

VENDOR CONTRACT

Between Texas Energy Aggregation, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
QUALIFIED RETAIL ELECTRIC BROKER SERVICES
#04052215

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 QUALIFIED RETAIL ELECTRIC BROKER SERVICES 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 Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

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 04052215". 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:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center	Address
Email	david.mabe@tips-usa.com		4845 US Highway 271	
Phone	+1 (903) 243-4759		North	Contact
Fax	+1 (866) 749-6674		Pittsburg, TX 75686	
Bid Number	04052215	Contact	Mrs. Kim Thompson	Department
Title	Qualified Retail Electric Broker Services		Coordinator of Office Operations	Building
Bid Type	RFP	Department		Floor/Room
Issue Date	03/05/2015	Building		Telephone
Close Date	4/17/2015 3:00:00 PM CT			Fax
Need by Date		Floor/Room		Email
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		Email	bids@tips-usa.com	

Supplier Information

Company Texas Energy Aggregation, LLC
 Address 712 Austin Ave.

 Waco, TX 76701
 Contact Kevin Schaffer
 Department
 Building
 Floor/Room
 Telephone 1 (254) 751-0364
 Fax 1 (254) 751-0155
 Email Kevin.Schaffer@TexasEnergyABC.com
 Submitted 4/17/2015 1:29:55 PM CT
 Total \$0.00

Signature Kevin A. Schaffer

Email Kevin.Schaffer@texasenergyabc.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	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Waco
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	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
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	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
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	1
16	Years Experience	Company years experience in this category?	13
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	TX, IL, NY, PA, MA

19	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.)	Energy Aggregation, Broker, Consultant
20	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
21	Primary Contact Name	Primary Contact Name	Kevin Schaffer
22	Primary Contact Title	Primary Contact Title	Chief Operating Officer
23	Primary Contact Email	Primary Contact Email	kevin.schaffer@texasenergyabc.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	(254) 751-0364
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	(254) 751-0155
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	(254) 715-4778
27	Secondary Contact Name	Secondary Contact Name	TJ Ermoian
28	Secondary Contact Title	Secondary Contact Title	President
29	Secondary Contact Email	Secondary Contact Email	tj.ermoian@texasenergyabc.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	(254) 751-0364
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	(254) 751-0155
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	(254) 723-2231
33	2% Contact Name	2% Contact Name	Kari McHam
34	2% Contact Email	2% Contact Email	kari.mcham@texasenergyabc.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	(254) 751-0155
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Kevin Schaffer
38	Purchase Order Contact Email	Purchase Order Contact Email	kevin.schaffer@texasenergyabc.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(254) 751-0364
40	Company Website	Company Website	texasenergyabc.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	20-8181362
42	Primary Address	Primary Address	712 Austin Avenue
43	Primary Address City	Primary Address City	Waco
44	Primary Address State	Primary Address State	Texas
45	Primary Address Zip	Primary Address Zip	76701

46 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.)

electricity, electricity broker, electricity aggregation, Texas, energy, schools, colleges, universities, municipalities, ISD, kWh, energy efficiency, energy consulting, energy conservation, energy usage reduction, licensed aggregator, State of Texas, Texas Energy, Texas Energy ABC, Texas Energy Aggregation, PUC, power factor correction, meter consolidation, energy brokering, Waco, TIPS Qualified Electric Provider, The Energy Professionals Association, TEPA, TASB, TASBO, TEMA, NAPM, purchasing manager, energy legislation, school board, utility bill auditing, Electric Reliability Council of Texas, ERCOT, REP, Retail Electric Provider, electricity bid, light bulbs, fluorescent, The Interlocal Purchasing System, TIPS, ratchet demand, demand ratchet, meter consolidation, legislated energy reduction targets, energy savings, meter fees, delivery charges, nodal, solar, energy, wind energy, contract manager, deregulated energy market, TJ Ermoian, Kevin Schaffer, Texas PUC, PUCT, Houston, Dallas, Region 1, TDSP, House Bill 1064, Class II-A aggregator, the Texas Association of School Boards (TASB), Texas Association of School Board Officials (TASBO), the National Association of Purchasing Managers (NAPM), AmeriPower, APG&E, Brilliant Energy, Bounce Energy, Champion Energy, Cirro Energy, Con-Edison Solutions, Constellation, NewEnergy, Entrust, Frontier Utilities, Gexa Energy, GLO (Government Land Office), Green Mountain Energy, Hudson Energy, Liberty Power, Mid-American Power, MP2 Energy, Pro-Power Providers, Reliant Energy, Source Power, Spark Energy, Star-Tex Power, Suez Energy, Tri-Eagle, TXU, Veteran Energy, Region 2, Region 3, Region 4, Region 5, Region 6, Region 7, Region 8, Region 9, Region 10, Region 11, Region 12, Region 13, Region 14, Region 15, Region 16, Region 17, Region 18, Region 19, Region 20, energy cost, Council for Competitive Government, CCG, CAPP, Citizen's Aggregation Power Project, TCAP, Texas Coalition for Affordable Power, Energy bid, electricity bid, energy for schools, STAP, South Texas Aggregation Project, AEG, Affordable Energy Group, Interlocal agreement, P3 Public Power Pool,

