

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/09/25



Resolution



Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Ameresco, Inc. for the purchase of energy consulting and management services, building and other energy solutions and related products and services for the Department of General Services.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ _____

Funding Source: ☐ Capital Improvement Budget
☐ Capital Outlay Notes
☐ Departmental/Agency Budget
☐ Funds to Metro
☐ General Obligation Bonds
☐ Grant
☐ Increased Revenue Sources

Match: \$ _____

☐ Judgments and Losses
☐ Local Government Investment Project
☐ Revenue Bonds
☐ Self-Insured Liability
☐ Solid Waste Reserve
☐ Unappropriated Fund Balance
☐ 4% Fund

Other: _____ Date to Finance Director's Office: 9/25/2025 | 8:40 PM CDT

Approved by OMB: Bethany Munley

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

APPROVED BY

FINANCE DIRECTOR'S OFFICE: Jennifer Reed/mjw

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Ameresco, Inc. for the purchase of energy consulting and management services, building and other energy solutions and related products and services for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Region 14 Education Service Center, a state of Texas governmental entity, and Ameresco, Inc.; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro departments to utilize; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement Region 14 Education Service Center, a state of Texas governmental entity, and Ameresco, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Mary Amos

Assistant Metropolitan Attorney

Ava.Elsaghir@Nashville.gov

Ava Elsaghir

Submission Date	Sep 11, 2025 6:55 AM
What is your name?	Ava Elsaghir
What is your department?	General Services Department
What is your email address?	Ava.Elsaghir@Nashville.gov
What is your phone number?	(615) 930-6049
In addition to your department, will other Metro departments be utilizing this cooperative?	Yes.
If other Metro departments will be utilizing this cooperative, list them here:	All Metro Agencies
How much do you estimate spending on this cooperative contract?	\$1,000,000.00
What is the cooperative entity?	Cooperative - Omnia.
What is the lead agency?	Region 14 ESC- TX
Who is the supplier?	Ameresco Inc.
Is the supplier registered in iSupplier?	Yes.
If yes, what is the supplier's ISN?	974

What is the contract number?

158962

When did the contract start?

Nov 15, 2024

When does the contract end?

Nov 30, 2027

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions and Related Products and Services

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

The Cooperative provides wide range of consultancy services not only for comprehensive Energy consulting management services but also building and other Energy solutions and other products and services including Facility Condition assessment. The RfP has been competitively bid among (5) companies. It's in the best interest of Metro to utilize cooperative agreement that offer services and related products on the scale of Omnia cooperative which provide competitive services and prices. It also saves the time that Metro can spend on publishing it's own solicitation.

Upload the original contract from the lead agency.



Executive_Summary-_Energy_01.pdf
208.91 KB



signed contract-158962_Ameresco_Inc_-p... .pdf
9.47 MB



signed contract-158962_Ameresco_Inc_-p... .pdf
9.67 MB

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



Original RFP Document.pdf
1.57 MB

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **comprehensive energy consulting and management services, building and other energy solutions and related products and services from Ameresco Inc via Omnia contract #158962** is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative is **\$90,071.00**

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Omnia**; the lead agency is **Region 14 – Education Service Center**. **Region 14 – Education Service Center** is a public institution in **Texas** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 5 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$90,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
09/16/2025



Cooperative Request Signature Form

Co-Op Request Number	C2026026
Date Received	September 11, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

Dennis Rowland

Purchasing Agent & Chief Procurement Officer

9/17/2025 | 2:43 PM CDT

Date Signed





**Comprehensive Energy Consulting and Management Services,
Building and Other Energy Solutions, and Related Products and Services**

Executive Summary

Lead Agency: Region 14 ESC

Solicitation: 24-S889

RFP Issued: June 4, 2024

Response Due Date: July 18, 2024

Proposals Received: 5

Awarded to: Ameresco, Inc.
TFS Energy Solutions, LLC dba Tradition Energy

Region 14 Education Service Center issued RFP 24-S889 on June 4, 2024, to establish a national cooperative contract for Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Sections I. Introduction and Appendix B- OMNIA Partners Exhibits.

Region 14 ESC, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 14 ESC website
- OMNIA Partners website
- Abilene Reporter, TX
- Arizona Business Gazette, AZ

- Daily Journal of Commerce, OR
- Deseret News, UT
- Helena Independent Record, MT
- Honolulu Star-Advertiser, HI
- Kennebec Journal, ME
- Las Vegas Review-Journal
- New Jersey Herald, NJ
- Richmond Times, VA
- San Bernardino County Sun, CA
- Seattle Daily Journal of Commerce, WA
- The Advocate – New Orleans, LA
- The Herald-News – Will County (IL)
- The State, SC
- Times Union, NY
- USA Today, nationwide

To encourage participating of small businesses, minority owned businesses and women owned businesses, Texas Historically Underutilized Businesses were notified of the Request for Proposal.

On July 18, 2024, proposals were received from the following Offerors:

- Ameresco, Inc.
- bluEvolution, LLC
- Energia USA, Inc.
- Priority Power Management, LLC
- TFS Energy Solutions dba Tradition Energy

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Ameresco, Inc. and TFS Energy Solutions, LLC dba Tradition Energy and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 14 ESC, OMNIA Partners and the following Offerors successfully negotiated a contract, Ameresco, Inc. and TFS Energy Solutions, LLC dba Tradition Energy. Region 14 ESC executed the agreements, each with a contract effective date of November 15, 2025.

Contract includes:

- Ameresco, Inc. submitted and was awarded for both Comprehensive Energy Consulting and Management Services as well as Building and Other Energy Solutions and Related Products and Services. The full line of supplier offerings is listed under Section 3.2 and value-added products and services are listed in Section 5. Products, services, and solutions include but are not limited to:
 - Energy Conservation/Generation and/or Utility or Infrastructure Upgrade,
 - Project Identification, Feasibility/Preliminary Audit, and/or Investment Grade Audit,
 - Energy Conservation and/or Utility or Infrastructure Services,
 - Energy Measurement and Verification,
 - Energy Supply Management Services, and

- Facility Condition Assessments.
- TFS Energy Solutions, LLC dba Tradition Energy submitted and was awarded for Comprehensive Energy Consulting and Management Services. The full line of supplier offerings is listed under Section 3.2 and value-added products and services are listed in Section 5. Products, services, and solutions include but are not limited to:
 - Electricity procurement services,
 - Natural gas procurement services,
 - Energy data management,
 - Utility bill auditing and tariff rate analysis services,
 - Demand response (DR) services,
 - Sustainability services, and
 - Consulting services.

Use of Federal Funds: Ameresco, Inc. and TFS Energy Solutions, LLC dba Tradition Energy both provided federal funds certifications. Refer to Exhibit F of the Supplier's response, incorporated by reference in the Master Agreement.

Term: Initial three-year agreement from November 15, 2024, through November 30, 2027 with the option to renew for up to two (2) additional two-year periods or any combination of time not to exceed 4 years, through November 30, 2031. Any job, work, or purchase orders as well as any maintenance, service, or supplemental agreements, and any work proposals job orders (collectively referred to as "Supplemental Agreements and Orders"), may be issued for up to seven (7) years under this contract so long as the effective date of the maintenance /service/supplement agreement is prior to the expiration of the contract. Any Supplemental Agreements and Orders executed against the Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement(s) as established and agreed to by the Supplier and Participating Public Agency.

Pricing/Discount: Refer to Section 2- Pricing.

**REQUEST FOR PROPOSAL (RFP) FOR
COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT
SERVICES, BUILDING AND OTHER ENERGY SOLUTIONS, AND
RELATED PRODUCTS AND SERVICES**

**SOLICITATION NUMBER
RFP 24-S889**

**PUBLICATION DATE
Tuesday, June 4, 2024**

**QUESTIONS SUBMITTED BY
Tuesday, June 25, 2024, 2:00pm CT**

**SUBMITTAL DUE DATE AND TIME:
Thursday, July 18, 2024, 2:00pm CT**



Competitive solicitation by Region 14 Education Service Center
on behalf of itself and other government agencies
and made available through OMNIA Partners, Public Sector, Inc.

NOTICE TO SUPPLIER: When partnering with OMNIA Partners, Region 14 uses Bonfire (<https://omniapartners.bonfirehub.com>) to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the questions due date time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

Public Opening: Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.

Meeting URL: <https://omniapartners.zoom.us/j/87290814476>

Call In #: 346 - 248- 7799

Meeting ID: 872 9081 4476

I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a contract for Comprehensive Energy Consulting And Management Services, Building and Other Energy Solutions, and Related Products and Services for use by Region 14 ESC and other public agencies supported under this contract.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

Region 14 Education Service Center (“Region 14 ESC”)

Region 14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

National Contract

Region 14 ESC, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”) to make the resultant contract (also known as the “**Master Agreement**” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “**Participating Public Agency**”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners’ public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (APPENDIX B).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$100M. This projection is based on the current annual volumes among the Region 14 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

II. SCOPE

A. Purpose

The objective of the Comprehensive Energy Consulting And Management Services, Building and Other Energy Solutions, and Related Products and Services is to provide these services for public sector agencies. The awarded supplier(s) will work with Participating Public Agencies to help determine all the services required; awarded supplier(s) may also provide any applicable products as requested by Participating Public Agencies. The intent of the anticipated resulting contracts of this solicitation is to generate more comprehensive energy and high-performance solution contracts replacing the need for later re-solicitations of the following contracts: Energy Management Consultation and Related Services, and High-Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services. Both current and new suppliers are strongly encouraged to submit.

Although this section reflects the needs and requirements of Region 14 ESC, OMNIA Partners Participating Public Agencies may have different requirements. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded supplier(s) substantially based on the terms and conditions of the Region 14 ESC Master Agreement. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Should an awarded supplier utilize subcontractors, distributors, dealers, or other affiliate, Participating Public Agencies may choose to issue work directly to the subcontractor, distributor, dealer, or other affiliate if allowed by the awarded Supplier and Participating Public Agency. While the Offeror does need to submit a list of their initial subcontractors, distributors, dealers, or other affiliates, Region 14 ESC does not need to approve changes and updates to awarded Supplier's approved subcontractor, distributor, dealer, and other affiliates list unless requested or required by the awarded Supplier; however, awarded Supplier's should maintain their own list of subcontractors, distributors, dealers, or other affiliates that the awarded Supplier has approved for Participating Public Agencies to review.

B. Products and Services

Offerors are not limited to any one section and should describe their ability to provide all of the Comprehensive Energy Consulting And Management Services, Building and Other Energy Solutions that their business currently offers. Proposals should be detailed with respect to the products and/or services that the Offeror has expertise in providing. Offerors are encouraged to provide a complete product and service offering or balance of line.

For all services and/or products, Offerors shall provide industry standard services and new products that are of good quality and free of defects and provide pricing structures for each of these items as indicated in Section V. Evaluation.

1. Comprehensive Energy Consulting and Management Services

Supplier's providing Comprehensive Energy Consulting and Management Services should have: extensive experience working with public entities in natural gas, electricity, renewable energy, fuel procurement, and energy price risk management; at least 5 years' experience working in energy markets; education and experience with evaluation of financial viability of energy companies; technical expertise in energy management practices; and verifiable experience with consulting on projects of similar size and scope.

The following is a list of suggested (but not limited to) services that could be included; this list is not meant to be exhaustive, and Offerors may provide other services as applicable.

- Analyzing, defining, and monitoring all elements of energy exposure and consumption, including (but not limited to) the consumption of electricity, natural gas, and redefined products (such as heating oil, gasoline, and diesel). Supplier's providing this offering should be capable of providing market research and strategic risk management.
- Designing a comprehensive energy management plan, including (but not limited to) energy procurement of electricity, natural gas and other energy commodities (such as renewable energy credits and renewable energy from solar or wind). Supplier's providing this offering should also provide energy data management services and solutions, aggregation strategies and services, tariff rate and tax optimization, and utility bill processing and payment services.
- Strategic procurement such as: managing an efficient and strategic procurement process where vetted Energy Suppliers compete for the business of Participating Public Agencies, including negotiation assistance to reduce the customers overall energy cost and contract review.
- Energy reduction consulting and efficiency solutions
- Engineering consulting and sustainability
- Strategic risk management
- Utility data management
- Utility sales tax recovery
- Renewable energy credits
- Greenhouse gas emissions reporting
- Cost audit services
- Budgeting
- Utility expense management
- Related Products, Services and Solutions – the complete range of products, services, and solutions available from the Supplier, including (but not limited to) bill verification; dispute resolution; client advocacy; client educational opportunities; and particularly those related to development of a sustainable, secure, energy management program.

2. Building and Other Energy Solutions, and Related Products and Services

The following is a list of suggested (but not limited to) products and services that could be included; this list is not meant to be exhaustive, and Offerors may provide other products and services as applicable. All offerings under Building and Other Energy Solutions must support ASHRAE (American Society of Heating, Refrigerating and Air-conditioning Engineers) industry standards.

- High-performance building consulting
- Building metering platforms and energy data gathering solutions
- Operational efficiency and performance-based services
- ASHRAE Building Energy Quotient program – modeling & optimization
- Central plant efficiency
- Building systems efficiency
- Smart building & analytics
- Smart technology
- Equipment efficiency solutions
- Real-time energy data analytics
- Utility management solutions
- Utility & energy research, usage tracking, and cost analysis reporting
- Utility bill processing and payment services, including web-based utility information, dashboards & reports
- Demand Response (DR) curtailment funding
- Specialty Niche Solutions, to include renewable energy sources such as solar, wind, Geo-thermal, etc.
- Rebate(s) (federal, state and/or local) analysis and implementation
- Related Products, Services, and Solutions – the complete range of products, services, and solutions available from the Supplier.

C. Special Offers and Comprehensive Offering

Awarded Supplier(s) may conduct sales promotions involving price reductions for a specified lesser period, in addition to decreasing prices for the balance of the Master Agreement term due to a change in market conditions. Awarded Supplier(s) may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Master Agreement term and such lower pricing shall not be applied as a global price reduction under the Master Agreement.

Each Offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Comprehensive Energy Consulting And Management Services, Building and Other Energy Solutions, And Related Products And Services. Pricing for awarded Supplier's complete product offering/balance of line items will be determined by a percentage discount off the offeror's price list. The pricing percentage discount offered must be entered in the Pricing Section in the Offeror's response. Region 14 ESC reserves the right to accept or reject any or all balance of line items offered. A successful Offeror will not be awarded items that are awarded as an item to another vendor as part of this solicitation.

III. INSTRUCTIONS TO SUPPLIERS

1. Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire at <https://omniapartners.bonfirehub.com/>.
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

2. Required Proposal Format. Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, except for Section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

Sections:

Section 1 – Signature Form

Section 2 – Pricing

Section 3 – Ability to Perform, including response to the national program (Appendix B)

Section 4 – References and Experience

Section 5 – Value Added Products and Services

Section 6 – Required Documents

3. Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

4. Deviations and Exceptions. Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

5. Disclosures.

- Supplier 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.
- The supplier 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 suppliers in the award of this contract.

6. Withdrawal of Response. After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days. Pricing will remain firm for 120 days from submittal.

7. Open Records Policy. Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

8. Multiple Awards. Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

9. Protest. A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) 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. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may 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 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

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

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified by Participating Public Agency.

Legal Obligations. It is the supplier'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 and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved. If the pricing is based on a discount structure, as long as the discount percentage remains the same, the awarded supplier(s) do not need to submit a price increase request.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional two-year terms or any combination of time not to exceed 4 years. Any job, work, or purchase orders as well as any maintenance, service, or supplemental agreements, and any work proposals job orders (collectively referred to as "Supplemental Agreements and Orders"), may be issued for up to seven (7) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract. Any Supplemental Agreements and Orders executed against the Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement(s) as established and agreed to by the Supplier and Participating Public Agency.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation:

A. Availability of Services, Products and Pricing (40 points)

1. Indicate if the Supplier is providing: Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions and Other Related Products and Services, or both.
2. Describe the Suppliers pricing structures for products, services, warranties, and labor-based rates. Price lists provided will be used to establish the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Suppliers may elect to limit their proposals to any category or categories.
 - a. Any discounts proposed should remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
 - b. For Energy Consulting and Management Services, Offerors must submit a fee schedule in a manner that allows for clear calculation of price based on one or more criteria. Presentation in a table and/or matrix type of format is desired.
 1. For services involving the procurement of a commodity, proposer shall display its pricing in a format that may be composed of such factors as energy usage (kWh, Dth, gallon, etc.).
 2. For data management and bill auditing services, proposer shall display pricing in a format that may be composed of such factors as number of bills per month and level of service.
 3. For services where there is a revenue sharing component, such as bill auditing, proposer shall display pricing in a format that may be composed of such factors as number of meters, number of bills, size of utility spend, etc.
 4. Consulting services shall be displayed on a cost per hour, either all-inclusive or cost per position (manager, director, vice-president, etc.).
 5. Any other applicable component necessary to achieve pricing as described above is acceptable.
 - c. Pricing may be submitted as not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.
 - d. Pricing may be based on a discount from a manufacturers price list matrix or catalog, fixed pricing, unit pricing, or set labor and hourly rates. As an option, pricing may also be a discount off the City Cost Index when using one of the following: RS Means Construction Procurement Catalog: Facilities Construction Cost Data book; RS Means Construction Procurement Catalog: Electrical Cost Data; and/or RS Means Construction Procurement Catalog: Mechanical Cost Data. When applicable, multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal and additional pricing and/or discounts may be included. Any special

- discounts due to stocking or faster turn-around times may have higher list price adjustments and shall be listed separately.
- e. For labor-based pricing with billable rates, pricing shall list the classifications of labor with billable rates for each offeror's office(s), territories, or district(s) along with any sub-office pricing as required. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Subcontractor labor shall not be recognized separately. Each respondent shall determine their subcontractor's labor rate as a prime labor classification (for example, an electrician's labor rate shall be calculated based on the offeror's subcontractor's labor billable rate plus respondent's normal margins on subcontractor labor.) Additionally, the hours for each task in a scope of work shall **USE** a benchmark against an established data set (e.g.; RS Means Construction Procurement Catalog or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means Construction Procurement Catalog or others) cost index by **each offeror's office(s)**, territories or district(s) to determine effectiveness of providing these tasks.
 1. The high-performance building related labor classifications are designated under **Section VI. Labor Classification**.
 2. Include breakdowns of standard labor rates, overtime rates, and per diem rates (per person/per day). Indicate if there is a minimum charge of hours for services.
 3. Rates may be adjusted annually with approved justification based on increases of field labor adjustments, material price index changes, and operating expense changes from the previous year.
 4. Consulting services shall be displayed on a cost per hour, either all-inclusive or cost per position (manager, director, vice-president, etc.).
 - f. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.
3. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.
 4. If applicable, describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
 5. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.

