suite 462
Houston, TX 77057
(713) 647-7234 phone
(832) 526-9147 mobile
(214) 292-8514 fax
rpotosky@affiliatedenergy.com

How AEG's Professional Services Result in Savings

AEG's Retail Consulting Division works for our clients (the end user of electricity/gas), rather than working for the Retail Electric Providers or Gas Providers (collectively referred to herein as "REPs"):

- ❖ There are dozens of ways in which to procure electricity and gas services. With principals who've founded REPs themselves, AEG utilizes strategies to obtain better pricing and savings through dozens of strategies to reduce REPs' gross margins, alteration of REP's wholesale supply structures leading to lower retail prices, contract-review, energy consumption analysis, advice with LaaR services and EILS services, customized and highly negotiated contract terms affecting price, delivery charge definitions, unique bandwidth structures, and ensuring true fixed price-structures.
- ❖ AEG is "the Expert's Expert," with AEG frequently being retained by the REPs themselves to negotiate mergers and acquisitions and wholesale purchases on their behalf.
 - AEG's Merger and Acquisition Division is retained by the REPs when such REP's entire business is on the line; TIPS can therefore rest assured that AEG is a trusted expert in complex energy transactions whose knowledge of energy markets is unrivaled.
 - As part of AEG's Mergers and Acquisitions Division, AEG has in-depth experience and updated information concerning the markets' gross margins, credit costs, in addition to thorough knowledge of market-entrants and their financial condition. This by itself is a powerful tool in ascertaining the best pricing-sources and how low an REP can go on pricing while still earning a profit.
- ❖ There is no standard form of Energy Service Agreement in, e.g., Texas.
 - To improve financial positions and/or to boost share prices, several REPs have recently altered their contract-forms to make the terms more favorable to their gross margins through tactics detrimental to end users of electricity.
 - In addition, following the turbulence in the financial markets and credit arrangements, many well known REPs are also taking more aggressive interpretations of their contracts to retroactively attempt to shift various costs, price increases, and risks onto end-users of electricity.
 - A price of 6 cents/KWh can actually be cheaper than a price of 4 cents/KWh depending on how each REP's contract defines "fixed price per KWh."
 - A "fixed price" per KWh can actually be variable depending on, e.g., the fine print.
 - Expert analysis and research is therefore needed from industry-experts to ensure **apples-to-apples** comparisons of price offers, products, and to ensure the best negotiation strategies with the optimal creditworthy parties. No other energy market consultant is more qualified than AEG to perform this analysis and to protect the TIPS Participants' best interests.

Summary of AEG's Professional Consulting Services

- ❖ AEG seeks to offer TIPS Participants Energy Procurement and Consulting Services as outlined below. Due diligence meetings with Participant's team members in Energy Management, Purchasing, Legal, and Administration, as necessary, to understand Participant's requirements, commercial preferences relating to electricity and gas procurement, and internal procedural guidelines.
- ❖ Research of Participant's internal Board Policies and other internal rules governing or impacting the RFP process for Participants to help ensure compliance with internal and external purchasing and procurement rules.
- ❖ Design, drafting and development of the form of RFP and schedules/attachments applicable for Participant's procurement of electricity and gas supply.
- ❖ Work with Participant to identify electricity pricing structures that are compatible with Participant's financial objectives, risk appetite, and operational needs. Electricity pricing structures may include: fixed price, renewable energy, heat rate (gas indexed), MCPE index, hybrid, managed products, etc., while gas pricing structures may include, for example, fixed products, variable/index products, "make or take" structures, firm and non-firm structures, hybrid structures, and various other structures.
- ❖ Co-managing the energy services RFP and procurement process.
- ❖ Ensuring participation and responses to Participant's RFPs by the key REPs (Retail Electric Providers), gas providers, and other key market participants.
- ❖ Review, negotiation, editing and redlining of REP's and gas provider's forms of energy supply agreements as well as the accompanying schedules, meter lists, usage summaries, and attachments, with accompanying meetings and updates to Participant's team.
- ❖ Comparison-analysis to allow each REP's and gas provider's price, definitions of price, commercial terms, and contract forms to be compared on an "apples to apples" basis.
- ❖ Pricing, risk and optimal bandwidth analysis to determine and structure the best electricity or gas plan/structure in light of Participant's specific needs and risk tolerance.
- ❖ Provision of relevant market data along with pricing updates and data.
- ❖ Financial analysis of the creditworthiness and financial condition of the REPs and gas providers who submit bids.
- ❖ Margin analysis and price negotiations to ensure optimal energy prices.

- ❖ Assistance in developing projected usage and budget estimates.
- ❖ Other services supporting Participant's procurement process, such as assistance preparing Board notes, Board updates, and various other matters arising during the procurement process.
- ❖ Assistance with meter adds and deletes, as needed or requested by Participant.
- ❖ AEG's representation on other matters ranging from:
 - ❖ Assistance with invoice disputes associated with matters such as Change In Law provisions or improper pass through charges from REPs and gas providers, or, e.g., electricity bandwidth charges;
 - ❖ Market price updates;
 - ❖ Applicable regulatory updates; and
 - ❖ Identifying opportunities to renew, extend, or blend and extend.