47 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 Funds Over \$100,000 Certification 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" SUSPENSION OR DEBARMENT section.) Yes

Line Items

Response Total: \$0.00

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO



4/14/2015

Signature of Authorized Company Official

Date

Kevin Schaffer

Printed Name of Authorized Company Official

Texas Energy Aggregation, LLC

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES ^{KS} _____ Initial of Authorized Company Official

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 \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES ^{KS} _____ Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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 ^{KS} _____ Initial of Authorized Company Official

Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member 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. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES ^{KS} _____ Initial of Authorized Company Official


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 \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO  Initial of Authorized Company Official

YES _____ Initial of Authorized Company Official

Company Official: TJ Ermoian, Jr

Company: Texas Energy Aggregation

Texas Energy Aggregation, LLC **QUALIFICATIONS**

Broker Requirements and Qualifications

- Texas Energy is a registered entity with the Secretary of the State with corporate offices at 712 Austin Avenue, Waco, Texas 76701.
- Texas Energy has been a Qualified Retail Electric Broker for TIPS since 2009 and has over 13 years' experience providing electricity to customers in Texas and other states.
- Texas Energy currently works with 26 Retail Electricity Providers (see 1.1.2) in Texas which is the only state in which this proposal is being submitted and is licensed and in good standing with the PUC.
https://www.puc.texas.gov/industry/electric/directories/agg/report_agg.aspx?ID=ELSQL01DB1245272000001
- Texas Energy has 14 full-time employees and more than 50 part-time independent contractors.
- Texas Energy is capable of providing utility bill auditing and consulting services to TIPS
- Texas Energy is in close contact with all energy legislation in the Texas House providing useful advice both before and after the passage of related bills and reduction advice and strategies for our clients
- TEA evaluates, advises and assists all clients with power factor correction, meter consolidation and increases in energy efficiency
- TEA is currently brokering over 4.1 billion kWh and has negotiated over 3,000 energy contracts for over 1,400 commercial clients.

1.1 Experience and Qualifications

1. Texas Energy's President, TJ Ermoian, has been a successful entrepreneur and community leader in Central Texas since 1979. He began in the Texas deregulated electricity market in June 2002, managing a team of energy marketers for a large energy company. This experience, switching hundreds of customers, would lay the groundwork for the company that would become Texas Energy. Seeing widespread customer confusion regarding deregulation, he began exploring ways to better serve the needs of customers, rather than those of the energy companies who were often taking advantage of consumers' lack of knowledge. In March of 2003, Mr. Ermoian was awarded a Class I Aggregator's license by the Texas PUC to establish Texas Energy Aggregation. Texas Energy is a registered entity with the Secretary of the State with corporate offices at 712 Austin Avenue, Waco, Texas 76701.

Texas Energy signed its first customer in May 2003 for a church using around 127,000 annual kWh. Texas Energy has grown steadily and is now licensed as a Class II-A aggregator authorized

to aggregate municipalities and school districts. Today, Texas Energy represents municipalities, school districts, churches, and commercial/industrial customers large and small with contracts in Texas, Illinois, Maryland, New York and Pennsylvania. Texas Energy's primary focus remains on Texas with an emphasis on non-profit, religious, school and municipal customers.