6. Describe if distributors/dealers/resellers/subsidiaries/partners (“affiliates”) will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.
 - a. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates.
 - b. Purchase orders and payment can only be made to the awarded supplier, or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.
7. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.
8. Describe how customers verify they are receiving the correct contract pricing.
9. Describe supplier’s invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.
10. Indicate the payment types accepted and if credit cards are assessed a convenience fee.
11. Describe how future product introductions will be priced and align with contracting pricing proposed.
12. Provide any additional information relevant to this section.

B. Ability to Perform (30 points)

1. Describe the Suppliers ability meet the requirements of a National Cooperative Contract.
 - a. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
 - b. The successful Supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier’s response should include any proposed exceptions to OMNIA Partners Administration Agreement.
 - c. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
2. Describe Supplier’s contract implementation/customer transition plan, include a timeline.
3. Describe the Supplier’s qualifications and industry expertise in providing energy and high-performance building consulting and management services.
4. If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would: analyze, define, and monitor all elements of energy exposure and consumption, including (but not limited to) the consumption of electricity, natural gas, and refined products (such as heating oil, gasoline and diesel). Include how the Supplier can assist with market monitoring and price management services and help analyze utility rate programs.
5. If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier analyzes the energy costs for potential new infrastructure facilities, such as natural gas pipelines, compressor stations, storage facilities, on-site fuel systems,

- substations and on-site generation. Describe how the Supplier negotiates with utilities, pipelines and other suppliers to arrive at the best pricing and reliability possible.
6. If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would design a comprehensive energy management plan, including (but not limited to) energy procurement of electricity, natural gas and other energy commodities (such as renewable energy credits and renewable energy from solar or wind). This plan should analyze the use of various energy pricing products and recommend strategies to achieve best pricing and reliability.
 7. If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would evaluate energy market conditions and risks, gather market research, and implement strategic risk management solutions. Describe how the Supplier can assist with researching alternative energy options. Include an example of a case study performed.
 8. If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would assist in the development of a strategic procurement process with public agencies for energy solutions. Indicate the Suppliers experience with scope development, vetting of energy suppliers, evaluation of the financial viability and reliability of energy companies, negotiation assistance, and contract review.
 9. If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would provide account management and auditing of energy bills, including aggregation strategies and services, tariff rate and tax optimization, utility bill processing and payment services, ensure transparency and accuracy of billings, dispute resolution, client advocacy and client educational opportunities.
 10. Describe how the Supplier ensures the availability and timely fulfillment of energy, building, and other related products and services.
 11. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).
 12. Describe Supplier's history of meeting deadlines, including such items as reporting services, order fill rates, shipping/on-time delivery and emergency products/services.
 13. Describe Supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.
 14. Describe any extended warranty programs or service maintenance programs available.
 15. The Supplier shall provide timely and accurate technical advice and sales support. The Supplier shall respond to such requests within one (1) working day after receipt of the request. Describe Supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.
 16. Describe technology used to support the contract, include any website links and online capabilities and functionality.
 17. Describe what assistance the Supplier will require from Participating Public Agencies to provide the range of products and services described in this RFP.
 18. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, sustainability, and any resources dedicated to your environmental strategy.
 19. Describe the Supplier's safety record.
 20. Describe the financial condition of Supplier.
 21. Provide any additional information relevant to this section.

C. References and Experience (20 points)

1. Provide a brief history of the supplier, including year it was established and corporate office location.
2. Describe supplier's reputation in the marketplace and an estimated market share within North America.
3. Describe supplier's experience working with public entities in the government sector.
4. For Supplier's providing Comprehensive Energy Consulting and Management Services, indicate the Supplier's:
 - Number of years' experience working in energy markets;
 - Education and experience with evaluation of financial viability of energy companies;
 - Technical expertise in energy management practices;
 - And verifiable experience with consulting on projects of similar size and scope.
5. Describe supplier's experience working with public entities with regards to natural gas, electricity, renewable energy, building efficiencies, smart technology, fuel procurement and/or energy price risk management. Include all aspects of the supplier's business as it relates to this RFP.
6. Describe the experience, technical expertise and qualification of key employees, preference given for suppliers that have personnel with more than 5 years' experience.
7. Describe any social diversity initiatives.
8. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
9. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
10. Provide any additional information relevant to this section.

D. Value Added Products/Services (10 points)

1. Provide any additional information related to products and services the Supplier proposes to enhance and add value to the contract.
2. Provide a detailed list of the additional service and/or product offerings, include pricing structures for each of these items. Offerors are encouraged to provide a complete product and service offering/balance of line.

E. Clarifications/Discussions. Region 14 ESC may request additional information or clarification from any of the suppliers after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give supplier an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those supplier's whose proposals are determined to be reasonably susceptible of being selected for award. Region 14 ESC will not assist supplier in bringing its proposal up to the level of other proposals through clarifications or discussions. Region 14 ESC will not indicate to supplier a cost or price that it must meet to obtain further consideration, nor will it provide any information about other suppliers' proposals or prices.

F. Competitive Range or Shortlist. It may be necessary for Region 14 ESC to establish a competitive range or shortlist. Responses not in the competitive range or shortlist do not receive further award consideration. Region 14 ESC may determine establishing a competitive range or shortlist is not necessary. Inclusion in the competitive range or shortlist does not

constitute a contract award. Should a competitive range or shortlist be used, further evaluation and scoring to determine contract award will be used.

- G. Oral Presentations/Interviews.** Region 14 ESC reserves the right to conduct interviews or demonstrations with some or all of the suppliers at any point during the evaluation process. However, Region 14 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Region 14 ESC shall not reimburse the supplier for costs associated with the interview process.
- H. Contract Negotiations.** Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing suppliers. Exclusive or concurrent negotiations shall not constitute a contract award, nor shall it confer any property rights to the successful supplier. In the event Region 14 ESC deems that negotiations are not progressing; Region 14 ESC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiation with the next most qualified supplier(s).
- I. Past Performance.** Past performance is relevant information regarding a supplier's actions under previously awarded contracts; including the administrative aspects of performance; the supplier's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the supplier's businesslike concern for the interests of the customer. Past performance will be considered in the evaluation of the responses.

VI. Labor Classification

Worker Classification Definitions	
Architect	Professional Licensed designer providing Architectural drawings
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings-vinyl tile.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drywall/Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids and ceilings
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems and HVAC electrical controls.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines
Refrigeration Field Supervisor	Worker who monitors quality as well as provide technical support to all other Refrigeration technician skill levels
Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons
Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Insulator	Worker who applies, sprays or installs insulation.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Painter/Wall Covering Inst.	Worker who prepares wall surfaces & applies paint and/or wall covering, tape & bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold-water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.

Project Manager	Worker who monitors quality as well as provide technical support to all other Refrigeration technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces
Water proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.
Test & Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports

Labor Billing Rates

Effective Date _____	
CLASSIFICATION	Hourly Rate
Office/District Description	
Architectural	
Asbestos Worker	
Boilermaker	
Bricklayers; Masons	
Carpenter /Case worker	
Carpet Layers/Floor Installers	

Concrete Finishers	
Data Comm./Telecom Installer	
Delivery personnel	
Drafting	
Drywall Installers; Ceiling Installers	
Electricians	
Elevator Mechanics	
Engineering Design	
Energy Engineer	
Glaziers	
Heavy Equipment Operators	
Helper	
HVAC Commercial A/C technician	
HVAC Light Commercial	
HVAC Helper	
HVAC Field Supervisor	
HVAC Refrigeration technician	
HVAC Duct installer	
HVAC Filter technician	
HVAC Building Automation technician	
Infrared Technician	
Insulators	

Ironworkers	
Laborers	
Lathers	
Light Equipment Operators	
Metal Building Assembler	
Millwrights	
Operating Engineer	
Painters/Wall Covering Installers	
Pipefitters	
Plasterers	
Plumbers	
Project Manager	
Project Administrator	
Project Engineering	
Refrigeration Technician	
Refrigeration Supervisor	
Roofers	
Sheet Metal Workers	
Sprinkler Fitters	
Terrazzo Workers	
Test & Balance Technician	
Tile Setters	
Water proofers/Caulkers	

Water Treatment Technician	
Miscellaneous Material Margins	To be Filled in
Labor Coefficient	To be Filled in

VII. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Company Name

Address

City State Zip

Telephone Number Fax Number

Email Address

Printed Name Position

Authorized Signature

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Contact	
		Signature
		Printed Name
Address		Position with Company
	Official Authorizing Proposal	Signature
		Printed Name
Phone		Position with Company
Fax		

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

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

Signature of Named Authorized Company Representative

Date

Appendix B – OMNIA Partners Exhibits



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 14 ESC (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for Comprehensive Energy Consulting And Management Services, Building and Other Energy Solutions, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,

obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers who are providing Comprehensive Energy Consulting and Management Services, are required to pay an Administrative Fee of fifteen (15%) of aggregate collected fees of Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Suppliers who are providing Building and Other Energy Solutions, and Related Products and Services, are required to pay an Administrative Fee of 4% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each

Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise

☐ Yes ☐ No

 If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

 If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

 If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

 If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder

☐ Yes ☐ No

 If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.

Appendix B – OMNIA Partners Exhibits

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Appendix B – OMNIA Partners Exhibits

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;

Appendix B – OMNIA Partners Exhibits

- A dedicated toll-free number and email address for OMNIA Partners
- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Appendix B – OMNIA Partners Exhibits

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
 \$ _____ .00 in year two
 \$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

Appendix B – OMNIA Partners Exhibits

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

Appendix B – OMNIA Partners Exhibits

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

Appendix B – OMNIA Partners Exhibits

reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners’ reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners’ costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners’ rights and obligations hereunder may be assigned at OMNIA Partners’ sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

Appendix B – OMNIA Partners Exhibits

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**OMNIA PARTNERS, PUBLIC
SECTOR, INC.**

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days’ written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

<u>Participating Public Agency:</u>	<u>OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:</u> OMNIA PARTNERS, PUBLIC SECTOR, INC.
_____ Authorized Signature	_____ Signature Sarah E. Vavra
_____ Name	_____ Name Sr. Vice President, Public Sector Contracting
_____ Title and Agency Name	_____ Title
_____ Date	_____ Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

[illegible]

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version March 19, 2024

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) 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 (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

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

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code:
Version March 19, 2024

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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; and
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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror’s response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners’ ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
Reference: VII-H	
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities

Relationship to Vendor/ Bidder

Description of Activities

Duration of Engagement

Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.
-

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version March 19, 2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

DPP Rev. 12.13.2021

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at <http://www.usa.gov/state-governments> and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR

CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR
 CITY OF TUALATIN, OR
 CITY OF WALKER, LA
 CITY OF WARRENTON, OR
 CITY OF WEST LINN, OR
 CITY OF WILSONVILLE, OR
 CITY OF WINSTON, OR
 CITY OF WOODBURN, OR
 LEAGUE OF OREGON CITES
 THE CITY OF HAPPY VALLEY OREGON
 ALPINE, UT
 ALTA, UT
 ALTAMONT, UT
 ALTON, UT
 AMALGA, UT
 AMERICAN FORK CITY, UT
 ANNABELLA, UT
 ANTIMONY, UT
 APPLE VALLEY, UT
 AURORA, UT
 BALLARD, UT
 BEAR RIVER CITY, UT
 BEAVER, UT
 BICKNELL, UT
 BIG WATER, UT
 BLANDING, UT
 BLUFFDALE, UT
 BOULDER, UT
 CITY OF BOUNTIFUL, UT
 BRIAN HEAD, UT
 BRIGHAM CITY CORPORATION, UT
 BRYCE CANYON CITY, UT
 CANNONVILLE, UT
 CASTLE DALE, UT
 CASTLE VALLEY, UT
 CITY OF CEDAR CITY, UT
 CEDAR FORT, UT
 CITY OF CEDAR HILLS, UT
 CENTERFIELD, UT
 CENTERVILLE CITY CORPORATION, UT
 CENTRAL VALLEY, UT
 CHARLESTON, UT
 CIRCLEVILLE, UT
 CLARKSTON, UT
 CLAWSON, UT
 CLEARFIELD, UT
 CLEVELAND, UT
 CLINTON CITY CORPORATION, UT
 COALVILLE, UT
 CORINNE, UT
 CORNISH, UT
 COTTONWOOD HEIGHTS, UT
 DANIEL, UT
 DELTA, UT
 DEWEYVILLE, UT
 DRAPER CITY, UT
 DUCHESNE, UT
 EAGLE MOUNTAIN, UT
 EAST CARBON, UT
 ELK RIDGE, UT

ELMO, UT
 ELSINORE, UT
 ELWOOD, UT
 EMERY, UT
 ENOCH, UT
 ENTERPRISE, UT
 EPHRAIM, UT
 ESCALANTE, UT
 EUREKA, UT
 FAIRFIELD, UT
 FAIRVIEW, UT
 FARMINGTON, UT
 FARR WEST, UT
 FAYETTE, UT
 FERRON, UT
 FIELDING, UT
 FILLMORE, UT
 FOUNTAIN GREEN, UT
 FRANCIS, UT
 FRUIT HEIGHTS, UT
 GARDEN CITY, UT
 GARLAND, UT
 GENOLA, UT
 GLENDALE, UT
 GLENWOOD, UT
 GOSHEN, UT
 GRANTSVILLE, UT
 GREEN RIVER, UT
 GUNNISON, UT
 HANKSVILLE, UT
 HARRISVILLE, UT
 HATCH, UT
 HEBER CITY CORPORATION, UT
 HELPER, UT
 HENEFER, UT
 HENRIEVILLE, UT
 HERRIMAN, UT
 HIDEOUT, UT
 HIGHLAND, UT
 HILDALE, UT
 HINCKLEY, UT
 HOLDEN, UT
 HOLLADAY, UT
 HONEYVILLE, UT
 HOOPER, UT
 HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE, UT
 HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT
 KINGSTON, UT
 KOOSHAREM, UT
 LAKETOWN, UT
 LA VERKIN, UT
 LAYTON, UT
 LEAMINGTON, UT
 LEEDS, UT

LEHI CITY CORPORATION, UT
 LEVAN, UT
 LEWISTON, UT
 LINDON, UT
 LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT

RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOEELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA

CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
 OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA

WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT
 COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF UINTAH, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
 AUTHORITIES, RESERVATIONS AND UTILITIES
 INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
 ADEL WATER IMPROVEMENT DISTRICT, OR
 ADRIAN R.F.P.D., OR
 AGNESS COMMUNITY LIBRARY, OR
 AGNESS-ILLAHE R.F.P.D., OR
 AGRICULTURE EDUCATION SERVICE EXTENSION
 DISTRICT, OR
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
 OR
 ALFALFA FIRE DISTRICT, OR
 ALSEA R.F.P.D., OR
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
 OR
 AMITY FIRE DISTRICT, OR
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
 OR
 APPLEGATE VALLEY R.F.P.D. #9, OR
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
 OR
 ARCH CAPE SANITARY DISTRICT, OR
 ARNOLD IRRIGATION DISTRICT, OR
 ASH CREEK WATER CONTROL DISTRICT, OR
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR
 AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT,
 OR
 BANDON R.F.P.D., OR
 BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION
 DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY,
 INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
 DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT
 DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE
 SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,
 OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION
 DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,
 OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL
 DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD
 DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR

BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE
 DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
 OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
 OR
 CHRISTMAS VALLEY PARK & RECREATION
 DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL
 DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT
 COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR

CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
 INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
 OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
 OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER
 DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT
 DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION
 SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT,
 OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,
 OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE
 DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR

CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE
 DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION
 DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE
 DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT,
 OR
 EAST UMATILLA COUNTY AMBULANCE AREA
 HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION
 DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD
 DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT,
 OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
 OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION
 DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT,
 OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR

Version March 19, 2024

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION
 DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
 DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
 OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION
 DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
 OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION
 DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
 OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL
 SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION
 DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR

JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR

LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR

MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR

MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKE CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR

OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY
 AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR

PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR

RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR

SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR

SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR

UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 SALEM-KEIZER PUBLIC SCHOOLS 24J
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT

NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT

Version March 19, 2024

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

Region 14 Education Service Center (ESC)

Contract # 158962

for

Comprehensive Energy Consulting and Management Services,
Building and Other Energy Solutions, and Related Products and
Services

with

Ameresco, Inc.

Effective: November 15, 2024

The following documents comprise the executed contract between the Region 14 Education Service Center and Ameresco, Inc., effective November 15, 2024:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and any Addenda, incorporated by reference



Response to Request for Proposal No. RFP 24-S889

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 1 – Signature Form

Prepared for

Region 14 Education Service Center
on behalf of itself and other government agencies and made
available through OMNIA Partners, Public Sector, Inc.

July 18, 2024

This Proposal contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.

VII. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Ameresco, Inc.
Company Name

2355 E. Camelback Road, Suite 410
Address

Phoenix	AZ	85016
City	State	Zip

480.499.9150	480.499.9170
Telephone Number	Fax Number

rhaxton@ameresco.com
Email Address

Ron Haxton	Senior Vice President - Business Development
Printed Name	Position

Ron Haxton
Ron Haxton (Jul 6, 2024 08:31 PDT)
Authorized Signature



Response to Request for Proposal No. RFP 24-S889

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 2 – Pricing

Prepared for

Region 14 Education Service Center
on behalf of itself and other government agencies and made
available through OMNIA Partners, Public Sector, Inc.

July 18, 2024

This Proposal contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.



Section 2 – Pricing

Table of Contents

A. Availability of Services, Products and Pricing..... 2-1

Supplier Proposal..... 2-1

Pricing Structures..... 2-1

Pricing Update Frequency 2-11

Shipping 2-12

Delivery or Installation Services 2-12

Contract Fullfillment 2-12

Offers, Promotions, Discounts or Rebates..... 2-12

Contract Pricing Verification 2-12

Invoicing and Payment Processes 2-12

Payment Types 2-13

Future Products 2-13

Additional Information 2-13

Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc.
(Solicitation No.: RFP 24-S889)

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 2 – Pricing

A. Availability of Services, Products and Pricing



A. Availability of Services, Products and Pricing

Supplier Proposal

-
1. *Indicate if the Supplier is providing: Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions and Other Related Products and Services, or both.*
-

Ameresco, Inc. is submitting this proposal for both Comprehensive Energy Consulting and Management Services, as well as Building and Other Energy Solutions and Other Related Products and Services.

Pricing Structures

-
2. *Describe the Suppliers pricing structures for products, services, warranties, and labor-based rates. Price lists provided will be used to establish the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Suppliers may elect to limit their proposals to any category or categories.*
 - a. *Any discounts proposed should remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.*
-

As mentioned throughout Ameresco's proposal, our objective approach enables us to implement the most advanced technologies to meet the unique needs of each Member. Our designs and services are based only on our customer needs. We deploy best-in-class solutions with no technical or vendor bias, ensuring that Members's receive best pricing.