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Our Divisions Emphasize Our Depth:

Energy Procurement and Consulting for End Users Division. In finding and negotiating the most favorable energy prices for commercial, industrial and governmental electricity customers, AEG knows how to make your “price” mean something. Because there is not yet a uniform definition of “Price per KWh,” “Fixed Price,” or MCPE “adder,” when defining your “price” or “adder,” electricity providers often play many complex games that go unnoticed even by experienced analysts and attorneys. AEG prevents such games, and AEG will also work with you to keep electricity providers from using rules and regulations outside of your contract to try to sneak in hidden terms, conditions, fees, inappropriate “regulatory charges,” and rights to change prices. AEG will also work with you to ensure the term of your contract actually binds the REP to the desired term. AEG’s services do not stop with energy procurement; AEG is also skilled at auditing invoices and in dispute resolution.

Wholesale Procurement Division. If you are an REP or a registered power marketer in the wholesale energy markets, AEG can work with you to procure your energy and develop hedging products, whether your preference is to use the ISDA Master Agreement or the EEI Master Power Purchase and Sale Agreement, and whether you want to purchase power that is unit-firm, system-firm, firm (no force majeure), firm power (LD), transmission contingent, firm transmission contingent-contract path, or options and collars related to energy.

Customer Aggregation Division. For commercial, industrial and governmental customers interested in lowering their energy costs by utilizing volume discounts and bulk purchases, AEG can assess whether it may help to bulk your account/load with other accounts to obtain lower wholesale rates and more favorable terms.

Renewable Energy Division. Is a green plan in your company’s best interest? With management-members who have engineered green electricity plans directly for electricity providers, we know how to construct affordable green plans for customers without unnecessary fees, thus helping you to become a “green” company.

Mergers, Acquisitions, and Venture Capital Division. AEG’s experts have experience in consummating, negotiating, and closing business combinations in the electricity markets. With members on AEG’s team who have founded and then successfully sold REPs in the Texas market, nobody knows more than AEG about how to structure and consummate business combinations involving REPs. Whether you are an electricity provider needing the Texas PUC’s approval for a merger, or whether you need advice on how to generally structure a business combination or asset purchase involving an energy company, AEG’s experts can advise you and help get the deal closed. AEG also has the local knowledge to find someone to purchase (or sell) your assets or customer portfolio. And unlike many firms who almost seem to look for ways to complicate and endanger the deal, AEG is skilled in finding ways to overcome regulatory and commercial hurdles through diplomacy, research, and regulatory and



commercial risk assessment.

Regulatory and Legislative Division. With a legal department headed by the former Chief Legal Counsel of two electricity providers and a power development company, AEG knows and understands regulatory and legal developments affecting energy markets, allowing you to avoid being blindsided by new energy laws. AEG's experts wrote many of the forms of agreements used by electricity providers in today's market; as such, nobody knows more about how to negotiate, enforce, and appropriately revise such agreements.

Electric Power Development Division. AEG provides electric power and capacity development services, including, e.g., renewable and wind-power development. With other large energy companies choosing us to develop and prospect their power generation projects, rest assured that AEG understands the energy markets from top-down. In addition, if you are a land owner in North America who has been contacted by an energy company for participation in a wind-farm development, or have large tracts of land suitable for wind-power development, AEG can help you navigate wind-farm leases, fees, and royalty agreements.

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AEG's Management Team

AEG's Management Team for its Texas Division has broad depth, from the former Chief Legal Counsel and co-founder of several REPs, to the former CEO of a successful Texas REP purchased by a national energy company in early 2007, to a derivative and financial expert from Merrill Lynch and a Market Maker on the trading floor of the Chicago Board Options Exchange, to former executive officers of large energy companies such as El Paso Corp. responsible for developing numerous electric power plants, to a former Registered Principal with the NYSE, who was responsible for bringing multiple companies public, including Pizza Inn.

Robert Scott Potosky, Esq.

Mr. Potosky has diverse and extensive commercial and legal experience in the deregulated energy markets, from serving as lead legal counsel to several electric providers and a power generation-development company, to co-founding a successful retail electricity provider. As one of the three co-founders of Dynowatt, LP, Mr. Potosky successfully formed and managed this REP from start-up through successful attainment of its exit-strategy, and Mr. Potosky was lead attorney and one of two lead persons who negotiated its successful sale to a leading national energy company in early 2007.

Mr. Potosky has testified before the Texas Legislature regarding PURA (the statute deregulating the Texas electric markets) and fair competition and antitrust laws, and he has worked with the House Regulated Industries Committee to draft prospective amendments to PURA and antitrust laws at the Chairman's request. Mr. Potosky was also invited to (and did) participate in oral arguments in front of a three Judge panel of the Fifth Circuit Court of Appeals as Amicus Curiae ("friend of the Court") with regard to several key provisions of PURA being interpreted in the Courts for the first time since their enactment.