Texas Energy has served as a TIPS Qualified Electric Provider vendor since 2009. Current TIPS electricity contracts negotiated via Texas Energy represent a total market value in excess of \$87 million. TEA is currently brokering over 4.1 billion kWh and has negotiated over 3,000 energy contracts for over 1,400 commercial clients.

Texas Energy maintains a staff of 14 full-time office professionals for customer support and ongoing contract management for our clients, along with several other contract workers to manage accounting, bookkeeping and IT needs. Texas Energy also utilizes more than 50 independent energy consultants based throughout Texas to meet with school districts and other potential clients.

Texas Energy's president has been a featured speaker on energy purchasing before numerous groups, including the Texas Association of School Boards (TASB), Texas Association of School Board Officials (TASBO), the National Association of Purchasing Managers (NAPM), The Energy Professionals' Association (TEPA) and others. He has organized and led symposiums on energy for civic organizations and chambers of commerce.

Texas Energy has been instrumental in the passage of recent legislation to mitigate the effects of "ratchet demand" billing from the various regulated transmission and distribution services providers (TDSPs). House Bill 1064, signed into legislation by Governor Perry in May 2011, directs the Public Utility Commission of Texas to promulgate rules that would exempt schools and non-profit organizations from "ratchet demand" that penalizes these customers and results in increased regulated delivery charges that are often 2-10 times higher than for other customers. Texas Energy is pleased that our efforts, along with support from many others, will lead to mitigation of these unfair charges for school districts throughout the state.

Texas Energy is experienced in addressing and working with elected officials on school boards, commissions, and city councils. We are very familiar with their legal constraints and sensitive to the level of accountability and transparency which taxpayers deserve for good government.

As added value, Texas Energy gives clients advice on the full range of opportunities available to help manage energy consumption and its costs. This includes providing energy consulting and utility bill auditing services, assistance with legislated energy reduction targets, power factor correction, meter consolidation, and demand response programs offered through the Electric Reliability Council of Texas. Texas Energy may recommend reputable contractors for these services.

2. Retail Electrical Providers Represented

1. AmeriPower
2. APG&E
3. Brilliant Energy
4. Bounce Energy
5. Champion Energy
6. Cirro Energy
7. Con-Edison Solutions
8. Constellation NewEnergy
9. Entrust
10. Frontier Utilities
11. Gexa Energy
12. GLO (Government Land Office)
13. Green Mountain Energy
14. Hudson Energy
15. Liberty Power
16. Mid-American Power
17. MP2 Energy
18. Pro-Power Providers
19. Reliant Energy
20. Source Power
21. Spark Energy
22. Star-Tex Power
23. Suez Energy
24. Tri-Eagle
25. TXU
26. Veteran Energy

3. Process and Contracts

The process by which Texas Energy procures energy contracts (such as the attached contracts) is considered proprietary and it is requested that TIPS keep this information confidential. The combination of methods offered have resulted in millions of dollars of savings for our clients, going well beyond the standard “bid a contract” processes offered by other brokers, aggregators and consultants. The needs of each customer are carefully considered and placed before the needs of the group. Detailed below is a route that may be effective for most aggregated groups. Please consider that all of these steps may not be necessary for each client, and many additional steps often are necessary to effectively serve others, as no two users have identical needs. This extra attention to detail and individual needs will often result in additional savings for our customers – savings well beyond the fee that we are paid.