Ameresco offers preeminent experts in solar and energy storage, microgrids, streetlighting and smart cities, renewable natural gas (waste to energy), Public-Private Partnerships (P3), Power Purchase Agreements, decarbonization, and other areas of innovation. This allows us to bring the best experts into the project in the most streamlined and cost-effective structure.

Whenever possible, Ameresco directly purchases all major equipment and systems through established national buying agreements. Quotes are solicited on a project-by-project to ensure that Members receive the lowest possible equipment cost available in the marketplace. This approach also allows Ameresco to install the Member's preferred equipment brands rather than low-bid equipment typically furnished by subcontractors. Because of our transparent pricing structure, Members see construction and procurement costs—there are no hidden costs or markups in our pricing.

Pricing is project dependent and therefore a standard pricing list is not available. Ameresco's pricing strategy and structure follows:

Energy Conservation/Generation and/or Utility or Infrastructure Upgrade

Unlike a traditional commodity purchase, an energy conservation/generation and/or utility or infrastructure upgrade project cannot be procured utilizing a simple "price per unit" scheme. Energy and utility conservation and/or upgrade projects are dynamic structures which are developed for and structured to meet the unique needs of each individual Member.

Ameresco's energy conservation/generation and/or utility or infrastructure upgrade project projects have distinct phases:

- **Phase I. Project Identification, Preliminary, and/or Investment Grade Audit.** Project definition and engineering. Selection of final project measures.



- **Phase II. Construction.** Ameresco serves as the Design/Build General Contractor for the installation of the final measures selected during Phase I.
- **Phase III. Performance Period (*if an ESPC or guaranteed energy savings/generation project*).** Measurement and verification services to assure anticipated savings are being achieved.

Each phase can be priced separately or as a comprehensive energy services package. The pricing structure of each phase is outlined below.

Project Identification, Feasibility/Preliminary Audit, and/or Investment Grade Audit Pricing Structure

Depending on the level of project identification and feasibility analysis necessary based on Member's objectives, risk tolerance, financial parameters, and desired project contracting method, among other factors, the cost to perform a feasibility analysis can vary widely as shown below:

- **Investment Grade Audit.** The cost of the Investment Grade Audit is a fixed price based on the square footage of the buildings included in the scope of work and the depth of analysis that the Member is interested in. Unique areas such as parking structures or water treatment systems are priced based on the retrofit technologies to be evaluated. The cost of the Investment Grade Audit will be included in the construction cost of the project if the Member moves into the implementation phase of the retrofits. An Investment Grade Audit is completed for comprehensive energy conservation and upgrade projects that include a long-term performance guarantee (e.g., energy savings performance contract (ESPC) project).
- **Flat Fee.** Energy projects comprising an already identified single measure (e.g., like-for-like equipment replacement, renewable energy preliminary deliverable, etc.); whereby a fixed price can be established based on number of systems to be evaluated, type of systems to be evaluated, and depth of the engineering details that the Member wishes to receive; or for where the Member has selected a contracting method whereby the cost of the deliverable is generally standalone from the construction price.
- **No-Cost.** An example of where Ameresco may not charge a project identification, preliminary and/or Investment Grade fee would include scope that has already been identified and/or designed or where the Member has selected a third-party designer, whereby Ameresco is providing turnkey general contractor services. In this case, Ameresco's fees would likely be based on a markup structure and included as part of the construction pricing provided to the Member.

Construction Pricing Structure

Ameresco can work with Members on an "open book" basis for determining the cost of the individual energy conservation/generation and/or utility or infrastructure upgrade project.

Ameresco approaches pricing by leveraging past project experience and strong partner relationships. Similar scope elements can quickly be assessed from other projects, while key scope differences are quantified and accounted for to give confidence and justification to our prices. Ameresco solicits multiple subcontractors that have demonstrated the capability to install the measures in a high-quality manner. We also solicit multiple vendors of the major pieces of equipment to get competitive pricing. All known site conditions are accounted for as best as possible, as early as possible, to give the most complete picture of realistic pricing.

These material and labor costs for installation along with any outsourced detailed engineering costs, as



necessitated by scope, are the “Direct Costs” of the project. The cost of the professional services provided by Ameresco will be determined as a percentage of the Direct Costs. A fixed overhead and profit percentage is then applied to the Direct Costs and professional services. **All the percentages used for the professional services, overhead, and profit will be mutually agreed upon with the Member.**

Categories of professional services may include:

- Engineering and Design
- Performance and Payment Bond
- Construction Management
- Monitoring and Verification at Construction
- Training
- Legal Services
- Warranty Service
- Travel
- Overhead
- Profit

Measurement and Verification Pricing Structure

Ameresco can provide a performance guarantee that the energy measures will produce the savings/generation/accuracy projected in the Investment Grade Audit. The length of the term of the performance guarantee is flexible and is the choice of the Member. Measurement and verification (M&V) of the installed measures is required for Ameresco to provide a performance guarantee. An M&V report will be prepared on an annual basis that presents the actual savings/generation achieved as compared to the guarantee. Reports can be generated more frequently if desired by the Member.

The cost of the M&V services is dependent on the M&V methodology selected by the Member and the number of reports generated each year. Ameresco uses the International Performance Measurement and Verification Protocol (IPMVP) and Federal Energy Management Program (FEMP) M&V protocols to create M&V plans. The M&V plan is written collaboratively with the Member during the Investment Grade Audit phase.



Energy Consulting and Management Services

- b. *For Energy Consulting and Management Services, Offerors must submit a fee schedule in a manner that allows for clear calculation of price based on one or more criteria. Presentation in a table and/or matrix type of format is desired.*
- 1. For services involving the procurement of a commodity, proposer shall display its pricing in a format that may be composed of such factors as energy usage (kWh, Dth, gallon, etc.).*
 - 2. For data management and bill auditing services, proposer shall display pricing in a format that may be composed of such factors as number of bills per month and level of service.*
 - 3. For services where there is a revenue sharing component, such as bill auditing, proposer shall display pricing in a format that may be composed of such factors as number of meters, number of bills, size of utility spend, etc.*
 - 4. Consulting services shall be displayed on a cost per hour, either all-inclusive or cost per position (manager, director, vice-president, etc.).*
 - 5. Any other applicable component necessary to achieve pricing as described above is acceptable.*

Energy Supply Management

The primary process will be in identifying aggregate load to be served, including legal entities, account numbers, utilities, historical usage(s), and associated costs. Ameresco will pre-screen much of this prior to implementation. Given the large number of decision makers/purchasers, individual Members must be provided the ability to opt in or opt out, well in advance of execution. Our recommended approach is to issue a standard membership agreement that is acceptable to the Member up front.

Ameresco’s proposed fee structure for energy procurement services is usage based. By that, we mean a fee would be added to the cost of supply. This is the best way to have the cost of our services apportioned across the portfolio. As more Members sign onto the program and the workload increases, so does our remuneration.

Ameresco’s fee per Member that enters a contract for electricity, natural gas, or both:

AssetPlanner®

 The individual Member is responsible for entering their own data (monthly electric and gas consumption) and Ameresco will provide training resources including video, PDF’s, and a dedicated line to call for assistance. This can be set up so OMNIA Partners can view all sites for comparison, while individual members can only view their site. Other customers have used the platform to create incentives for conserving energy, offering an award for the highest year over year reduction.

Ameresco Asset Sustainability Services

Ameresco Asset Sustainability Consulting Fees – Pricing Guidance (Cents per Square Foot)

Table 2.1. Ameresco Asset Sustainability Consulting Fees – Pricing Guidance (¢/ft²)

Portfolio Square Feet (Assumed # of Facilities)		<500,000 SF (< 10)	<1,000,000 SF (< 20)	< 2,000,000 SF (< 40)	< 5,000,000 SF (< 100)	< 10,000,000 SF (< 200)	< 20,000,000 SF (< 400)	< 100 Million SF (≥ 400)
Consulting Services								
Capital Planning	<u>ESSENTIALS: Software Setup & Onboarding:</u> Configuration, Asset Register, User Training, Reports & Dashboards							
	<u>PREFERRED: Add On to ESSENTIALS</u> Lifecycle Modeling Template Development, Prioritization Schema, Asset Reviews, Quality Assurance, Needs Analysis, & Executive Summary							
	<u>FCAs: Add On to PREFERRED</u> Visual, non-intrusive, facility condition assessment of equipment and systems compliant with Uniformat Level 2-3 Classification							
	<u>FCAs: Specialized</u> Visual, non-intrusive, assessment of equipment and systems compliant with Uniformat Level 4 Classification. Assessment of specialist systems in alignment with code, ADA, or other compliance standards							
Maintenance Management	<u>ESSENTIALS: Software Setup & Onboarding</u> Configuration, Asset Register, Templates, Tasks, User Training, Reports & Dashboards							
	<u>PREFERRED: Advanced Functionality</u> ESSENTIALS Plus. Customer Workflows, Smart Checklists, Fault Detection & Predictive Maintenance							
Energy Management	<u>ESSENTIALS: Software Setup & Onboarding</u> Configuration, Asset Register, User Training, Historical Data Import, Reports & Dashboards							
	<u>PREFERRED: Additional Services</u> ESSENTIALS Plus. Configure Rules Engine, Rules Hierarchy, Alerts & Notifications, Dashboard, & Custom Workflows, Consulting & Advisory, Decarbonization & Net Zero Planning							

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)



Ameresco Asset Sustainability Subscription Fees – Pricing Guidance (per Square Foot)

Table 2.2. Ameresco Asset Sustainability Subscription Fees – Pricing Guidance (price/ft²)

Portfolio Square Feet (Assumed # of Facilities)		<500,000 SF (< 10)	< 1,000,000 SF (< 20)	< 2,000,000 SF (< 40)	< 5,000,000 SF (< 100)	< 10,000,000 SF (< 200)	< 20,000,000 SF (< 400)	< 100 Million SF (≥ 400)
Module Name								
Capital Planning	Asset Planning							
	Project Planning							
	AuditPlanner Mobile Application							
Maintenance Management	Preventative Maintenance							
	Service Request							

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Table 2.3. Ameresco AssetPlanner Annual Subscription Fee (\$/Meter)

Data Format / Type	Monthly Meter Data (Utility Bills)	Interval Meter Data (Whole Building, Sub-Metering)	High Velocity / Real-Time Data (IoT, DER, BAS)
Module and Service Name	\$ per Year	\$ per Year	\$ per Year
Energy and Sustainability (E&S): Subscription provides access to unlimited users with advanced features and functionality to support energy management, sustainability reporting, and utility bill management. Access to a wide array of charts, reports, and dashboards to tell data stories for consumption, cost, demand, and carbon emissions at the building, building category, or portfolio level.			
Streamlined Data Management (E&S): Streamline and digitize data from utility bills, or interval meters, and structure for analysis and reporting. Establish ongoing workflows to automate data management processes and quality checks.			
Utility Bill Management (E&S): Unlock other value add services including an automated workflow for accounts payable, custom compliance reporting and integrations (i.e., ESPM, GHG, ESG), bill resolution services, and rate analysis.			
Analytics Planner (AnPI): Subscription provides access to unlimited users to support real-time monitoring of building assets or distributed energy resources such as Solar PV. Advanced features and functionality enable advanced analytics, fault detection and diagnostics, custom maintenance workflows, reporting, and dashboards.			
Streamlined Data Acquisition (AnPI): Streamline and digitize high velocity, near real-time data from building automation systems (BAS), IoT devices, or distributed energy resource (DER) assets for analysis and reporting. Establish connections and ongoing workflows to automate data management processes and quality checks.			

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Table 2.4. Ameresco Advisory Services – Energy and Climate

Service Description	Standard	Premium
Program Development (Energy Management): Establish an energy management program to help reduce consumption and costs throughout the organization. Produce a policy charter documenting stakeholders, long-term goals, short-term targets, and energy baselines. Perform energy benchmarking and prioritize buildings for further investigation and audits. Develop a plan-do-check-act program and help measure savings and communicate successes for buy-in and continuous improvement.		
Sustainability Reporting: Prepare an audit-grade GHG Inventory for Scope 1, 2, and 3 emission sources and categories. Establish data management workflows to collect, organize, and transform raw data from source. Perform GHG emissions calculations following industry standards, using reputable emissions sources, and provide an audit trail for reporting and disclosures. Support customers with value-add presentations and advisory annually as it relates to sustainability reporting.		
Decarbonization Services – Needs Analysis: Produce a comprehensive needs analysis to benchmark, categorize, and prioritize buildings for further investigation within a customer profile. Building upon existing consumption, cost, or carbon baselines, and physical asset condition data, to categorize buildings by several characteristics that helps identify emissions reduction measures (ERMs) and prioritizes representative buildings for decarbonization assessments).		
Decarbonization Services – Decarbonization Assessments: Perform decarbonization assessments on representative building assets based on a comprehensive portfolio needs analysis which prioritizes prototypical buildings for further investigation. We will assess existing equipment, electrical service capacity, combustion equipment inventory, and on-site renewable feasibility. We will identify and evaluate ERMs, quantify costs and savings, and findings will be scaled across similar buildings within the portfolio.		
Decarbonization Services – Decarbonization Plan: Establish an actionable framework and roadmap for achieving 100% carbon emission reductions across the portfolio for Scope 1 and 2 emissions. The plan will articulate a recommended pathway which incorporates a tailored evaluation criteria and decision development framework informed by stakeholders. The pathway will incorporate 3-4 key scenarios which are based upon packages of measures which have been bundled and sequenced for impact relative to a baseline, interim targets, and a final goal year target. The plan will remain flexible for future iterations, growth, or changes within the portfolio and should be utilized as a living document for the organization.		

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Ameresco Asset Sustainability Consulting Fees – Pricing Guidance

Table 2.5. Ameresco AssetPlanner Annual Subscription Fee (\$/Meter)

Data Format / Type	Monthly Meter Data (Utility Bills)	Interval Meter Data (Whole Building, Sub-Metering)	High Volume / Velocity Data (IoT, DER, Building Automation)
Module Name	\$ per Year	\$ per Year	\$ per Year
Energy and Sustainability Provide a software subscription to unlimited users with access to data import tools and templates to manage energy and sustainability data pipeline			
Data Acquisition Automate and digitize data from utility bills, or interval meters, and structure for analysis and reporting			
Data Management (Add-Ons) Accounts Payable Workflow, Energy Star Integrations, Carbon Reporting Integrations, Bill Resolutions Services			
Analytics Planner Fault Detection & Diagnostics, Advanced Analytics, Custom Workflows for Maintenance, EMaaS			

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Ameresco Asset Sustainability – Additional Services

Any additional services outside the scope of the project will be charged according to the rate schedule below of developed in mutually agreed upon scoping document. Rate Schedules for the various staff members are listed as follows:

Table 2.6. Ameresco Asset Sustainability Additional Services

Role Description	Hourly Rates (\$/Hour)
Administrator	
Technical Support	
Energy Analyst / Project Coordinator	
Energy Supply Management Procurement Advisor	
Data Analyst / Project Coordinator	
Senior Analyst / Data Science	
Senior Natural Gas Procurement Advisor	
Senior Energy Procurement Advisor	
Project Manager / Program Manager	
Director / Senior Manager	
Vice President / Senior Director	
Senior Vice President	

Not-to-Exceed Pricing

- c. Pricing may be submitted as not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Not applicable.

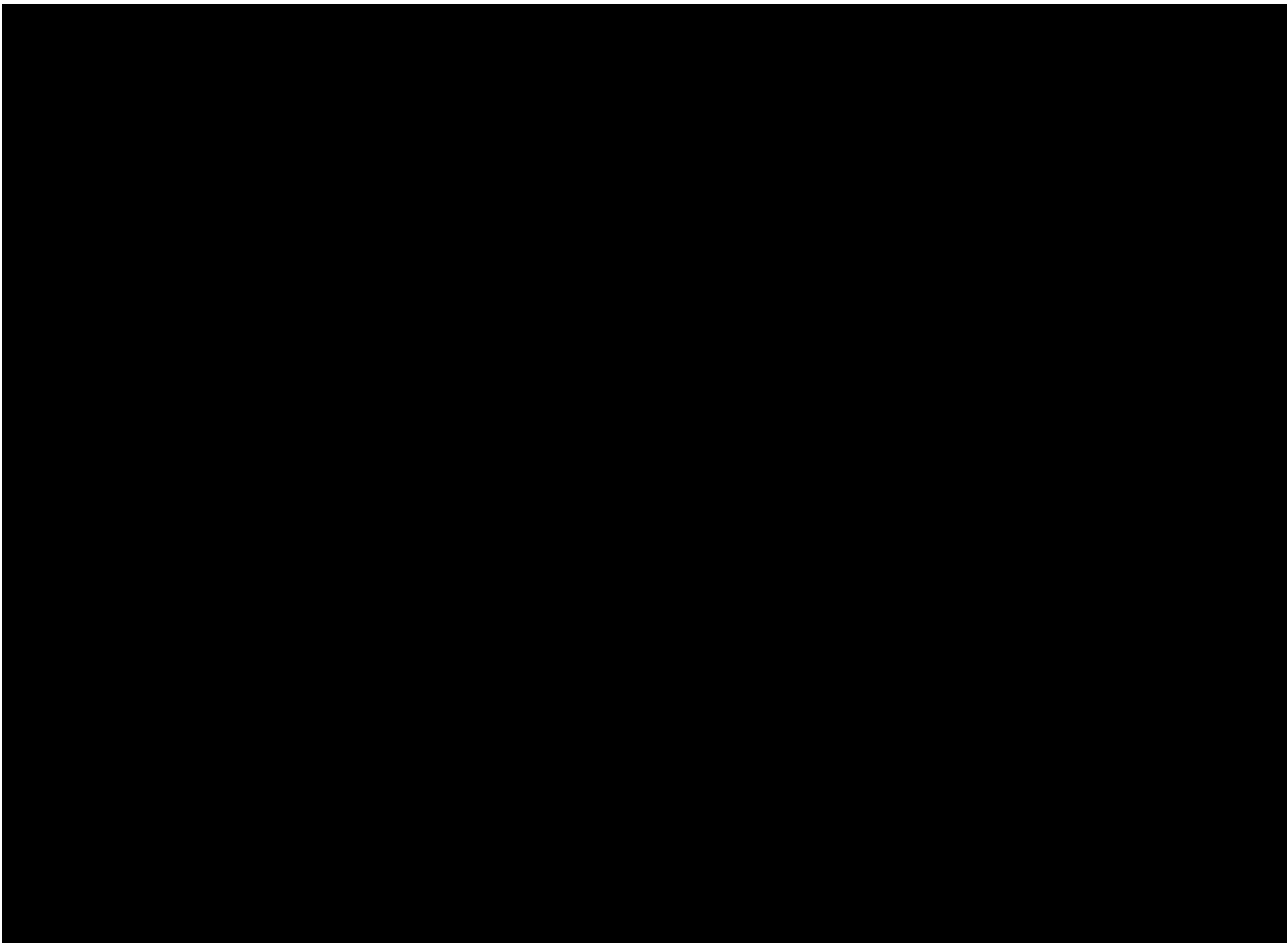


Discounts

- d. Pricing may be based on a discount from a manufacturers price list matrix or catalog, fixed pricing, unit pricing, or set labor and hourly rates. As an option, pricing may also be a discount off the City Cost Index when using one of the following: RS Means Construction Procurement Catalog: Facilities Construction Cost Data book; RS Means Construction Procurement Catalog: Electrical Cost Data; and/or RS Means Construction Procurement Catalog: Mechanical Cost Data. When applicable, multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal and additional pricing and/or discounts may be included. Any special discounts due to stocking or faster turn-around times may have higher list price adjustments and shall be listed separately.*

Whenever possible, Ameresco directly purchases all major equipment and systems through established national buying agreements. Quotes are solicited on a project-by-project to ensure that Members receive the lowest possible equipment cost available in the marketplace. This approach also allows Ameresco to install the Member’s preferred equipment brands rather than low-bid equipment typically furnished by subcontractors.