Mr. Potosky has served as lead counsel to multiple electricity companies regarding legal, legislative, and regulatory matters, drafting energy supply agreements for both electric providers and governmental and industrial customers, and negotiating thousands of commercial transactions concerning retail and wholesale electricity supply with respect to federal and state agencies, cities, ISDs, various other political subdivisions, industrial factories, and other large commercial customers.

On behalf of various electric companies, Mr. Potosky has prosecuted and defended matters before the Texas Public Utility Commission and also pursued complex litigation as "Attorney in Charge" in large lawsuits in the federal courts prosecuting violations of antitrust laws, antifraud laws, PURA and various other claims concerning energy markets.

Mr. Potosky earned his Doctor of Law from Cornell Law School, New York, and started his career at Locke Liddell and Sapp (n/k/a Locke, Lord, Bissell & Liddell), where he focused on various corporate transactions, mergers and acquisitions, electric deregulation, securities, and venture capital financings.



Before that, Mr. Potosky earned a BBA in Finance from The University of Texas at Austin, (McCombs) School of Business. Mr. Potosky is admitted to the Texas State Bar and several federal Courts.

Charles (“Chad”) Chadwick Price

Mr. Price has a vast amount of experience in commodities, derivatives, financial, and securities markets. Mr. Price has held a full badge on the Chicago Board of Trade and worked as a Market Maker on the trading floor of the Chicago Board Options Exchange, while at CBC Options. He also created and employed various hedging strategies and risk-management instruments, including, among others, Conversions, Reversals, Call and Put Spreads, Boxes, Butterflies, and Calendar Spreads, in addition to mastering the use of theoretical value sheets to determine Gamma, Delta, Vega, Rho, and Theta. Before that, Mr. Price began his career in the Equities and Securities Division of Merrill Lynch, where he generated securities performance reports including fundamental and technical analysis, client portfolio analysis, and risk management.

Mr. Price also co-founded Caprock Uptown, a commercial and consumer finance company. While at Caprock Uptown, he formed and managed financial services relationships with business partners including Citibank, GMAC, Chase, Wells Fargo, Bank of America, and many other national banks, and managed the Business Development and Marketing divisions leading the company in sales revenue each year. Mr. Price graduated with a Bachelor’s degree in Economics from the University of Texas in Austin.

Simon Melhem

Mr. Melhem has over 20 years of experience originating, structuring, and negotiating domestic and international power generation projects and M&A transactions, coupled with extensive experience running operations within deregulated retail electricity markets since 2003.

As CEO of Dynowatt, LP, Mr. Melhem oversaw and successfully managed this Retail Electric Provider from its consummation through its successful sale to a leading national energy company in early 2007.

Before entering Texas’s retail electricity markets, Mr. Melhem served in senior roles at El Paso Corporation in Houston, London and Southeast Asia (Senior Vice President – Global LNG, and Vice President – Asia). During his tenure at El Paso, Mr. Melhem originated and closed several transactions for the development of electric power generation plants and LNG around the world, including power generation plants in Indonesia, Pakistan, and Philippines in addition to joint ventures for LNG development and purchases in Egypt and Turkey.

Prior to El Paso, Mr. Melhem served as a senior associate at Trinity International Partners, and before that Mr. Melhem worked as a senior financial analyst at Texaco, Inc.’s Cogeneration and Power Division and a senior planning analyst at Texaco’s Refining and Marketing Division, working with a variety of power projects, including projects in the Philippines, Panama and Thailand.



Mr. Melhem earned his MBA from the University of Southern California in Los Angeles and his MSc in Engineering Management and BSc in Industrial Engineering from Northeastern University, Boston.

Andrea Barbeau

Mrs. Andrea Barbeau (f/k/a Andrea Loveless) is a licensed attorney with substantial experience in legal, M&A, commercial, and regulatory matters. Before joining AEG Affiliated Energy Group, Mrs. Barbeau gained in-depth knowledge of legal, M&A, and commercial issues pertaining to energy markets while working as in-house attorney for three different groups of retail energy providers (ESCOs) expanding and/or operating within Texas, New York, Illinois, Pennsylvania, and Ohio.

In addition to handling mergers and acquisitions and providing legal and regulatory guidance, Mrs. Barbeau has worked on complex state and federal litigation involving issues of contract interpretation, wholesale supply mark to market valuation disputes, and market manipulation and antitrust suits in the retail and wholesale energy markets. Mrs. Barbeau's prior clients have also relied on her for guidance in market entry filings and research in several recently deregulated states along with her experience drafting supply agreements for commercial and residential retail customers (on behalf of the REPs/ESCOs).

Mrs. Barbeau earned her Doctor of Law from Southern Methodist University, Dallas, Texas (Merit Scholarship) and started her career working in-house for Dynowatt, LP's legal department. Before that, Mrs. Barbeau earned a BS in Communications from The University of Texas at Austin. Mrs. Barbeau is admitted to the Texas State Bar.

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