- a. A Letter of Authorization (LOA) is completed by the client so that Texas Energy can obtain their usage history.
- b. We also request to see the client's current contract and most recent energy bill from their current provider so that we are able to provide the most accurate savings information possible and to accurately ascertain end dates to prevent premature switching. The invoices are helpful in order to determine billing inaccuracies.
- c. Once we receive the usage history from the TDSP (Transmission, Distribution Service Provider), Texas Energy will calculate the client's annual usage, peak demand, annual price for delivery, estimated price per kWh for delivery as well as their load factor. We also review these usage histories for metering issues which might have gone unnoticed by previous providers or administrators. We consider the potential increases or decreases in kW or kWh, meter drops and adds for each client over the life of the contract. We consider where rewiring or combining meters may be of benefit to the client.
- d. We then send this information along with a request for pricing to the Retail Electric Providers. A set date and time is specified for bids to be submitted to Texas Energy.
- e. We simultaneously analyze the load factors and load shapes of each client along with contract start and end dates to determine where additional savings may be available through aggregating complementary load groupings, along with separation of meters to ensure that larger users or those with high load factors do not miss out on the best pricing by subsidizing tiny users or those with low load factors, and where custom individual contracts might be of benefit to each client.
- f. If it is determined that aggregation of loads would benefit the individual members, they are organized and combined by multiple factors to offer for bid.
- g. Once we receive the bids from each energy company, we then prepare a proposal for the client to review. This proposal includes a detailed, accurate, annualized budget comparison of current and projected costs, including current and future price per kWh, term length of contracts, estimated delivery charges per kWh, meter fees, all applicable fees, and a concise explanation of each energy provider's experience and/or services in the energy industry.
- h. The proposal is then presented to the client and their needs and options are discussed, including budgetary guidelines, timelines, decision making protocol, as well as long and short-term goals. If the client decides to take advantage of the pricing offered, a contract may be requested and/or completed for the client's signature.
- i. In most cases, a target rate and contract length is set, energy company choices are narrowed to the top three, and a limited power of attorney (LPOA) document is executed. This document allows Texas Energy to group multiple clients and execute a contract at a moment's notice, taking advantage of energy market volatility to achieve the very best pricing.
- j. If an LPOA document is selected, Texas Energy presents this document or group of documents to the top three selected energy companies for refinement of the bids and contract details based upon the needs of the group.

- k. Texas Energy watches the energy market, trends, geopolitical factors, contract start and end dates, and other data to determine the opportune time to achieve the best price. On the right day, at the right moment, the top three bidders will submit bids. In many cases, before final selection, a “reverse bid” offer will be made to all bidders to ensure the very lowest price, and finally, one winning bidder will be selected from among the three.
 - l. The signed contract is then faxed or emailed to the energy company, and follow-up is made with the energy company to ensure that the contract was received and accepted.
 - m. Texas Energy places a follow-up call to the client to inform them that the contract was accepted. The contract is then mailed to the client for their signature and return to the energy company to ensure a clean, legal document.
 - n. After the client is switched and the billing process has commenced, Texas Energy will place a follow-up call or email to the client to ensure that they have received their first energy bill from the new provider and to request a copy to Texas Energy for review and to ensure they are being billed correctly.
 - o. The client is instructed that if any issues arise during the duration of their contract, they are encouraged to contact our office directly for help before contacting their energy provider, and expediting many problems or confusing situations.
 - p. If market conditions and contract term lengths dictate, Texas Energy may obtain a contract for a shorter length of time than allowed by the LPOA to achieve the best price. The LPOA allows us to watch the market and extend the contract at the optimal times, functioning as a contract manager as necessary to best serve client needs in response to the changing energy market.
4. Indicative Pricing (uploaded separately in the PRICING section.)

List of Public Entities that Texas Energy Aggregation has Provided Consulting Services

Academy for Creative Learning	City of West Clifton Housing Authority	Montague County Moran ISD
Academy for Speech & Language	Colorado ISD	Music and Math Masters School
All Saints Episcopal School	Copperas Cove ISD	New Summerfield ISD
Anderson County	Crawford ISD	Oakwood ISD
Anson ISD	Falls County Appraisal District	Oglesby ISD
Azle ISD	Grandview ISD	Parker County
Belton ISD	Gun Barrel City	Rapoport Academy
Brazos Higher Education Authority	Hardeman County	Region 12 ESC
Bruceville-Eddy ISD	Heart of TX Council of Governments	Robinson ISD
Central TX College	Hico ISD	Salado ISD
Central TX Council of Governments	Hill College	SDA School
China Spring ISD	Hillsboro ISD	Snyder ISD
City of Abbott	Italy ISD	Teague Hospital District
City of Alvin	Itasca ISD	Texas Dept. of Criminal Justice
City of Beverly Hills	Jacksonville College	The Galloway School
City of Gatesville	Lamesa Chamber of Commerce	Texas State Technical College
City of Gregory	La Vega ISD	Texas Dept. of Health & Human Services
City of Groesbeck	Limestone County	Upgrade Educational Services
City of Hewitt	Little Rockets Pre-School	Valley Mills ISD
City of Hico	Live Oak Classical School	Vanguard College Preparatory School
City of Hillsboro	Lorena ISD	Venus ISD
City of Hubbard	Mart ISD	Waco ISD
City of Lott	Mathis ISD	Waco Montessori School
City of Marlin	McLennan Community College	Whitney ISD
City of Mart	McLennan County Appraisal District	Wilbarger County
City of Quanah	Midway ISD	
City of Richwood	Milam County	
City of Rosebud		
City of Tehuacana		
City of Temple		
City of Waco		