As noted in Section 3 – Ability to Perform, Ameresco maintains a specialized team of smart building control programmers, engineers, technicians, electricians, project managers, and control commissioning professionals. While Ameresco has installed controls solutions representing every conceivable manufacturer and product, in addition to our national buying agreements – including with major controls manufacturers – Ameresco is a certified dealer of Distech Controls, Reliable Controls, and Computrol, allowing the Member to leverage lower pricing when these technologies or systems are selected for project inclusion. The following manufacturer discount(s) are available to Members.



Labor-Based Pricing

- e. For labor-based pricing with billable rates, pricing shall list the classifications of labor with billable rates for each offeror's office(s), territories, or district(s) along with any sub-office pricing as required. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Subcontractor labor shall not be recognized separately. Each respondent shall determine their subcontractor's labor rate as a prime labor classification (for example, an electrician's labor rate shall be calculated based on the offeror's subcontractor's labor billable rate plus respondent's normal margins on subcontractor labor.) Additionally, the hours for each task in a scope of work shall USE a benchmark against an established data set (e.g.; RS Means Construction Procurement Catalog or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means Construction Procurement Catalog or others) cost index by each offeror's office(s), territories or district(s) to determine effectiveness of providing these tasks.
1. The high-performance building related labor classifications are designated under Section VI. Labor Classification.
 2. Include breakdowns of standard labor rates, overtime rates, and per diem rates (per person/per day). Indicate if there is a minimum charge of hours for services.
 3. Rates may be adjusted annually with approved justification based on increases of field labor adjustments, material price index changes, and operating expense changes from the previous year.
 4. Consulting services shall be displayed on a cost per hour, either all-inclusive or cost per position (manager, director, vice-president, etc.).

Not applicable. Please reference Ameresco's response to [Question 2.a](#) on the preceding pages.

Table 2.8. Ameresco Labor Billing Rates

Effective Date: July 18, 2024

Classification Office/District Description	Hourly Rate (\$/Hour)
Architectural	N/A
Asbestos Worker	N/A
Boilermaker	N/A
Bricklayers; Masons	N/A
Carpenter /Case worker	N/A
Carpet Layers/Floor Installers	N/A
Concrete Finishers	N/A
Data Comm./Telecom Installer	N/A
Delivery Personnel	N/A
Drafting	N/A
Drywall Installers; Ceiling Installers	N/A
Electricians	N/A
Elevator Mechanics	N/A
Engineering Design	N/A
Energy Engineer	N/A
Glaziers	N/A
Heavy Equipment Operators	N/A
Helper	N/A
HVAC Commercial A/C technician	N/A
HVAC Light Commercial	N/A
HVAC Helper	N/A
HVAC Field Supervisor	N/A
HVAC Refrigeration technician	N/A
HVAC Duct Installer	N/A
HVAC Filter technician	N/A
HVAC Building Automation technician	N/A
Infrared Technician	N/A
Insulators	N/A
Ironworkers	N/A



Table 2.8. Ameresco Labor Billing Rates
Effective Date: July 18, 2024

Classification	Hourly Rate (\$/Hour)
Laborers	N/A
Lathers	N/A
Light Equipment Operators	N/A
Metal Building Assembler	N/A
Millwrights	N/A
Operating Engineer	N/A
Painters/Wall Covering Installers	N/A
Pipefitters	N/A
Plumbers	N/A
Project Manager	N/A
Project Administrator	N/A
Project Engineering	N/A
Refrigeration Technician	N/A
Refrigeration Supervisor	N/A
Roofers	N/A
Sheet Metal Workers	N/A
Sprinkler Fitters	N/A
Terrazzo Workers	N/A
Test & Balance Technician	N/A
Tile Setters	N/A
Water Proofers/Caulkers	N/A
Water Treatment Technician	N/A
Miscellaneous Material Margins	N/A
Labor Coefficient	N/A

Emergency or Disaster Recovery Situation Utilizing Federal Funding

- f. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

Ameresco will comply with all federal requirements for any project utilizing federal funding.

Pricing Update Frequency

3. Propose the frequency of updates to the supplier’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.

There are occasions where certain Ameresco pricing must be updated to align with market conditions. Barring any special circumstances, it is anticipated that this request would occur no more than once per year.

Should Ameresco wish to introduce an additional service or solution not currently outlined in this proposal, Ameresco will request the addition of the service or solution following the processes outlined by OMNIA Partners for submission and approval of such addition(s).

Shipping

-
4. *If applicable, describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*
-

Not applicable.

Delivery or Installation Services

-
5. *Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.*
-

Please reference Ameresco's pricing methodology provided herein.

Contract Fulfillment

-
6. *Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.*
- Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates.*
 - Purchase orders and payment can only be made to the awarded supplier, or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.*
-

Not applicable. Ameresco is not a manufacturer.

Offers, Promotions, Discounts or Rebates

-
7. *Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.*
-

Not applicable. Ameresco is not a manufacturer.

Contract Pricing Verification

-
8. *Describe how customers verify they are receiving the correct contract pricing.*
-

The pricing provided herein and as updated throughout the Master Agreement, if necessary, will be available to Members via the OMNIA Partners membership portion its website. Further, a weblink to this portal will be included on Ameresco's dedicated OMNIA Partners webpage for Members.

Invoicing and Payment Processes

-
9. *Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.*
-

Ameresco practices industry standard billing and invoicing procedures as established by the American Institute of Architects. As an example, standard billing procedures to a Member utilizing an Energy Services Agreement follows:

- A typical agreement will allow for monthly progress billing based on percentage completed until



the project is delivered. Invoices are prepared by the project manager and approved by the Director of Engineering and Operations. Ameresco's invoices are concise, easy to understand, and specifically identify each component of work installed during that month.

- Invoices are prepared in three parts:
 - Invoice cover summary sheet, which summarizes the project status for the month end.
 - Payment application sheet, which provides a breakdown of the project cost by specific measure and by facility. The payment application identifies the specific charges for the work performed during the period and previous invoices.
 - Supporting documentation such as Release of Liens, Certified Payroll, equipment partial and full acceptance certificates, and any additional documentation required.

All invoicing can be modified to meet a Members' needs and requirements.

Invoices are due Net 30 days and are immediately posted to Members' accounts on the date of receipt. Payments can be made via electronic wire or check.

Payment Types

10. Indicate the payment types accepted and if credit cards are assessed a convenience fee.

Please see response to Question 9 above.

Future Products

11. Describe how future product introductions will be priced and align with contracting pricing proposed.

Should Ameresco wish to introduce an additional service or solution not currently outlined in this proposal, Ameresco will request the addition of the service or solution following the processes outlined by OMNIA Partners for submission and approval of such addition(s).

Additional Information

12. Provide any additional information relevant to this section.

Not applicable.



Response to Request for Proposal No. RFP 24-S889

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 3 – Ability to Perform

Prepared for

Region 14 Education Service Center
on behalf of itself and other government agencies and made
available through OMNIA Partners, Public Sector, Inc.

July 18, 2024

This Proposal contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.

Section 3 – Ability to Perform

Table of Contents

B. Ability to Perform.....	3-1
Ability to Meet Requirements.....	3-1
Detailed Response to Appendix B, Exhibit A, Section 3.0 “Supplier Response”	3-1
3.1 Company.....	3-1
Brief History and Description of Supplier	3-1
Total and Location of Sales Personnel	3-2
Support Center and Corporate Office Locations	3-2
Annual Sales.....	3-3
Green or Environmental Policies	3-3
Diversity Programs or Partners	3-4
Diverse Supplier Certifications.....	3-5
Diverse Supplier Certifications.....	3-5
Competitive Differentiators.....	3-5
Litigation, Bankruptcy or Reorganization	3-6
Felony Conviction Notice	3-6
Debarment or Suspension Actions	3-6
3.2 Distribution, Logistics.....	3-7
Ameresco’s Product and Services Offerings.....	3-7
Product/Service Distribution.....	3-19
Master Agreement Pricing	3-19
Other Companies Involved in Processing, Handling or Shipping.....	3-19
Distribution Facilities, Warehouses and Retail Network.....	3-19
3.3 Marketing and Sales.....	3-19
Confidential Portions of Response.....	3-19
Ninety-Day Plan to Implement Master Agreement.....	3-19
Ninety-Day Plan to Market Master Agreement.....	3-20
Master Agreement Transition.....	3-22
Logo Use	3-22
Proactive Sales Efforts and Materials	3-23
National Sales Force Training.....	3-23
National Contract Contact Information.....	3-23
National Sales Force Structure	3-24
Sales Efforts to Implement, Grow and Service National Program.....	3-24
National Program Management.....	3-24
Public Agency Sales and Top Customers.....	3-25
Payment Capabilities and Limitations	3-25
Minimum Contract Sales.....	3-26
Public Solicitation Options	3-26
OMNIA Partners Administration Agreement	3-27
Appendix B, Exhibits F and G.....	3-27



- Contract Implementation/Customer Transition Plan 3-27
- Qualifications and Expertise: Energy and High-Performance Building Consulting and Management Services 3-27
- Energy Analyzing, Defining and Monitoring 3-28
 - Energy and Utility Resource Project Analyses 3-29
- New Infrastructure Energy Analysis 3-30
- Comprehensive Energy Management Plan 3-31
- Market Conditions Assessment 3-31
- Strategic Procurement 3-32
- Account Management and Energy Bill Auditing 3-33
- Availability and Timely Fulfillment 3-33
 - Energy, Building and Other Related Products and Services 3-33
 - Energy Supply Management 3-34
- Ordering Methods 3-34
- Ability to Meet Deadlines 3-34
- Service and Warranty Needs 3-34
- Extended Warranty or Service Maintenance Programs 3-35
- Technical Advice and Sales Support 3-35
- Technology Used to Support Contract 3-36
 - Information Technology and Cybersecurity Risk Management 3-36
 - Customer Privacy 3-37
- Public Agency Assistance 3-37
- Environmental Strategy 3-37
- Safety Record 3-38
- Financial Condition 3-38
- Additional Information 3-39
 - Accreditations and Pre-Qualifications 3-39
 - NAESCO 3-39
 - Prequalifications 3-39
 - Financial Options 3-39
 - Resource Center 3-40

[Redacted]

Exhibit 3.2 Proposed Exceptions

Exhibit 3.3 Federal Funds Certifications and New Jersey Business Compliance

[Redacted]

Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc.
(Solicitation No.: RFP 24-S889)

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 3 – Ability to Perform

B. Ability to Perform





B. Ability to Perform

Ability to Meet Requirements

1. Describe the Suppliers ability meet the requirements of a National Cooperative Contract.

Ameresco is committed to partnering with OMNIA Partners, Public Sector, Inc. and its Members to meet the requirements of a National Cooperative Contract, as outlined herein.

Detailed Response to Appendix B, Exhibit A, Section 3.0 “Supplier Response”

- a. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

3.1 Company

Brief History and Description of Supplier

- A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 2000, Ameresco (NYSE:AMRC) is a leading clean technology integrator and renewable energy asset developer, owner, and operator. Our comprehensive portfolio includes energy efficiency, infrastructure upgrades, asset sustainability, and renewable energy solutions.

Our core offerings include the development, design, arrangement of financing, construction, and installation of solutions that deliver measurable cost and energy savings while enhancing the operations, energy security, infrastructure, and resiliency of a facility. These solutions range from comprehensive energy consulting and management services to upgrades to a facility’s energy infrastructure to the development, construction, and operation of renewable energy plants. As a trusted sustainability partner, we are always on a mission to help customers lower their overall carbon footprint and reduce their environmental impact.

Drawing from decades of experience, we develop these tailored energy projects for [federal, state, and local governments](#), [K12 schools](#) and [higher educational](#) and [healthcare institutions](#), airports, [public housing authorities](#), [commercial/industrial customers](#), [transportation and infrastructure](#), and [utilities](#) across the United States, Canada, and Europe.

We have sourced and raised approximately \$5.5 billion in project financing while delivering \$14.4 billion in energy solutions since our inception. Our growth is driven by staying ahead of the curve and at the leading edge of innovation taking place in the energy sector, offering new products and services to new and existing customers.

About Ameresco

Founded in 2000 | Public in 2010

-  **\$14+ Billion** in energy solutions delivered since company inception
-  **4+ GWe** of renewable energy resources contracted or managed (solar, BESS, wind, biogas, RNG, operations & maintenance, etc.)
-  **1,500+ Employees** throughout North America and Europe
-  **60+ Offices** providing local expertise in markets served
-  Embracing **innovation** through tailored projects aligned to customers goals
-  Committed to reduce our customers’ carbon footprints by a cumulative **500 million metric tons by 2050**



In addition to organic growth, strategic acquisitions of complementary businesses and assets, and entering into joint venture arrangements has been, and continues to be an important component to our growth strategy. These strategies enable us to broaden our service offerings and expand our geographical reach.

Vendor and Technology Agnostic

Ameresco is unique in that we are both **vendor neutral** and **technology agnostic** across all product/service lines and **independent of any parent company** or other competing lines of business. Thus, our projects are never influenced by the sale of equipment or systems. This major difference between us and those that also manufacture products, allows us to provide the best product and solution to meet each Member's challenges without the influence of selling a specific product we manufacture.

Ameresco has worked with all major manufacturers. Our deep bench of technical expertise enables Ameresco to present a comprehensive portfolio of innovative energy and infrastructure solutions to our customers.

Total and Location of Sales Personnel

B. Total number and location of salespersons employed by Supplier.

To best serve our expansive customer base, as of December 31, 2023, we have approximately 60 offices located throughout North America and Europe and more than 1,500 dedicated energy and business professionals with years of proven experience and a strong commitment to customer satisfaction. We offer our customers the resources needed to successfully plan, finance, execute and operate energy programs to create sustained economic and operating benefits to fulfill their unique requirements.

Ameresco's sales staff comprises approximately 13% of Ameresco's total employees and are strategically located throughout Ameresco's physical and remote offices to best serve the needs of our customers.

Employees by Geographic Location:

- **United States:** 82.2%
- **Canada:** 5.9%
- **Europe:** 12.0%

A list of Ameresco's offices can be found at: <https://www.ameresco.com/ameresco-office-locations/>

Support Center and Corporate Office Locations

C. Number and location of support centers (if applicable) and location of corporate office.

Every Ameresco employee throughout every office is empowered to deliver support solutions to our customers with passion, expertise, and teamwork. The Member's sales account manager will first be available to provide support related to any Member needs and will be provided with all necessary contact information. Additional contact information for personnel available to provide a variety support will be provided and based on the solution or project being provided to the Member.

Corporate Office Location: 111 Speen Street, Framingham, MA 01701

Annual Sales

D. Annual sales for the three previous fiscal years.

Ameresco's revenue for the last previous years is shown below:

- **2023:** \$1.37 billion
- **2022:** \$1.82 billion
- **2021:** \$1.21 billion

As a publicly traded company, Ameresco's most current prospectus, including Balance Sheet and Cash Flow statement is provided within our audited, publicly available annual 10-K and quarterly 10-Q financial statement information filed with the U.S. Securities and Exchange Commission (SEC). Information can also be found via Ameresco's website at <https://ir.ameresco.com/financial-results>.

a. Submit FEIN and Dunn & Bradstreet report.

Ameresco's Federal Employee Identification Number (FEIN) is 04-3512838. Further, the company's Dunn & Bradstreet number is 60-343-9428. [REDACTED]

Green or Environmental Policies

E. Describe any green or environmental initiatives or policies.

Founded on a mission to create value and provide energy efficient and renewable solutions to the organizations we serve, Ameresco is relentless in the pursuit of a sustainable future. Our core ESG theme of "Doing Well by Doing Good" reflects the inherent and grounded purpose behind our Company's impact. Our stewardship of this theme is demonstrated by our success in delivering solutions that enable a climate positive future.

In 2021, Ameresco committed to achieving carbon neutral scope 1 and scope 2 operations by 2040. To ensure our interim emissions reduction milestones are on pace with actions required to limit warming to 1.5°C, we are committing to establish GHG reduction targets through SBTi by 2025 and validate our net zero targets with science-based certification. In 2022 and 2023, we focused our attention on implementing improved processes while establishing robust data management protocols to prepare for third party assurance and disclosures. Our materiality assessment in 2022 confirmed what we have always known – decarbonizing our operations and making our supply chain more sustainable and climate resilient is considered essential by internal stakeholders, customers, and investors alike. As one stakeholder put it "ESG is our core mission."

Ameresco is progressively improving the management and reporting of carbon emissions as it prepares for increased levels of disclosure in alignment with global reporting standards. As introduced in our 2022 report, our scope 1 and scope 2 emissions calculations are structured to only include sites where we are directly paying the bills, with assets outside of our operational boundary allocated to scope 3.

Ameresco's 2023 estimated scope 1 and 2 emissions were 360,291 metric tons of CO₂ equivalent across our global operations. Since we started reporting, the Company's U.S. operations account for close to 100% of our carbon footprint (scope 1 and scope 2 emissions), the vast majority of which (~99%) can be attributed to our owned energy assets including biogas-to-electricity, biogas distribution, and renewable natural gas.

We intend to continue to improve our emissions reporting methodology to accurately capture our complex operational characteristics. We aim to establish a robust, data-driven baseline in 2025 with science-based targets set to 2030 and beyond, disclosing short- and medium-term targets for scope 1 and 2 emissions en route to net zero.



More information on Ameresco's environmental strategy and initiatives can be found in Ameresco's **2023 Impact Report** by visiting <https://www.ameresco.com/esg/>. A copy of this report has also been included as Exhibit 4.1 2023 Impact Report in Ameresco's Proposal Section 4 – References and Experience.

Diversity Programs or Partners

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Ameresco is dedicated to sourcing services and materials from ethical, resilient, equitable, safe, and sustainable supply chains. Our subcontract agreements require adherence to our Equal Employment Opportunity, Code, environmental safety and health standards, and Child Labor policy.

Ameresco's commitment to diversity, equity, and inclusion extends beyond just our own employees, and impacts our ecosystem of suppliers —service providers, subcontractors, and vendors. We believe that diversity in subcontracting enriches our business practices, fosters innovation, and strengthens our commitment to inclusivity and equity in the communities in which we live, work, and serve.

Many of our customers have goals towards equity and diversity that flow to Ameresco through our contractual arrangements, and as such, Ameresco commits to working collaboratively with our customers to meet or exceed goals through procurement and subcontracting of professional services.

Ameresco will seek to utilize the services of qualified local and small, Disadvantaged, Minority- owned, Women-owned, Emerging Small Business/Veteran-owned Business Enterprises (DMWESB/VBE) and is committed to helping these businesses succeed by encouraging local and diverse supplier participation on all projects.

We demonstrate this commitment through inclusive business practices to build and strengthen business relationships, providing mentorship and training opportunities where possible, and working to help them build a resume that will aid them in securing future work while still supporting Ameresco.

Ameresco is continuously looking to expand and improve our supplier base with the addition of local and/or DMWESB/VBE's in all of our regions. In 2023 we continued to focus on enhancing diversity of our suppliers and invested in our vendor tracking and reporting systems. Ameresco is committed to growing our network through sole source and competitive solicitations, networking opportunities, and by collaborating with organizations that promote the DMWESB/VBE community. Whenever possible, our bidding and outreach process will include one or more of the following activities: collaborating with local, state, and federal supplier diversity programs; partnering with local business trade associations; and hosting procurement conferences and trade fairs for the local DMWESB/VBE community.

Ameresco supports and interacts with a number of diversity alliances. Many of these alliances are locally based and Ameresco does work nationally, resulting in a long list of associations. For example, Ameresco supports HACIA, the Hispanic American Construction Industry Association and the AACA, African American Contractors Association in Chicago.

To enable these goals, Ameresco also commits to continually improving the use of vendor management tools, ensuring efficient tracking of diverse and local suppliers and businesses that we partner with, and the amount of money spent on their services.

Typically, Ameresco's use of diverse suppliers will not affect the pricing provided to the Member; however, should a utilization requirement dictate a premium, this will be submitted transparently to the Member for approval of such a premium as related to the total project cost.



Diverse Supplier Certifications

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- c. Historically Underutilized Business (HUB) ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- d. Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- e. Other recognized diversity certificate holder ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

Diverse Supplier Certifications

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As we do for virtually all our customers, Ameresco will establish subcontractor alliances for the Member on a case-by-case basis. This process keeps us vendor neutral and ensures that we can meet the financial, operational, utilization, and other goals identified by the Member. Subcontractors will be selected in accordance with Ameresco's subcontractor prequalification process, with the Member's approval.

As noted in response to Question 3.1.G above, whenever possible, our bidding and outreach process will include one or more of the following activities: collaborating with local, state, and federal supplier diversity programs; partnering with local business trade associations; and hosting procurement conferences and trade fairs for the local DMWESB/VBE community.

Competitive Differentiators

I. Describe how supplier differentiates itself from its competitors.

At the core, customers choose Ameresco because we are uniquely positioned as...

- **Innovative:** Ameresco is an innovative technology integrator with a comprehensive portfolio of energy efficiency, infrastructure upgrades, asset sustainability and renewable energy solutions. Our creative staff with specialized technical knowledge drive state-of-the-art design and engineering. We believe in excellence and innovation in every project.
- **Experts:** We deliver a broad and deep solution portfolio within a single energy partner. From design and development to financing and construction, our in-house technical expertise sets us apart. Energy is the core of our business. It is who we are, and it is what we do.
- **Independent:** Our objective approach enables us to implement the most advanced technologies to meet the unique needs of each customer. Our designs and services are based only on our customer needs. We deploy best-in-class solutions with no technical or vendor bias.



And even more reasons that have guided our successful track record...

- **Comprehensive:** We are a one-stop provider with the ability to develop, design, construct, operate, and maintain complex multi-faceted projects.
- **Experienced:** We have more than 20 years of experience implementing comprehensive solutions across local and national markets.
- **Global Perspective, Local Presence:** We leverage best-in-class technology with local project leaders who know your community.
- **Thought Leaders:** Ameresco has paved the way from performance contracts to battery storage. Our team of experts leads thought-provoking industry conversations, trends, and associations across our markets and technology application use cases.
- **Market Position:** Ameresco was named a Leader in the Energy Service Companies Market according to the 2023 Guidehouse Insights Leaderboard Report, and named 2023 North American Energy Services Company of the Year by Frost & Sullivan.

Litigation, Bankruptcy or Reorganization

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Ameresco has not been a member of any bankruptcy or reorganizations. As a large publicly traded company, Ameresco is and has been involved with claims and other legal proceedings generally incidental to its normal business activities. While the outcome of any of these matters cannot be accurately predicted, Ameresco does not believe the ultimate resolution of any of these existing matters would prevent or impair, in whole or in part, performance by Ameresco of its obligations under any proposed agreement or have a material adverse effect on its financial conditions or results of operations. Ameresco's most recent 10-K and 10-Q forms are available on our investor relations webpage at: <https://ir.ameresco.com/financial-results>

Felony Conviction Notice

K. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;*
- is not owned or operated by anyone who has been convicted of a felony; or*
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.*

Not applicable. Ameresco is a publicly traded company (NYSE:AMRC).

Debarment or Suspension Actions

L. Describe any debarment or suspension actions taken against supplier.

Not applicable.

3.2 Distribution, Logistics

Ameresco's Product and Services Offerings

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

With over \$14 billion in successfully completed energy projects for government entities throughout North America, including [cities and counties](#), [federal government](#), [K-12 public and private schools](#), [higher education institutions](#), state agencies, [healthcare agencies](#), [commercial and industrial clients](#), and non-profit organizations, **Ameresco is a leading provider of energy services**. Our customers appreciate that all decisions are made locally – this ensures an attention to detail and commitment from our executive leadership and all employees, which ultimately results in successful and timely project completion and more financial savings for our customers.

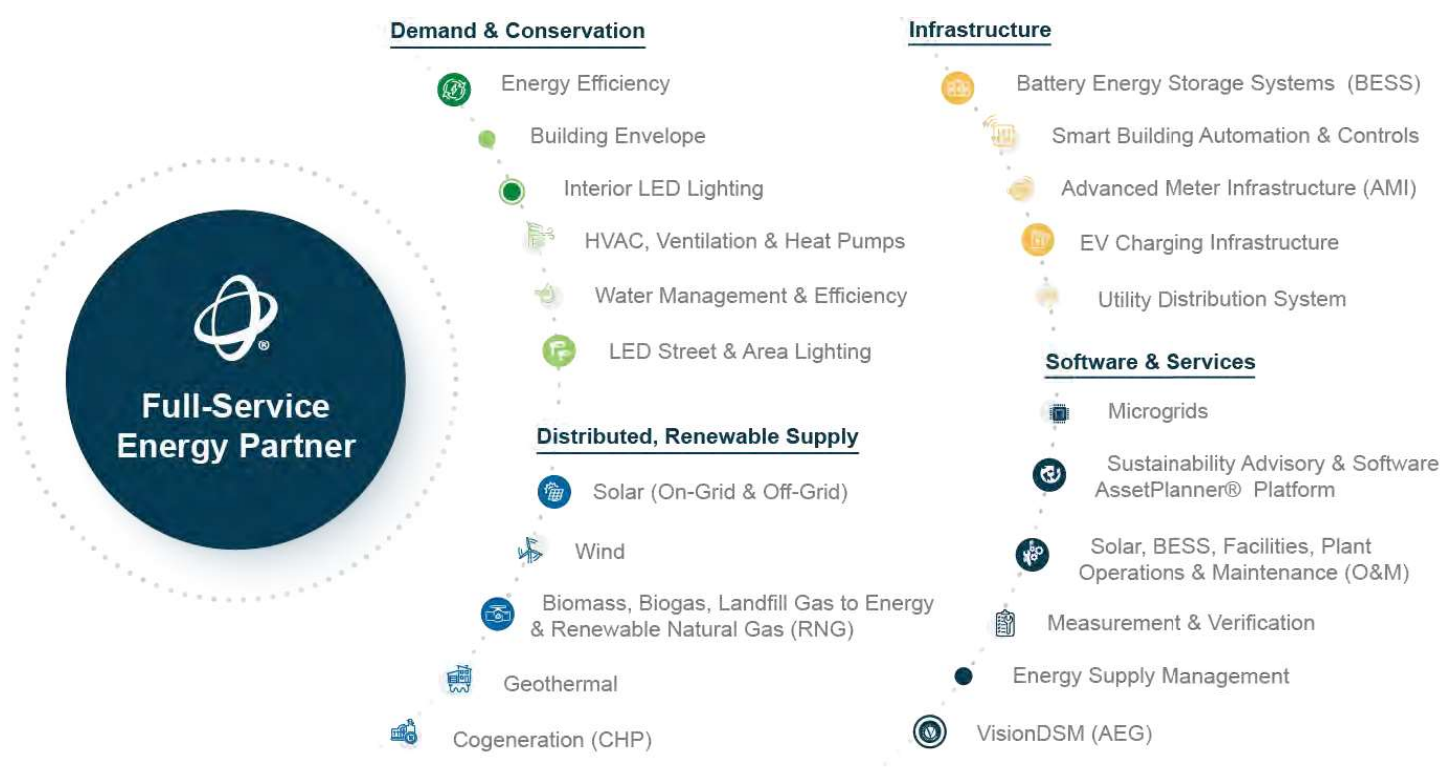


Figure 3.1. Ameresco Advanced Technology Portfolio

Consumption-Side Services

Ameresco provides all the services required to develop and deliver utility and operational cost reductions on the consumption side of the meter. We have built our services to provide solutions that optimize energy and operational systems while reducing costs.

Auditing

After gaining a comprehensive understanding of the Member's unique goals and objectives during a Preliminary Energy & Utility Assessment, Ameresco will conduct an Investment Grade Audit to analyze current resource consumption and identify the project's scope of work and delivered cost. Ameresco will spend considerable time working to assess the Member's needs and understand how its resources



are expended before specific energy and utility conservation measures (ECMs) are identified and further developed.

Design, Engineering, and Equipment Selection

Ameresco's project developers and engineers perform the preliminary and final design, equipment selection, and project costing for all ECMs, including any renewable energy components that may be included in the final project. This process will be transparent to the Member, as a direct Ameresco employee will be the contact point throughout the entire process.

Construction Management

As with the design and auditing stages, a direct Ameresco staff member manages project implementation. Energy projects require a special skill set to construct ECMs in a manner that will result in the optimum savings. A lead project manager and several construction managers (depending on the project size, duration, and complexity) will manage the implementation of the work. In all cases, the project manager will be the primary point of contact between the Member and Ameresco.

Monitoring

During the project development phase, Ameresco will assign a measurement and verification (M&V) specialist to the project who will be responsible for ensuring the correct data has been collected and mutually agreed upon to develop the baseline energy and operational costs. The M&V specialist will also be involved in the implementation and commissioning stages of the project to ensure that the post-retrofit measurements and metering are installed properly, and that the data is collected in a thorough and efficient manner. Ameresco's direct employees will perform this service in its entirety.

Operations & Maintenance Services

While customers typically have appropriate staff to perform the operations and maintenance (O&M) of the installed ECMs, Ameresco can provide O&M services as a part of any project, if desired. An Ameresco employee will manage the service contract and will use direct employees or subcontractors to perform the work, depending on the scope of the services required.

Training

A strong focus on energy savings strategies and system O&M is a key to a successful project. Ameresco will work with the appropriate staff members (typically facilities staff) to provide information, training, and oversight necessary to effectively operate the newly installed systems. The project manager will assemble the O&M documentation in a training manual and conduct the training in a way that is most appropriate to the specific ECMs installed.

Commissioning, Retro-Commissioning and Decommissioning

Ameresco's experts provide **Commissioning** services on Ameresco's performance-based energy/operation cost reduction program projects, as well as a service to both large state agencies and engineers and architects. Projects including newly constructed buildings of more than 500,000 square feet, laboratories, dormitories, assisted living residences, and municipal and higher education buildings, as an example. Ameresco's team also commissions all newly constructed solar projects to ensure long and safe operation of these vitally important systems.

Ameresco facilitates a successful **Retro-Commissioning** process that includes executing condition assessment surveys, generating energy conservation measures (ECMs), and training O&M staff members on all MEP/FP systems.



Decommissioning of a project typically consists of three phases including a Pre-Planning Phase, Project Development Phase, and a Project Implementation Phase.

The Pre-Planning Phase involves identifying and assembling a project team that includes the appropriate Ameresco staff, contractors, OEMs, the landowner (as necessary), and other stakeholders to identify the expected issues in the removal, recycling, demolition, and restoration of the project site. This may involve a review of the construction drawings, environmental reports, assessment of the materials of construction, and/or review of all permits.

The Project Development Phase involves the project team thoroughly assessing the as-is site to determine the current site condition and inventory of all assets. A project implementation plan (PIP) is then developed to conform with federal, state, and local laws for the decommissioning of the system or plant. This plan includes consideration of any hazardous and non-hazardous materials, any soil or water contamination, or other concerns related to the construction, operation, and maintenance of the system or plant.

The Project Implementation Phase involves the actual execution of the PIP including environmental monitoring, recycling and end-of-life disposal, and site restoration, as dictated by system or plant type.

Financing

Ameresco has **sourced and raised more than \$5.5 billion of project financing assistance over the past 24 years**, from various lending sources including John Hancock, Bayerische Landesbank, Bank of America, Capital One, Chase Bank, Crews and Associates, Union Bank, and several other financial institutions. Using existing cash resources, cash flows from Ameresco's operating activities, and access to credit through multiple lending relationships, Ameresco has the resources necessary to develop, implement, and finance many of our customers' projects.

Ameresco's technology and vendor neutral approach flows through to our financing and allows for multiple options. Ameresco's finance professionals have years of experience assisting customers identify the most cost-effective financing mechanisms for implementing a wide array of energy projects.

Supply-Side Services

Ameresco offers a full range of services on the supply side of the utility meter to ensure that our customers have options for distributed generation assets and to ensure that utilities are procured at the lowest cost available in the marketplace over the long-term.

As an industry leader in developing supply-side energy solutions including solar photovoltaics (PV) and thermal, battery storage, microgrid, landfill-gas-to energy, biomass, biogas, geothermal, and cogeneration, Ameresco delivers timely and cost-effective projects that support our customers' financial, energy production, redundancy, reliability, and conservation goals.

Renewable Energy

Solar energy, a great option for both public and private organizations seeking to control energy costs and meet sustainability goals, is one of the most efficient and popular forms of renewable energy in the world today. At a time when organizations aim to build more robust, resilient, and secure energy infrastructure, solar power paired with [batteries and energy storage](#) can set a Member apart. Ameresco continues to find creative and innovative ways of using solar and storage for onsite resiliency as well as for grid benefits when sold to grid operators.



Ameresco has emerged as the industry's leader in developing supply-side energy solutions including solar photovoltaics (PV) and thermal, battery storage, microgrid, landfill-gas-to-energy, biomass, biogas, geothermal, and cogeneration. Ameresco delivers timely and cost-effective projects that support our customers' financial, energy production, redundancy, reliability, and conservation goals.

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

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

Ameresco has particular expertise in designing custom solar PV systems for customers with challenging operational or installation requirements. Most of our projects are installed on active high profile public campuses that operate 24 hours a day, 7 days a week. This experience has given us unique insight into the implementation and phasing of a renewable energy project to meet the unique scheduling, budgetary and logistical requirements of our customers. We understand and appreciate the need to minimize any disruption and take great pride in our approach of pre-planning, site work efficiency, and logistics coordination while maintaining safety as our first and foremost priority.

Landfill Gas Utilization

Ameresco has built more landfill gas (LFG) projects in the Western United States than any developer. Over the past two decades, Ameresco has engineered, constructed, and/or provided guaranteed services for nearly 40 operating biogas projects throughout the United States. As every project and every customer is unique, we have worked cooperatively with landfill owners to determine the exact technical solution and project structure focused on delivering goal-oriented results.

Along with our impressive RNG operating and in-development projects, Ameresco has one of the nation's largest LFG-to-electricity portfolios. Ameresco has been very successful in bringing projects online in a quick and cost-effective manner, with or without tax credits, in a way that promotes and enhances environmental protections and emissions reductions. Our project success is due to our corporate philosophy that no benefits are realized – not by the project partners, the community, or the environment – from an idle project. Ameresco has rescued and resurrected several projects that were abandoned by other developers, developed challenging projects that required a little more innovation and thought, and we have taken on projects that were undesirable to other project developers because of size or location. As a result, our project portfolio is diverse – large and small, direct use (including RNG) and electric generation, with different end users, and project configurations. The common thread among all these projects is that the Ameresco team was able to find a way to overcome project development barriers to complete projects and realize significant emissions reductions.



Figure 3.2. Ameresco's Biogas Portfolio



Energy Supply Management (ESM)

Ameresco's vast understanding of the energy market, backed by our extensive cost modelling work, has allowed our customers to entertain the widest possible range of pricing products with the comfort of knowing that their cost position will be understood, monitored, and managed throughout the contract term. We routinely request and evaluate pricing for more sophisticated products such as index price with block energy hedging, load following block energy pricing, sleeved-PPA renewable energy, as well as all-inclusive, fixed price. The choice of product structure starts by working with each customer to determine its individual needs and risk tolerances. Ameresco's ESM services include:

- **Conventional and Renewable Procurement:** Our advisors create and implement a purchasing strategy designed to mitigate risk, stabilize cost and advance both Environmental, Social, and Governance (ESG) goals and sustainability initiatives.
- **Reporting:** We deliver monthly reports which measure and communicate the effectiveness of corporate purchasing strategies.
- **Energy Budgeting:** Using relevant market and regulatory information, we can deliver annual energy budgets and quantify deviations throughout the year.
- **Green Tariff Consulting:** We can review and advise on regulated utility options in the absence of deregulated purchasing opportunities.

Energy markets are inherently volatile and dependent upon fluid market fundamentals. The increasing demand for energy and transition to cleaner-burning fuels challenges the budgets of all energy consumers. Our experienced team of energy advisors help navigate this changing landscape by advising when to buy, at what price, and for how long, to meet the goals of each Members' strategic energy plan.