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: Texas Energy Aggregation, LLC

Mailing Address: 712 Austin Avenue

City: Waco

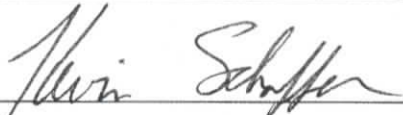
State: TX

Zip: 76701

Telephone Number: (254) 751-0364

Fax Number: (254) 751-0155


Email Address: kevin.schaffer@texasenergyabc.com

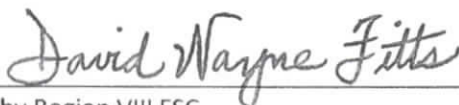
Authorized Signature: 

Printed Name: Kevin Schaffer

Position: Chief Operating Officer

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.

 5-22-15
TIPS Authorized Signature Date

 5-22-15
Approved by Region VIII ESC Date

Texas Energy References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Title	Contact Phone
McLennan Community College	Waco	TX	Dianne Feyerherm	Director – Physical Plant	254-299-8843
Waco ISD	Waco	TX	Sherry Trotts	Director of Purchasing	254-755-9452
China Spring ISD	China Spring	TX	Marc Faulkner	Superintendent	254-836-1115
City of Temple	Temple	TX	Belinda Mattke	Business Manager	254-729-3293
Alvin ISD	Alvin	TX	Josh Campbell	Energy Manager	281-245-2630
Mart ISD	Mart	TX	Todd Gooden	Superintendent	254-876-2523
Robinson ISD	Robinson	TX	Dr. Michael Hope	Superintendent	254-662-0194



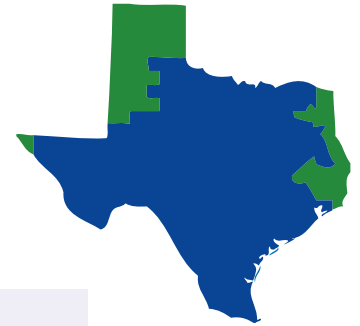
About Texas Energy

We don't sell electricity. We help you buy it smarter, cheaper and easier.

Our team of energy experts provides valuable, unbiased feedback on each energy provider, their financial stability, customer satisfaction ratings, contract options, methods, and risk practices. We also offer unparalleled customer service and contract management expertise. We do all this to help simplify your job while reducing, controlling, and more accurately projecting your energy expenses. Today, Texas Energy represents cities, counties, telephone and water utilities, school districts, colleges, churches, and businesses of all sizes.

Why Use Texas Energy?

Since deregulation was introduced in 2002, the energy industry in Texas has become more competitive – and complex – than ever before. In this short time, Texas has gone from five retail electric providers – previously assigned to customers by geographic location – to more than 100. Now unrestricted by geography, these companies – and the brokers representing them – compete for your business across more than 75% of the Texas market. *



One result of this competition has been more affordable energy prices. Commercial electricity rates in deregulated areas have fallen by 5.8% in the period between 1997 and 2011, compared to a 3.3% overall increase in regulated areas during the same period. **

On one hand, this increase in energy brokers and contract options results in countless opportunities to reduce and control energy expenses. On the other hand, navigating the minefield of potentially expensive mistakes and taking true advantage of the available savings takes an in-depth understanding of how electricity is priced and the way contracts are structured.

That's Where We Come In

Texas Energy is one of the most innovative and respected electricity consultants in the industry. We were founded on the belief that integrity, fairness, leadership, expertise and community investment are critical for any business to be successful. These principles are the foundation of Texas Energy's business practices and are required for all electricity providers with which we work.

Texas Energy provides:

- No-obligation quotes from the most reputable, competitive providers
- Apples-to-apples budget comparisons, not just a price per kWh
- Ongoing contract management
- Daily energy market monitoring
- Accurate forecasting of energy trends
- Legislative and regulatory expertise
- Unbiased reviews of energy companies
- Dedicated customer service

Frequently Asked Questions

Q: Who is Texas Energy?

A: Since 2002, Texas Energy has been providing energy brokerage and consulting services to residential, commercial and governmental entities in the deregulated areas of Texas. Today Texas Energy manages more than a 250 million dollars in energy contracts.

Texas Energy represents municipalities, utilities, school districts, colleges, churches and businesses of all sizes, as well as residential customers in deregulated markets. Since its inception, Texas Energy's client retention rate has remained above 96 percent.

Q: What does Texas Energy do?

A: Texas Energy helps clients reduce, control and project their electricity bills, while providing the highest level of ongoing service to resolve any issues with the electricity providers. As we like to say, "We don't sell electricity... We help you buy it smarter, cheaper and easier."

Q: How does Texas Energy do that?

A: Based on a proprietary process, Texas Energy compares the stability, electricity rates and customer service reputation of the top retail electricity providers serving Texas. This analysis, combined with constant monitoring of the energy market, enables Texas Energy to help clients reduce, control and accurately project electricity expenses.

Q: How is Texas Energy paid?

A: Texas Energy is paid a fixed residual fee by the energy company you choose. You will never write us a check.

Q: What are Texas Energy's credentials?

A: Texas Energy is an active board member of the Texas Electricity Professionals Association (TEPA), which has one of the strictest codes of conduct in the industry.

In addition, Texas Energy has championed and spearheaded legislation including HB 1064, which was signed into law in April 2011. This legislation will save small businesses, schools, churches and athletic and performing arts facilities millions of dollars each year statewide.

Texas Energy won a statewide interlocal purchasing agreement with The Interlocal Purchasing System (TIPS). We also secured an electricity procurement contract with the Texas Council on Competitive Government. Texas Energy is licensed by the Texas Public Utility Commission (License #80149).

Q: Can't I do this myself?

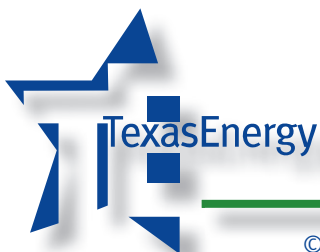
A: Before you do, answer the following questions:

- Have you checked the PUC complaints, financial integrity, and hedging practices of each of the energy companies?
- Do you understand how pending regulatory changes will affect your contract?
- Do you have the skills of or access to an engineer, attorney, purchasing manager, commodities trader, or public utilities manager?
- Are you comfortable negotiating electricity contracts and interpreting their complicated terms and conditions?

Clients of Texas Energy receive personalized advice and support to secure better energy prices than if they tried to navigate the market on their own. Having negotiated and managed more than 2,000 energy contracts, Texas Energy serves as a customer advocate with ongoing clout in dealing with energy providers.

Get a Free Quote

Simply visit our web site and complete the usage history request to help us learn more about how you use power. We will provide you with custom, detailed quotes from up to 20 providers, along with a complete review of available contract options.



TexasEnergyABC.com

254.751.0364

* Source: Public Utility Commission of Texas. ** Sources: The U.S. Energy Information Administration and the Bureau of Labor Statistics.

Texas Energy selected as electricity procurement services provider for the state of Texas

“ **DALLAS – Dec. 20, 2011** – Texas Energy Aggregation... was recently awarded a State of Texas contract for Electricity Procurement Services, qualifying them to procure electricity contracts directly for state agencies, as well as all school districts, hospital districts and local municipalities. Judged on experience, technical qualifications, and pricing structure, (they are) one of only three energy consulting firms across the country to be awarded a Texas statewide contract for electricity procurement.

“We are pleased to be recognized for our ability to save taxpayers money,” said T.J. Ermoian, president and CEO of TEA. “Our team of certified experts works around the clock to ensure that clients pay the lowest possible price for their energy. As a state approved consulting firm, we can now serve as a trusted partner to help identify and implement ways for Texas agencies and other governmental entities to cut their energy expenditures more quickly and efficiently.”