Commodity Procurement

Ameresco assists customers in developing and executing strategies that lower annual costs of electricity and natural gas, manage price risk, and simplify energy procurement. We analyze the utility portfolio, including facility consumption data, existing contracts, wholesale markets, and rates/tariffs to identify the best combination of physical energy supply at the optimal pricing structure.

Rate Analysis & Negotiation

Using our understanding of tariffs, rate structures, and energy systems, we can reduce the cost of energy by identifying where a more beneficial rate is available, leveraging advantage of economic development riders, and recommending adjustments in the way utility services are purchased, received, or used.

Energy Price Risk Management

Volatility in prices for natural gas is a growing concern. By hedging this exposure, Ameresco can assist customers gain budget stability and predictability. Ameresco offers hedging strategies that integrate fixed price, basis, and swing exposure mitigation. We execute hedge transactions at the best market prices.

Renewable and Resiliency Solutions

Ameresco can retrofit existing facilities for greater efficiency and resiliency, by developing a comprehensive energy management system utilizing renewable energy sources. Leaders in large corporations, government agencies, and other organizations face numerous challenges in running their



day-to-day operations. Disturbances to the grid have grown in the past two decades due to weather, physical attacks, vandalism, cyberattacks, and equipment malfunctions. Continued aging of grid infrastructure compounded by a lack of investment in a new system will only lead to greater more frequent power interruptions. Moreover, climate change will certainly increase the risks faced by organizations as major weather events become stronger and more frequent. A lack in resilient infrastructure can have catastrophic impacts on the operations and core mission of leading organizations.

Modern renewable energy systems decrease energy risk and provide higher levels of energy security. Organizations that are proactive about resiliency can better meet their organizational priorities by mitigating and managing risk as well as support energy management and climate commitments. By moving away from exclusive reliance on grid power and toward distributed generation, organizations can exert greater control over their energy costs and create a hedge against fluctuations in energy prices.

Energy Information & Asset Sustainability

The Ameresco Asset Sustainability program helps customers develop strategies to manage the funding gaps associated with aging infrastructure. Asset Sustainability reviews key risk management criteria to identify and prioritize the most important renewal and replacement projects. The program provides valuable data to help decision-makers define long-term capital planning strategies which leverage available funds to maximize project value.

The Asset Sustainability approach incorporates state-of-the-art business processes designed to manage current capital costs and predict the future capital needs for multi-facility public and private property owners, including K-12 schools; states, counties, and municipalities; higher education institutions; public housing authorities; healthcare; and commercial customers.

Our experienced team provides Advisory Services in capital planning and optimization of infrastructure portfolios that help address the growing gap between increasing capital needs and expected budgets. Ameresco's asset sustainability experts also provide software solutions through Ameresco's **proprietary AssetPlanner® Software Suite** that combines strategic capital planning with tactical maintenance management and proactive energy management.

AssetPlanner® is a relational database that seamlessly integrates information from three key work areas that aides in decision development:

- **Capital Planning:** Data Development, Needs Assessment, Capital Plan and Budgeting, Project Scheduling, and Implementation
- **Maintenance Management:** Workflow Process, Preventive Maintenance, Demand Maintenance Service Request, Execute Work
- **Energy Management:** Data Development, Analyze and Benchmark, Energy Management Plan, Project Scheduling, and Implementation

Capital Planning Suite

Asset Planning Module (with AuditPlanner® App)

Premier capital planning suite provides support in areas from data development, risk, and priority management to funding appropriation. Members can track, prioritize, and report on deficiencies, then rate assets and forecast renewals based on data collected and predefined life cycle projections. Built-in life cycle and cost modeling allows strategic long-range planning. The mobile AuditPlanner app is used



to manage and speed up audits in the field and can collect data, take photographs, and transfer everything back into the database with one click.

The Asset Planning Module makes it easy to generate reports showing asset costs over time.

Project Planning Module

The Project Planning Module can create and manage projects, build estimates, and accrue actual costs. Produce real-time reports, budgets, capital plans and projections in minutes. The Module includes graphing functions for reporting or at-a-glance views of project needs.

Maintenance Management Suite

Preventative Maintenance Module

Organize and schedule preventative maintenance tasks; increase asset life and extend renewal cycles; and build accountability for results and move away from a strictly reactive maintenance process. The Preventative Maintenance Module provides a full monthly calendar of tasks, as well as sorting options.

Maintenance Planner® Mobile App

The Maintenance Planner Mobile App enables field staff to efficiently process work orders for service requests and preventive maintenance for a wide range of assets including buildings, roads, trails, water and wastewater systems, electrical, vehicles, heavy equipment, IT equipment, playgrounds, sports fields, courts, and land assets. Work orders can be dispatched to staff or contractors on their mobile devices.

Service Request Module

Members can connect easily and seamlessly with end users and facilitate and oversee the entire scope of repair and service work. Utilizing built-in email functionality for proactive communication and management of service providers, the mobile tools allow data to be managed on the go in real time.

Through the Service Request Module's Dashboard, tasks and their urgency can easily be seen.

Energy Management Suite

Energy & Sustainability Module

The Energy & Sustainability Module tracks energy performance over time, benchmarks against industry targets, identifies savings opportunities, and develops accurate reporting. The Module can be used to create consumption baselines and cost avoidance reports using built-in weather normalization, as well as assess greenhouse gas emissions and calculate the carbon footprint of assets.

This module allows users to view utility costs over time and compare costs from one facility or zone to another.

Analytics Planner Module

Integrates with the Energy & Sustainability module allowing integration to building management systems (BMS) and IoT devices such as sensors and submeters to capture High Velocity – High Volume data. The module can be used to perform deep engineering analysis and prepares the data for management reports and energy dashboards displayed in the E&S module. The module also includes a rules-based engine which allows customers to define points (compliant with Project Haystack if available on BMS), create virtual points, define, and set variables and schedule. The rules-based engine can be configured to automatically create and dispatch workorders managed through the MaintenancePlanner® system.

Strategic Decarbonization Planning via Sustainability Advisory & Reporting

Our experience and track record of implementing clean technology and renewable energy solutions is backed by a best-in-class approach to decarbonization planning. This approach allows customers time to develop the necessary data quality to plan and forecast emissions impacts of the various opportunities and scenarios using information gathered and refined during facility condition assessments, energy audits, and feasibility studies.

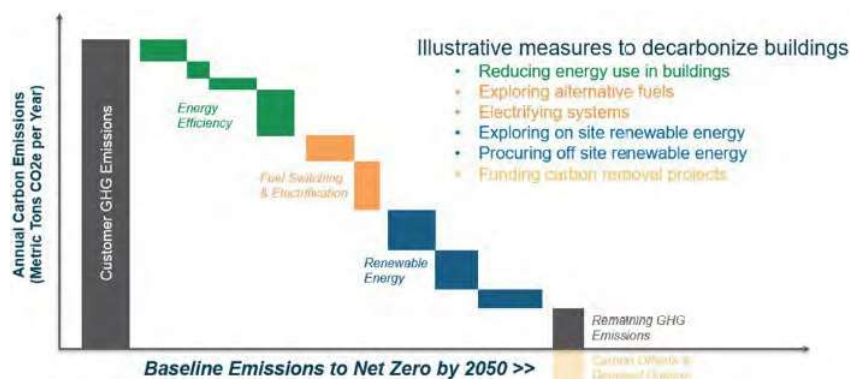


Our team embraces transparency in working with customer stakeholders to develop opportunities that reduce energy use, cut emissions, and build resilience, while meeting other objectives such as cost reduction and climate justice.

Optionality is key to a successful decarbonization plan. Providing the necessary levels of transparency that presents all available technologies, alternative scenarios, and the opportunities/challenges of each is key to engaging leadership, seeking direction, securing alignment and buy in, and building positive momentum. Ameresco takes an agnostic approach and a data-driven prioritization model to evaluate scenarios using multiple criteria – be it financial, operational, environmental, and any other metrics.

Ameresco has significant experience in both planning and designing actionable projects, and financing and implementing projects for our customers. Thanks to our strong track record in clean energy project development and implementation, we bring a unique lens to scoping a strategic decarbonization plan. We leverage quantitative and qualitative insights to identify and evaluate emission reduction measures, analyze costs and benefits for each, then group them into categories to help strategize implementation.

We make a lasting impact through sustainability advisory and reporting by helping customers make sense of the volumes of energy data and create a tailored, actionable plan to decarbonize. It's a critical time to consider what near-term impacts an organization can make to put a dent in the reductions needed on the trajectory to net zero.



Typical Measures Evaluated by Ameresco

Table 3.1 provides an overview of the typical energy measures and supply solutions that Ameresco explores during an Investment Grade Audit phase. Firm-wide, Ameresco has delivered all these measures during the past five years alone.

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
Reduce Operating Hours, Temperature, and Humidity Set Points	
ECM 1	Reduce Operating Hours for Space Heating and Cooling Systems
ECM 2	Reduce Operating Hours for Ventilation Systems
ECM 3	Reduce Operating Hours for Water Heating Systems
ECM 4	Reduce Operating Hours for Lighting Systems
ECM 5	Reduce Operating Hours for Escalators and Elevators
ECM 6	Reduce Operating Hours for Equipment and Machines
ECM 7	Maintain Heating/Cooling Temperatures at Optimal Set Points
ECM 8	Maintain Humidification and Dehumidification Set Points
ECM 9	Modify Heating/Cooling Set Points During Unoccupied Periods
Reduce Heat Conduction through Ceilings, Roofs, Walls, and Floors	
ECM 10	Insulate Ceilings and Roofs
ECM 11	Ceilings and Roofs Vapor Barriers
ECM 12	Reflective Roof Services
ECM 13	Insulate Walls
ECM 14	Wall Vapor Barriers
ECM 15	Insulate Floors
Fenestration Improvements – Reduce Heat Conduction and Long-Wave Radiation	
ECM 16	Storm Windows/Multiple-Glazed Windows
ECM 17	Movable Windows
ECM 18	Operable Windows
Fenestration Improvements – Control Solar Heat Gain	
ECM 19	Exterior Shading Improvements
ECM 20	Interior Shading Improvements
ECM 21	Tinted or Reflective Glazing/Films
ECM 22	Plant Shade Trees
Reduce Outside Air Infiltration	
ECM 23	Seal Vertical Shafts and Stairways
ECM 24	Caulk and Weather-Strip Doors and Windows
ECM 25	Install Revolving Doors or Construct Vestibules
Electric to Fossil Fuel Conversions	
ECM 26	Convert Electric Domestic Hot Water System to Fossil Fuel Fired or Heat Pump
ECM 27	Convert Electric Heating System to Fossil Fuel Fired Hot Water or Infrared
Improve Ventilation Efficiency	
ECM 28	Improve Ventilation Efficiency while Maintaining or Improving Indoor Air Quality
ECM 29	Reduce the Generation of Indoor Pollutants
ECM 30	Air-to-Air Heat Exchangers
ECM 31	Air Cleaners
ECM 32	Local Ventilation Systems
Chiller Efficiency Improvements	
ECM 33	Clean Fouled Evaporator and Condenser Surfaces
ECM 34	Raise Evaporator or Lower Condenser Water Temperature

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 35	Isolate Off-Line Chillers and Cooling Towers
ECM 36	Install Evaporative-Cooled or Water-Cooled Condensers
Cooling Systems Efficiency Improvements	
ECM 37	Economizer Cooling Systems
ECM 38	Evaporative Cooling Systems
ECM 39	Desiccant Cooling Systems
ECM 40	Cooling Tower Cooling Systems
ECM 41	Roof-Spray Cooling Systems
ECM 42	Create Air Movement with Fans
ECM 43	Exhaust Hot Air from Attics and Other Conditioned Spaces
Air Conditioner or Heat Pump Efficiency Improvements	
ECM 44	Clean Air Filters
ECM 45	Add-On Heat Pumps
ECM 46	Ground or Ground-Water Source Heat Pump
Boiler or Furnace Efficiency Improvements	
ECM 47	Clean Fouled Boiler Surfaces
ECM 48	Repair Improper Flue Draft
ECM 49	Repair Air Leaks
ECM 50	Boiler Flue Gas Analyzers
ECM 51	Preheat Combustion Air, Feed Water or Fuel Oil with Reclaimed Waste Heat
ECM 52	Isolate Off-Line Boilers
ECM 53	Automatic Vent Dampers
ECM 54	Automatic Boiler Blow-Down Control
ECM 55	Pulse or Condensing Boilers/Furnaces
ECM 56	Air-Atomizing Burners (for Oil-Fired Systems)
ECM 57	Low Excess-Air Burners (for Oil-Fired Systems)
ECM 58	Use Modular Units
Reduce Supply Air Energy Requirements	
ECM 59	Install Variable Air Volume Systems
ECM 60	Reset Supply Air Temperatures
ECM 61	Reset Hot/Chilled Water Temperatures
Reduce Distribution System Energy Losses	
ECM 62	Repair Ducting and Piping Leaks
ECM 63	Repair, Replace and/or Maintain Steam Traps
ECM 64	Insulate Ducts
ECM 65	Insulate HVAC System Pipes
Reduce System Flow Rates	
ECM 66	Reduce Air Flow Rates in Ducts
ECM 67	Reduce Water or Steam Flow Rates in Pipes
Reduce Steam Resistance	
ECM 68	Clean Air Filters in Ducts
ECM 69	Remove Scale from Water and Steam Pipes
ECM 70	Rebalance Piping Systems
ECM 71	Rebalance Air Duct Systems
ECM 72	Design Air Duct Systems to Reduce Flow Resistance
ECM 73	Install Booster Pumps

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
Reduce Hot Water Loads	
ECM 74	Reduce Hot Water Consumption
ECM 75	Lower Hot Water Temperatures
ECM 76	Preheat Feed Water with Reclaimed Waste Heat
Reduce Hot Water System Losses	
ECM 77	Insulate Hot Water Pipes
ECM 78	Insulate Water Storage Tanks
Water Heating Systems Efficiency Improvements	
ECM 79	Decentralized Water Heaters
ECM 80	Reduce Water Heater Size as Appropriate
ECM 81	Heat Pump Water Heaters
ECM 82	Heat Water with Solar Energy
Reduce Electric Illumination Requirements	
ECM 83	Clean and Maintain Lighting Systems
ECM 84	Reduce Illumination Levels to Illuminating Engineering Society Standards
ECM 85	Reduce Operating Hours (Occupancy-Sensing/Ambient Light Controls)
ECM 86	Optimize Task Lighting
Lighting Systems Efficiency Improvements	
ECM 87	High-Efficiency, Electronic Fluorescent Lighting or LED Lighting as Appropriate
ECM 88	LED, High or Low-Pressure Sodium Lighting as Appropriate
ECM 89	LED or High Efficiency Pulse-Start Metal Halide Lighting as Appropriate
ECM 90	High-Efficiency Fluorescent/LED Lighting Systems
ECM 91	Replace Incandescent/Quartz Lighting with Fluorescent/LED Lighting Systems
Ambient Lighting (Daylight Harvesting)	
ECM 92	Dimming Controls for Ambient Lighting
ECM 93	Photoelectric Controls for Exterior Lighting
ECM 94	Installation of Web-Based Lighting Automation Systems
ECM 95	Baseline Lighting Level and Demand Response Capabilities / Control
Reduce Power System Losses	
ECM 96	Power Factor Improvement
ECM 97	Energy-Efficient Transformers
Energy-Efficient Motors	
ECM 98	Replace Oversized Motors
ECM 99	High-Efficiency Motors
ECM 100	Variable Speed Motors/Drives
Reduce Peak Power Demand	
ECM 101	Demand Response/Load-Shedding Strategies
ECM 102	Cogeneration Systems
ECM 103	Thermal Storage Systems
Energy Management Systems	
ECM 104	Temperature Setup/Setback Control System
ECM 105	Time-of-Day Control System
ECM 106	Duty-Cycling Control System
ECM 107	Supply Air Temperature Reset Control System
ECM 108	Hot/Chilled Water Supply Temperature Reset Control System
ECM 109	Ventilation Purging Control System
ECM 110	Economizer Cooling Control System

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 111	Demand Limiting Control System
Miscellaneous – Heat Reclaim Systems	
ECM 112	Double-Bundle Chillers
ECM 113	Reclaim Heat from Boiler Blow Down
ECM 114	Reclaim Incinerator Heat
ECM 115	Reclaim Combustion Flue Heat
ECM 116	Water-Loop Heat Pump System
ECM 117	Reclaim Prime Mover Heat
ECM 118	Piggyback Absorption Systems
ECM 119	Recover Light System Heat
ECM 120	Reclaim Refrigerator Hot Gas Heat
ECM 121	Reclaim Steam Condensate Heat
ECM 122	Reclaim Wastewater Heat
Miscellaneous – Wastewater Treatment Systems	
ECM 123	Aeration Blowers Variable Frequency Drives
ECM 124	Pumping Systems Variable Frequency Drives
ECM 125	Coarse Bubble Diffusion to Fine Bubble Diffusion
ECM 126	Methane Capture from Waste Digestion to Create Renewable Natural Gas
ECM 127	Onsite Chlorine Generation
Miscellaneous – Appliances	
ECM 128	Energy-Efficient Appliances
ECM 129	Convert Electric Dryers to Natural Gas
Utility Infrastructure	
ECM 130	Automatic Meter Reading (Water/Electric/Gas)
ECM 131	Advanced Metering Infrastructure (Water/Electric/Gas)
ECM 132	Leak Detection
ECM 133	Transmission and Distribution System Improvements
Renewable Energy Generation	
ECM 134	Solar Photovoltaics / Thermal (including EV Charging)
ECM 135	Battery Energy Storage System
ECM 136	Biomass
ECM 137	Biogas (from WWTPs or from Landfills)
ECM 138	Wind
ECM 139	Geothermal
ECM 140	Ground Source Heat Pump
ECM 141	Landfill Gas to Energy
ECM 142	Microgrid
Domestic Water Conservation	
WCM 1	Low Flow Shower Heads and Aerator
WCM 2	Low Flow/Dual Flush Toilets, Low Flow/Ultra Low Flow Urinals
WCM 3	Irrigation System Controls (Schedule, Weather and Evapotranspiration Strategies)
WCM 4	Reverse Osmosis Water Demineralizing Systems
WCM 5	Replace Once-Through Cooling with Cooling Towers

Please visit Ameresco's Proposal Section 4 – References and Experience for expanded details on several of Ameresco's services and solutions, including project highlights, references, and additional information that demonstrates Ameresco's strength, expertise, and reputation.



Product/Service Distribution

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Ameresco offers its services and solutions throughout North America.

Master Agreement Pricing

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

As a vendor-neutral energy services company, Ameresco's project developers are able to select the technologies that most effectively achieve a Member's unique goals at the lowest possible cost. Once the final scope of an energy project has been finalized with the Member, equipment will be specified based on overall cost and performance.

Members can validate and audit pricing against that submitted as part of Section 2 – Pricing and as updated throughout the Master Agreement, if necessary, via the OMNIA Partners membership portion its website. Further, a weblink to this portal will be included on Ameresco's dedicated OMNIA Partners webpage for Members.

Other Companies Involved in Processing, Handling or Shipping

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

As noted above, Ameresco has established national buying agreements with several major manufacturers to ensure that Members receive the highest quality products, at the lowest possible equipment cost available in the marketplace, with expedited lead times to acquire. Equipment is shipped directly to support the needs of each project.

Distribution Facilities, Warehouses and Retail Network

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Not applicable.

3.3 Marketing and Sales

Confidential Portions of Response

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.*

Ameresco respectfully requests that all pricing be made available only to Participating Public Agencies, as "Members" of OMNIA Partners.

Ninety-Day Plan to Implement Master Agreement

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:*
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Ameresco's product independence coupled with our deep technical bench allows us to integrate best-in-class advanced technology solutions for the unique needs of each Member. As an incumbent Supplier, Ameresco is committed to continuing its marketing of the Master Agreement in conjunction



with its other national and regional marketing campaigns.

Ameresco respectfully requests clarity on format of “endorsement and sponsorship” of the award. To maintain the continuity with Public Agencies who are aware of Ameresco’s position as an OMNIA Partners Supplier, we suggest a press release associated with a recent Member who has contracted with Ameresco utilizing the OMNIA Partners Agreement as a way to promote the success of such an engagement. Further, we request that a quote from executive leadership included as part of the press release be sufficient to satisfy this request. Alternatively, we would suggest an announcement to Ameresco’s robust social media network in lieu of a press release.

One vital tool for this contract is Ameresco’s business development sales force: The staff members who work directly with Members to understand their needs and develop solutions that address their energy and operational goals while meeting budgetary requirements. Accordingly, Ameresco’s marketing department will confer with sales leadership from across the country to schedule a training and education session(s), to include the OMNIA Partners team, within the first 90 days from award date of the Master Agreement. For staff unable to attend this session, Sales leadership will provide resources to ensure they can articulate the benefits of the agreement and share relevant information related to the requirements, procurement process, procedures, and policies related to the Master Agreement.

Ninety-Day Plan to Market Master Agreement

- C. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:*
 - i. *Creation and distribution of a co-branded press release to trade publications*
 - ii. *Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days*
 - iii. *Design, publication and distribution of co-branded marketing materials within first 90 days*

As an incumbent Supplier, Ameresco is committed to continuing its marketing of the OMNIA Partners contract for Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services in conjunction with its other national and regional marketing campaigns.

As noted in response to the preceding question, within the first 60 days and in an effort to maintain the continuity with Public Agencies who are aware of Ameresco’s position as an OMNIA Partners Supplier, we suggest a press release associated with a recent Member who has contracted with Ameresco utilizing the OMNIA Partners Agreement as a way to promote the success of such an engagement. Further, we request that a quote from executive leadership included as part of the press release be sufficient to satisfy the request for “endorsement and sponsorship”. Alternatively, we would suggest an announcement to Ameresco’s robust social media network in lieu of a Press Release.

Concurrent to the Member press release or social media announcement, within the first 90 days, Ameresco will develop and design co-branded marketing materials to promote the Master Agreement.

Please visit Ameresco’s response to Question C.viii. for additional details regarding the creation of a [Dedicated Webpage](#) to promote the Master Agreement.

Event Attendance and Participation

- iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Sales staff frequently participates in industry- and market-specific tradeshows. As part of our internal marketing campaign, we will highlight tradeshows as a valuable venue to discuss the merits of procurement via a cooperative agreement.



Given the volume of events already attended nationally by Ameresco personnel, Ameresco will commit to evaluating and making every attempt to attend and participate with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.), and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement. That said, each event will be evaluated on a case by case basis to ensure that there are no conflicts; where Ameresco personnel are unavailable, we will aim to cooperatively identify an alternate solution (e.g., virtual attendance, providing collateral materials, et al).

NIGP Annual Forum Attendance

- v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Ameresco will commit to attend, purchase exhibit booth space, and participate at the NIGP Annual area reserved by OMNIA Partners. In addition, Ameresco commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

National and Regional Advertising

- vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*

In addition to the design and publication marketing materials within the first 90 days and as described on the preceding page, Ameresco will identify, design, and publish national and regional advertising in trade publications throughout the term of the Master Agreement.

Ongoing Marketing and Promotion

- vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*

Staff members who work directly with Members to understand their needs and develop energy services and solutions are Ameresco's best source of marketing the Master Agreement, including as part of presentations and other mediums. In addition to continued internal sales training on the benefits of use of the Master Agreement, Ameresco will seek to identify additional marketing opportunities to promote the Master Agreement throughout its term.

Dedicated Webpage

- viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
- *OMNIA Partners standard logo;*
 - *Copy of original Request for Proposal;*
 - *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
 - *Summary of Products and pricing;*
 - *Marketing Materials*
 - *Electronic link to OMNIA Partners' website including the online registration page;*
 - *A dedicated toll-free number and email address for OMNIA Partners*

Ameresco confirms that it will maintain a webpage dedicated to OMNIA Partners containing:

- OMNIA Partners standard logo and copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Ameresco, and summary of products and pricing*;
- Marketing materials;
- Electronic link to OMNIA Partners' website including the online registration page; and
- A dedicated toll-free number and email address for OMNIA Partners**

***Ameresco will provide a direct link to OMNIA Partners' website to retrieve pricing information.*

***Ameresco will provide its primary company toll free number, as well as contact information for Ms. Sarah Price, the primary point of contact for Members.*

Master Agreement Transition

- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

As a publicly traded company, Ameresco's product independence coupled with our deep technical bench allows us to integrate best-in-class advanced technology solutions for the unique needs of each customer. Ameresco is committed to marketing the OMNIA Partners contract for Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services to Public Agency customers, including existing customers who may be interested in future work with Ameresco, in conjunction with its other national and regional marketing campaigns. Ameresco anticipates that the broad scope of services and solutions offered through the Master Agreement will be an attractive procurement option to customers.

At present, Ameresco holds the following cooperative contracts.

Table 3.2. Ameresco's Cooperative Contracts

1GPA	Energy Performance Contract Services Energy Savings Performance Contract (ESCO) Texas
791 Purchasing Cooperative	Energy Savings Performance Contracts (ESPC) Facilities, Services, Equipment and Supplies
AEPA (Association of Educational Purchasing Agents)	Maintenance Repair and Operations
BuyBoard	Job Order Contracting for Energy Conservation and Efficiency Photovoltaic Power Systems and Components
Equalis Group	Energy Consulting Services
The National Purchasing Cooperative	Job Order Contracting for Energy Conservation and Efficiency Photovoltaic Power Systems and Components
NCPA, an OMNIA Company	Energy Management Consultation and Related Services
Purchasing Cooperative of America	Water Meter Systems and Related Items HVAC & Building Controls Products, Repair, Installation & Related Items Energy and Infrastructure with Alternative Funding Options EV Charging Stations & Related Items
TIPS	Renewable Energy and Solar Solutions and Services Renewable Energy and Solar Solutions and Services (JOC) Energy Savings Performance Contracts Comprehensive HVAC Comprehensive HVAC (JOC) Fleet Fueling and Charging Equipment and Facilities (JOC) Commissioning and Testing Services for Facility Systems Trades, Labor, and Materials (NON-JOC) Trades, Labor, and Materials (JOC) Technology Solutions, Products, and Services
State of Arizona	Solar Energy Systems
State of New Mexico	Energy Performance Contracting

Logo Use

- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Ameresco agrees to provide its logo to OMNIA Partners and will provide permission for reproduction of such logo in marketing communications and promotions on case-by-case basis. Similarly, Ameresco will request permission for use of the OMNIA Partners logo.

Proactive Sales Efforts and Materials

- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
 - ii. Best government pricing*
 - iii. No cost to participate*
 - iv. Non-exclusive*

As an incumbent Supplier, Ameresco recognizes the value the OMNIA Partners offers to the company and the customers we serve. Cooperative purchasing networks allow customers to procure services without undergoing the administrative task of an extensive request for qualifications or proposal process and select their energy partner based solely on the unique value it can provide to their organizations.

Ameresco confirms that the team will continue to be proactive in direct sales of Ameresco's services and solutions to public agencies nationwide and respond in a timely manner to leads established by OMNIA Partners. Further, the sales team will be proactive in its promotion of cooperative purchasing as a viable, competitively solicited and publicly awarded, and widely used procurement vehicle for public agencies that is both non-exclusive and requires no cost participation. Ameresco's best value government pricing will be extended to all Members and can be verified via the OMNIA Partners membership portion its website. Further, a weblink to this portal will be included on Ameresco's dedicated OMNIA Partners webpage for Members throughout the term of the Master Agreement.

All sales materials specific to the promotion of the OMNIA Partners Master Agreement will use the OMNIA Partners logo, with permission.

National Sales Force Training

- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*
- i. Key features of Master Agreement*
 - ii. Working knowledge of the solicitation process*
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
 - iv. Knowledge of benefits of the use of cooperative contracts*

Ameresco confirms that it will continue its national sales force training on the Master Agreement and will extend such training as needed and to sales personnel new to Ameresco. Please reference Ameresco's response to question B.ii as part of the [Ninety-Day Plan to Implement Master Agreement](#).

National Contract Contact Information

- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:*
- | | |
|-------------------------------|-----------------------------|
| <i>i. Executive Support</i> | <i>ii. Marketing</i> |
| <i>iii. Sales</i> | <i>iv. Sales Support</i> |
| <i>v. Financial Reporting</i> | <i>vi. Accounts Payable</i> |
| <i>vii. Contracts</i> | |

For this National Contract, the following individuals will maintain primary responsibility for the following areas and will direct inquiries to the most appropriate Ameresco team member, as necessary.

Executive Support: Ron Haxton, Senior Vice President – Business Development
E: rhaxton@ameresco.com | P: 509.343.5358

Marketing: Sarah Price, Managing Director – Marketing & Communications
E: sprice@ameresco.com | P: 480.499.9123

Sales: Vince Drieling – Vice President – Business Development
E: vdrieling@ameresco.com | P: 972.349.0970



Sales Support: Sarah Price, Managing Director – Marketing & Communications
E: sprice@ameresco.com | P: 480.499.9123

Financial Reporting: Sarah Price, Managing Director – Marketing & Communications
E: sprice@ameresco.com | P: 480.499.9123

Leslie Taylor, Proposal Professional
E: ltaylor@ameresco.com | P: 508.598.3157

Accounts Payable: Janice Fox, Senior Corporate Accounting Manager
E: ap@ameresco.com | P: 508.661.2200

Contracts: Sarah Price, Managing Director – Marketing & Communications*
E: sprice@ameresco.com | P: 480.499.9123

**Ms. Price will coordinate activities related to the National Contract, including involving necessary Ameresco personnel as dictated by contract need. Member contracts are typically facilitated directly between the Member and the sales account executive, acting as primary point of contact with each Member. Ms. Price will maintain contract (sales) reporting.*

National Sales Force Structure

- I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Ameresco has a very flat structure with the majority of the sales force reporting directly to sales management within a sub-geographic region, and ultimately reporting to an executive in charge of sales for a much larger geographic footprint. For the purposes of this response, Ameresco's highest-level executive in charge of sales and responsible for over 30 states within the U.S. follows:

Sales Executive: Ron Haxton, Senior Vice President – Business Development
E: rhaxton@ameresco.com | P: 509.343.5358

Sales Efforts to Implement, Grow and Service National Program

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Ameresco anticipates that the broad scope of services and solutions offered through the Master Agreement will continue to be an attractive procurement option to customers. Our sales and marketing approach is to offer customers customized and comprehensive energy services and solutions tailored to meet their economic, operational, and technical needs. We identify project opportunities through referrals, requests for proposals ("RFPs"), conferences and events, website, digital campaigns, telemarketing, and repeat business from existing customers. As noted as part of Ameresco's sales training and marketing efforts shown on the preceding pages, our marketing and direct sales force will engage the OMNIA Partners team, as needed to implement, grow, and service the national program.

National Program Management

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The overall national program will be directly managed by Ms. Sarah Price, Managing Director – Marketing & Communications, throughout the term of the Master Agreement. Ms. Price will work in close collaboration with Ameresco's corporate marketing and sales personnel to coordinate the ongoing promotion of the program, including via the marketing and sales activities outlines throughout this [Section 3.3 Marketing and Sales](#).

A cornerstone of Ameresco's internal sales training related to the national program will include the



timely setup of any Public Agency wishing to leverage the Master Agreement, as well as the timely reporting of a resultant sale and subsequent payment of administrative fee to OMNIA Partners.

Throughout the term of the Master Agreement, Ms. Price will be the primary point of contact to OMNIA Partners and will work to ensure the overall success of the program.

Public Agency Sales and Top Customers

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

In 2023, Ameresco's U.S. revenue was \$557.1 million, derived from state, provincial, or local government entities, including public housing authorities, public universities, and municipal utilities.

As a publicly traded company, Ameresco does not publish a list of its top public customers. That said, the following projects and customers were the subject of a press release from the period January 2023 to present. Contact information for these customers will be furnished upon request by OMNIA Partners.

- [Ameresco Announces Partnership with Alaska Pacific University on Facility Replacement Project](#)
- [Ameresco Partners with City of Boulder on Sustainable Deconstruction of Former Boulder Community Health Hospital](#)
- [Ameresco Secures Four Battery Energy Storage Design/Build Project Contracts Totaling 379MWH with Middle River Power at California Gas Power Plants](#)
- [Customer Release – Construction Begins on Citywide Philly Streetlight Improvement Project](#)
- [Ameresco Announces Innovative Regional Solar Array Project in Collaboration with City of Craig, Yampa Valley Electric Association, and the Colorado Department of Local Affairs](#)
- [Hawaiian Electric Company Announces Ameresco Award for Two Clean Energy Projects Totaling 111 MW](#)
- [Ameresco Announces Completion of 27-Megawatt Solar Farm in Village of DePue, IL](#)
- [Ameresco Awarded Contract from Warren Woods Public Schools for Transformative Sustainability Infrastructure Project](#)
- [Ameresco Begins Construction of Biogas Cogeneration Project in Sacramento, California](#)
- [Ameresco Awarded Energy Savings Performance Contract to Upgrade Energy Efficiency & Modernize Historic Building in Columbia County, Oregon](#)

Payment Capabilities and Limitations

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Ameresco maintains all information systems capabilities necessary to manage a service or project from initial contract through final payment. Ameresco practices industry standard billing and invoicing procedures as established by the American Institute of Architects, with the flexibility to modify invoicing to meet a Members' needs and requirements.

Invoices are due Net 30 days and are immediately posted to Members' accounts on the date of receipt. Payments can be made via electronic wire or check.

Public Solicitation Options

- N. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*
- i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
 - ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
 - iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
 - iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*
- Detail Supplier's strategies under these options when responding to a solicitation.*

i. Master Agreement Pricing

Should a Member that is already engaged with Ameresco and whereby Ameresco is identifying and/or developing energy solutions decide to issue a public solicitation, as opposed to electing to utilize the Master Agreement without formal solicitation, Ameresco will respond to the solicitation utilizing the Master Agreement pricing and will report the sales to OMNIA Partners and remit appropriate administrative fee.

ii. Not-to-Exceed Pricing

Not applicable. Ameresco has not provided not-to-exceed pricing in Section 2 – Pricing.

iii. – iv. Pricing Higher than Master Agreement

Should a Member that is already engaged with Ameresco and whereby Ameresco is identifying and/or developing energy solutions decide to issue a public solicitation, as opposed to electing to utilize the Master Agreement without formal solicitation, and in the unlikely event that the Public Agency refuses to utilize Master Agreement, Ameresco's may provide pricing higher than the Master Agreement. In the unlikely event this occurs, Ameresco would not report the sale to OMNIA Partners.

OMNIA Partners Administration Agreement

- b. The successful Supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.*

Ameresco's exceptions or proposed alternate language can be found in [Exhibit 3.3 Proposed Exceptions](#).

Appendix B, Exhibits F and G

- c. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.*

Ameresco's completed solicitation forms have been included in [Exhibit 3.2 Federal Funds Certifications and New Jersey Business Compliance](#).

Contract Implementation/Customer Transition Plan

- 2. Describe Supplier's contract implementation/customer transition plan, include a timeline.*

As an incumbent Supplier, Ameresco's existing contract [11-48 Energy Management Consultation and Related Services](#) held with OMNIA Partners is set to expire December 31, 2024, with an optional renewal through December 31, 2025. Ameresco anticipates that OMNIA Partners will want to utilize the new Master Agreement following the execution by both parties and will work directly with OMNIA Partners to determine the best transition timing.

In anticipation of a successful award by OMNIA Ameresco, Ms. Sarah Price will seek to identify all anticipated projects that may utilize the existing contract and associated timing. For projects already underway and whereby the existing contract has been promoted, Ameresco may request that the existing contract be utilized for that engagement, and prior to the current contract expiration.

We would expect to implement the newly awarded contract with Members, including the timely setup of any Public Agency wishing to leverage the Master Agreement, for any project not already underway immediately upon the execution of the Master Agreement by both parties.

Qualifications and Expertise: Energy and High-Performance Building Consulting and Management Services

- 3. Describe the Supplier's qualifications and industry expertise in providing energy and high-performance building consulting and management services.*

Ameresco has over two decades of industry expertise in providing energy and high-performance building consulting and management services such as that noted in Section [3.2 Distribution, Logistics](#) for Public Agencies throughout North America.

Also noted in Section 4 – References and Experience and in addition to project examples provided therein, founded April 25, 2000, Ameresco, Inc. (NYSE: AMRC) is leading cleantech integrator and renewable energy asset developer, owner, and operator. Our comprehensive portfolio includes the delivery of over \$14 billion and over 4 GWe of solutions that help customers reduce costs, decarbonize to net zero, and build energy resiliency while leveraging smart, connected technologies. Of note, in addition to the projects highlighted throughout Section 4, Exhibit 4.2 Additional Relevant Information contains project highlights of Ameresco's energy and high-performance building consulting and

management services, among others.

Our core services include the development, design, arrangement of financing, construction, and installation of solutions that deliver measurable cost and energy savings while enhancing the operations, energy security, infrastructure, and resiliency of a facility. As a trusted sustainability partner, we are always on a mission to help customers lower their overall carbon footprint and reduce their environmental impact.

Our projects incorporate innovative technology and techniques, customized to improve the efficiency of major building systems. **Energy Efficiency** measures and upgrades often include lighting, water, heating, ventilation, cooling, building envelop, smart meters and controls. We first implement efficiency gains in order to establish a strong baseline for renewable energy generation needs.