Texas Energy helps state agency cut costs by \$4 million

“ **WACO, Texas – Feb. 8, 2012** – Texas Energy Aggregation (TEA), an energy consulting and brokerage firm based out of Waco, recently negotiated an electricity contract for the Texas Department of Criminal Justice (TDCJ) that will trim approximately \$4 million from their annual electricity costs in 2012. In the 2011 fiscal year, the TDCJ had the highest electricity costs of any state agency in Texas. The savings for 2012 can be attributed to the expertise of the TEA team, as well as current market conditions.

“The team at TDCJ gave us a thorough grilling with their questions before deciding to work with us”, said T.J. Ermoian, President and CEO of TEA. “Even a sophisticated buyer like the TDCJ could see the experience and value we brought to the table, along with the transparency that we believe is so often lacking in this process. We are pleased to have the TDCJ as a satisfied client.”

Ratchet Rule Bill could cut nonprofits' electric fees

Obscure provision could prolong hefty utility costs for larger groups



After years of fighting, nonprofit groups ranging from churches to Little League associations have scored a legislative victory that will eventually lower their electricity bills...

...“We’ve gotten this far,” said T.J. Ermoian, a Waco electricity aggregator who testified in support of the bill. “We’re going to move it forward. We just need to make sure that whenever the (rules) are written, it comes down with the intended consequences.”...

...Ermoian, whose business helps commercial customers find the best electrical rates, tried to get ratchet demand relief for nonprofit groups the past two legislative sessions. Both of Waco’s representatives then – Republican Charles “Doc” Anderson and Democrat Jim Dunnam – actively supported the effort. But proposed bills died in a Senate committee both times.

This year, the effort had more success. A bill exempting some commercial customers from the delivery fees was signed by the governor in late May.



Published in the Waco Tribune-Herald, Sunday, June 5, 2011
By Cindy V. Culp, Staff Writer



Texas Energy selected as electricity procurement services provider for the state of Texas

“ **DALLAS – Dec. 20, 2011** – Texas Energy Aggregation... was recently awarded a State of Texas contract for Electricity Procurement Services, qualifying them to procure electricity contracts directly for state agencies, as well as all school districts, hospital districts and local municipalities. Judged on experience, technical qualifications, and pricing structure, (they are) one of only three energy consulting firms across the country to be awarded a Texas statewide contract for electricity procurement.

“We are pleased to be recognized for our ability to save taxpayers money,” said TJ Ermoian, president and CEO of TEA. “Our team of certified experts works around the clock to ensure that clients pay the lowest possible price for their energy. As a state approved consulting firm, we can now serve as a trusted partner to help identify and implement ways for Texas agencies and other governmental entities to cut their energy expenditures more quickly and efficiently.”



Texas Energy helps state agency cut costs by \$4 million

“ **WACO, Texas – Feb. 8, 2012** – Texas Energy Aggregation (TEA), an energy consulting and brokerage firm based out of Waco, recently negotiated an electricity contract for the Texas Department of Criminal Justice (TDCJ) that will trim approximately \$4 million from their annual electricity costs in 2012. In the 2011 fiscal year, the TDCJ had the highest electricity costs of any state agency in Texas. The savings for 2012 can be attributed to the expertise of the TEA team, as well as current market conditions.

“The team at TDCJ gave us a thorough grilling with their questions before deciding to work with us”, said T.J. Ermoian, president and CEO of TEA.

“Even a sophisticated buyer like the TDCJ could see the experience and value we brought to the table, along with the transparency that we believe is so often lacking in this process. We are pleased to have the TDCJ as a satisfied client.”



Ratchet Rule Bill could cut nonprofits' electric fees

Obscure provision could prolong hefty utility costs for larger groups

“ After years of fighting, nonprofit groups ranging from churches to Little League associations have scored a legislative victory that will eventually lower their electricity bills...

...“We’ve gotten this far,” said T.J. Ermoian, a Waco electricity aggregator who testified in support of the bill. “We’re going to move it forward. We just need to make sure that whenever the (rules) are written, it comes down with the intended consequences.”...

...Ermoian, whose business helps commercial customers find the best electrical rates, tried to get ratchet demand relief for nonprofit groups the past two legislative sessions. Both of Waco’s representatives then – Republican Charles “Doc” Anderson and Democrat Jim Dunnam – actively supported the effort. But proposed bills died in a Senate committee both times.

This year, the effort had more success. A bill exempting some commercial customers from the delivery fees was signed by the governor in late May.

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