We promote resiliency and sustainability by developing and building **Distributed Energy Generation, Storage Systems, and Microgrids**. Examples of these distributed energy generation resources include solar photovoltaic (PV) and thermal, CHP and cogeneration plants, geothermal, green gas, and wind – all of which can all be paired with microgrid and battery storage technologies. We can build, operate, and maintain these plants for our customers, or can build plants under our ownership to mitigate customer risk while providing the localized benefit of onsite energy generation.

Ameresco's experience in building modernization, retrofits, and work with utility distribution systems and non-energy-focused design-build new construction falls into the **Infrastructure** expertise bucket. In addition, Ameresco can work with customers to monetize existing energy assets and take ownership and operation off of the customers' balance sheet.

Data drives our **Energy Analytics & Supply** solutions ranging from our proprietary asset management software, AssetPlanner, to energy procurement services for negotiating contracts and stabilizing customers' energy budgets.

Our holistic approach to energy solutions ensures end-to-end technical guidance, from project inception to continued **Operations & Maintenance (O&M)** of systems. Ameresco understands that a well-designed and properly executed O&M program is a crucial element in the equipment performance and maintenance required to realize all possible energy savings.

Technical independence coupled with our advanced technology portfolio allows us to integrate best-in-class solutions for the unique needs of each Member, paired with practical financial solutions. Whether focused on securing infrastructure upgrades, meeting sustainability goals, or creating resiliency, our customers benefit from a single provider of comprehensive clean technology solutions.

Energy Analyzing, Defining and Monitoring

4. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would: analyze, define, and monitor all elements of energy exposure and consumption, including (but not limited to) the consumption of electricity, natural gas, and refined products (such as heating oil, gasoline and diesel). Include how the Supplier can assist with market monitoring and price management services and help analyze utility rate programs.*

Ameresco manages electricity, natural gas, and refined products for our customers across all regions of the United States. We assist those customers in the development of comprehensive energy management strategies. In accordance with a Member's energy risk management policy, Ameresco will



monitor and report on the following aspects of energy consumption and price.

- Competitive energy product structure
- Hedged v. open position
- Forward energy market value v. locational marginal price
- Changes to energy profile due to onsite projects
- Market price signals v. strategic energy plan objectives
- Curtailment requirements and opportunities

Ameresco will design and deploy a market-monitoring and communication protocol which mitigates risk and aims to reduce price-volatility.

Please reference Question B.1.a,3.2.A, [Energy Supply Management \(ESM\)](#), for additional information related to Ameresco's ESM services.

Energy and Utility Resource Project Analyses

While the basic concept of an energy efficiency and conservation program is the same from one company to another, an individual approach to the evaluation, engineering, equipment selection, installation, and many other factors differ markedly and can have a major impact on the returns on investment. Ameresco's approach to developing a project can be summed up in three words: **comprehensive, collaborative, and customized.**

We work collaboratively with our customers to determine the best methodology to upgrading their infrastructure, ensuring the consideration of all solutions, and keeping each customer's unique operational and financial goals at the forefront. This typically begins with **energy and utility resource analyses to identify areas of deferred maintenance and opportunities for infrastructure upgrades.** Projects incorporate innovative technology and techniques, customized to improve the efficiency of major building systems, water and wastewater treatment plants, or other infrastructure. Efficiency measures and upgrades often include lighting, water, heating, ventilation, cooling, building envelope, smart meters, and controls. If desired by the customer, we right-fit distributed generation solutions to balance or offset reliance on the grid and increase benefits of renewable energy and advanced energy management.

Once project goals are thoroughly understood, Ameresco engineers gather data on utility rates, historical consumption, and facilities and infrastructure. Engineers review all information and begin to document our assumptions and understanding of building condition, operations, and performance. Further, we leverage our proprietary tools to model lifecycles for building systems and liaise with key facility stakeholders to validate our assumptions and identify any knowledge gaps, resulting in bespoke reports and dashboards for analysis. This unique data development process allows Ameresco to quickly gain insights as to which buildings present opportunities to adapt and modernize through various energy and utility resource conservation measures (ECMs) and facility improvement measures (FIMs) and provides insight into the greatest energy, utility resource, and cost savings opportunities. To gain an accurate picture of existing conditions, Ameresco may:

- Perform onsite surveys with in-house project designers and engineer(s). Our staff members hold all the appropriate industry credentials, including PEs, CEMs, CEAs, CLEPs, among others
- Interview facility/maintenance director and staff, administration, and any other stakeholders
- Analyze recent utility data to evaluate operation schedules, utility demand and usage, rate structures, and areas of excessive energy and/or utility resource use



- Review recent operational and capital expenditures to determine areas that may require further investigation
- Update and/or review any previous utility audits or feasibility studies recently conducted by/for the City
- Review as-built drawings for existing buildings
- Analyze any available submeter data

At the end of this task, Ameresco will have identified which sites have the largest opportunity for energy efficiency based on benchmarking across multiple performance metrics. We will have synthesized all data and information gathered through field data acquisition and individual ECMs/FIMs are specified. The savings potential of each ECM/FIM is determined, and preliminary and utility resource energy baselines are established.

As part of a guaranteed energy savings project, the next step would be to perform a more thorough Investment Grade Audit. Under an Energy Savings Performance Contract (ESPC), the IGA serves to more firmly define the scope of work and final cost. The IGA is equivalent to an ASHRAE Level 3 Audit and is a much deeper dive into the costs and savings associated with the project to ensure that Ameresco has an accurate and complete understanding of all the impacts associated with the project. This report will include a detailed description of the scope of work, energy calculations, measurement and verification (M&V) protocols, financing terms and conditions, and areas to be upgraded. The resultant Energy Services Agreement will ensure that the systems will be upgraded, and sustainability goals advanced.

Long-term M&V services and annual reconciliation of performance and savings is carried out in accordance with the site-specific M&V plan. The M&V plan presented in the IGA will be written in accordance with the International Performance Measurement & Verification Protocol (IPMVP) and/or Federal Energy Management Program (FEMP) M&V protocols for performance-based contracts.

New Infrastructure Energy Analysis

-
5. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier analyzes the energy costs for potential new infrastructure facilities, such as natural gas pipelines, compressor stations, storage facilities, on-site fuel systems, substations and on-site generation. Describe how the Supplier negotiates with utilities, pipelines and other suppliers to arrive at the best pricing and reliability possible.*
-

In addition to the information provided in response to the preceding questions, from renewable energy plants that surpass federal and state government efficiency guidelines to energy efficient retrofits, energy management system enhancements, and cogeneration systems, Ameresco has a breadth and depth of solutions for commercial, industrial, institutional, and government customers. Our team of experienced energy specialists has designed, built, operated, and maintained power plants and energy assets. We can create plants that use traditional fuel sources as well as renewable energy plants powered by biomass, geothermal, wind and hydroelectric fuels.

Ameresco considers every aspect of an organization's energy, heating, cooling, and water needs, finding efficiencies and delivering budget-neutral energy infrastructure improvements that use annual utility savings to provide the capital needed for critical upgrades. Energy management system enhancements and retrofits can be phased in, allowing operations to continue without interruption as infrastructure is modified or replaced.

As it pertains to energy supply management, Ameresco's staff can provide cost-impact advisory services related to certain upgrades to facility infrastructures. As an example, such upgrades could



include adding additional accounts/meters for existing or new lines of business or installing transformers or substations. Ameresco staff will rely upon internal and external subject matter expertise to deliver this service.

Comprehensive Energy Management Plan

6. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would design a comprehensive energy management plan, including (but not limited to) energy procurement of electricity, natural gas and other energy commodities (such as renewable energy credits and renewable energy from solar or wind). This plan should analyze the use of various energy pricing products and recommend strategies to achieve best pricing and reliability.*

Ameresco can assist Members in developing or refining strategic energy management plans. Such plans require input from multiple Member departments (e.g., energy management, real estate, treasury, sustainability, finance, etc.). Through a multi-disciplinary approach, Ameresco can develop a comprehensive energy plan which meets the needs of both internal and external stakeholders. Understanding the broad objectives of the Member organization is the initial step in developing such a strategy. Once established, the next steps include developing goals around different aspects of the Member portfolio. Those goals could include:

- Meeting environmental benchmarks (Scope 1 and 2 emissions)
- How to address regulated v. deregulated energy spend
- Fixed v. variable pricing when available

Once enacted, Ameresco can devise and deploy a reporting mechanism to measure the results of implementation.

Market Conditions Assessment

7. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would evaluate energy market conditions and risks, gather market research, and implement strategic risk management solutions. Describe how the Supplier can assist with researching alternative energy options. Include an example of a case study performed.*

As a part of the comprehensive strategic energy supply management plan, Ameresco will implement a purchasing strategy in deregulated energy markets. Once in motion, Ameresco will monitor energy markets throughout the life cycle of each contract in an effort to align the purchasing strategy with risk policies and market value. Ameresco will stay abreast of market risk through a continual review of the fundamental market factors and global influences which can affect domestic energy supply and price. Further, Ameresco will communicate market value and risk both in regularly scheduled calls, and ad-hoc correspondence, with client contacts. A case study for Chicago Public Schools can be found in [Exhibit 3.4 Case Study: Chicago Public Schools](#).

Please reference Ameresco's responses to the preceding Questions 3 through 6, as well as [Section 3.2, Ameresco's Product and Services Offerings](#) for information on Ameresco's ability to assist in determining appropriate energy services and solutions, including alternative energy options. All of Ameresco's projects are specifically designed from inception through the term of the contract to mitigate customer risk. Further, we evaluate and offer several project delivery methods to allocate risk to best meet the Member's interests.

Strategic Procurement

-
8. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would assist in the development of a strategic procurement process with public agencies for energy solutions. Indicate the Suppliers experience with scope development, vetting of energy suppliers, evaluation of the financial viability and reliability of energy companies, negotiation assistance, and contract review.*
-

Ameresco's approach to energy procurement starts with modeling the position. Components of Ameresco's modeling effort include:

- Discussion of goals (meeting / beating budget, lowering year on year cost) and risk tolerance (threshold of pain, acceptable cost range, etc.);
- Forecast of load by utility;
- Supply price formula, by contract;
- Projection of cost of retail charges; and
- Forward wholesale energy market price curves.

Ameresco will propose an energy procurement plan for the Member based on contracts in place at the time of Ameresco's deployment and the factors listed above. The plan will include suggested RFP timeframes, considering the expiration dates of existing contracts as well as our forward view of the various competitive markets. We will also discuss pricing products available to form a comprehensive plan designed to meet the Member's stated objective(s). Our typical procurement process follows:

- Collect baseline data;
- Engage in discussions with stakeholders to determine approach, purchasing strategy, budget considerations, legal requirements, risk tolerance, and any other specific information;
- Develop RFP documents to solicit quotes from viable suppliers in accordance with approved strategies;
- Manage the bid process;
- Submit a written recommendation with supporting analysis for each RFP;
- Assist in contract execution; and
- Oversee the enrollment process to ensure all accounts are enrolled on time by the supplier.

As an independent energy services and solutions provider, Ameresco's Energy Supply Management Team works with a trusted portfolio of competitive energy suppliers. While many have been in the business since the inception of deregulation, recent market entrants can sometimes bring value to Member organizations. When approached by new suppliers, Ameresco conducts due diligence to better understand that supplier's strength in the market, financial capacity to meet market obligations, and customer service process, among other criteria. It is important to understand that Ameresco's role is to bring qualified suppliers to the Member, rather than bringing qualified customers to the supplier. Using this as a guiding principle, Ameresco exercises the utmost caution in vetting and recommending a supplier.

Account Management and Energy Bill Auditing

9. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would provide account management and auditing of energy bills, including aggregation strategies and services, tariff rate and tax optimization, utility bill processing and payment services, ensure transparency and accuracy of billings, dispute resolution, client advocacy and client educational opportunities.*

Complementing our software solution is an industry leading utility bill management (UBM) practice, which handles all types of utilities, including electricity, water, natural gas, fuel oil, waste, recycling, etc., and ensures robust data management processes are in place to maintain and upkeep the data which will inform reporting and decision making for customers. AssetPlanner® can establish meters for all types of utilities that might be connected to a building or asset. Meters can be further configured for consumption, supply, or generation data depending on the meter and data provided by the utility provider.

Ameresco's utility bill data acquisition service comprehensively handles bills of all forms and the workflow outlines our process for handling utility bills.

Ameresco processes thousands of bills per month and our assigned UBM specialists will work with Members to ensure the process is well understood, well communicated, and the final solution(s) and configuration(s) are tested and approved.

To ensure accuracy, Ameresco's software will perform active analysis and flag fatal errors, errors, and warnings. Fatal errors indicate that data problems and processing the utility bill cannot take place until the errors are corrected. Errors indicate that correction is required on the imported utility bill. Warnings indicate that there are potential problems which should be investigated.

With our Bill Audit Resolution service, Ameresco can act on all utility bill fatal errors and errors within 72 business hours. Ameresco will act on all utility bill warnings within fifteen business days for each processed utility bill. Processing includes:

- Resolve inconsistencies between utility bill's and data in AssetPlanner® such that the warning is no longer flagged.
- Documenting and marking valid or not applicable warnings as "Resolved".
- Initiate communication with the utility to resolve an issue such as invalid late fees, meter reading error etc.

Availability and Timely Fulfillment

10. *Describe how the Supplier ensures the availability and timely fulfillment of energy, building, and other related products and services.*

Energy, Building and Other Related Products and Services

A key benefit of Ameresco's independent position in this marketplace is that we have no pull-through product or service goals. Because our only product is energy services and we have no larger manufacturing or service-providing corporation influencing our solutions for Members; technologies, equipment, and systems are recommended based on their ability to best meet the needs of the project for the lowest possible cost and are typically procured in real-time. **Our national buying agreements enable us to receive product quickly, and plan for longer lead time items. Subsequently, Ameresco avoids schedule delays due to equipment procurement.**

Energy Supply Management

Ameresco considers timing to be the most important part of the procurement process. Determining when to enter the market will have a much greater impact on pricing than the competitive bid process itself. We monitor basis markets for natural gas and electricity throughout the year. We make our recommendation to go to market when we see the best opportunity based on recent historic precedents. Ameresco conducts its own fundamental and technical analyses of the markets and uses this information to recommend to our customers when to request quotes from suppliers. Ameresco continually monitors the market, assessing signals that can impact both short- and long-term price drivers. Ameresco seeks to evaluate the overall price movement of the energy markets. This analysis examines indicators such as moving averages, stochastic patterns, and trading volumes, all of which help to assess overall market progression.

Ordering Methods

11. *Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).*

Not applicable. Ameresco is not a manufacturer.

Ability to Meet Deadlines

12. *Describe Supplier's history of meeting deadlines, including such items as reporting services, order fill rates, shipping/on-time delivery and emergency products/services.*

Ameresco understands the importance of meeting deadlines. At the start of every project, we align with customers to develop timelines and schedules that are meaningful to both the customer stakeholders and the community. We have a time-proven history of on time delivery, within budget.

Schedule maintenance is an ongoing activity and includes routine updates to the schedule based on construction progress, material procurement status, permitting status, and other information. Additionally, if priorities for sequencing the work between the buildings and sites changes, the impact to the master schedule will be reflected in the updated schedule. This will include any impact to project float or duration.

Maintaining an accurate schedule will allow both the Member and Ameresco to track to actual progress of the project in relation to planned progress. This will identify any areas of concern or overall project trends, which can then be addressed as soon as they are identified.

Service and Warranty Needs

13. *Describe Supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.*

As Ameresco does not manufacture products or equipment, the life expectancy under normal use of systems and equipment installed under the scope of a Member's project contract varies bases on system or equipment type. Ameresco provides a standard warranty term of one year on Ameresco's installed materials and labor from the date of completion, with manufacturer-supplied warranties extended to the Member upon project close-out.

In case of a defect, the Member would contact Ameresco to report the issue. Ameresco will evaluate

the defect and determine the proper corrective action. Ameresco will then work with the appropriate material supplier or installing subcontractor to correct the defect. The turnaround time will vary depending on the type of defect.

Extended Warranty or Service Maintenance Programs

14. Describe any extended warranty programs or service maintenance programs available.

Manufacturer-supplied warranties for the systems and equipment installed under the scope of a project contract are extended to the Member upon the issuance of a Certificate of Completion. Some warranties can be extended by the manufacturer, which will be determined on a case-by-case basis once the final equipment has been selected for an individual project.

At the Member's discretion, Ameresco can offer a comprehensive operations and maintenance (O&M) service plan in the final contract. For energy projects, an O&M plan will help to ensure that energy savings are maintained over the term of the contract and extend the useful life of installed equipment. Ongoing service will be managed by Ameresco's in-house team, supported by local management and qualified service providers to assure responsiveness. These firms will be mutually selected with Member based on reputation, qualifications, and ability to respond to scheduled and emergency service calls within required time periods.

Operations and maintenance expenses can vary greatly from one energy solution to another. While a solar array or geothermal system may need very little ongoing maintenance, wind turbines and landfill-gas-to-energy systems require skilled technicians to keep them operating efficiently. Simply finding the right personnel to operate and maintain advanced energy systems can be a challenge, as technologies are changing rapidly.

Ameresco can provide complete O&M solutions or integrated solutions with training for existing staff. As an independent company with no products to sell, our customers can choose best-in-class energy equipment solutions and gain control over the costs to operate and maintain them.

For software modules, Ameresco provides a Service Level Agreement (SLA) that applies to the delivery of services by Ameresco in accordance with a dually executed Service Order, Ameresco's General Terms of Service, recording the Services and Service Tier to be delivered.

Technical Advice and Sales Support

15. The Supplier shall provide timely and accurate technical advice and sales support. The Supplier shall respond to such requests within one (1) working day after receipt of the request. Describe Supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

While Ameresco does not maintain a customer service department, our sales, technical, and project management teams are committed to 100 percent customer satisfaction. Each Member will always have a primary point of contact with Ameresco who is committed to consistently maintaining an open line of communication. Ameresco will provide timely and accurate technical advice and support within one working day after receipt of such request.

Because every project is unique, it is crucial for our project teams to understand each Member's unique goals and objectives. During the construction and implementation phase, for example, Ameresco's assigned Senior Project Manager will be the primary point of contact, including after-hours. Following the implementation phase, if selected, Ameresco's in-house O&M professionals who are available and committed to providing immediate response 24 hours a day, 7 days a week, 365 days per year



(24/7/365). These individuals can be reached by phone or email.

Our project managers are always backed by Ameresco's full staff of 1,500 located throughout the country and are always able to receive the support necessary to address issues of any nature or scope.

For **AssetPlanner®** software, live support will be available during Business Hours. Ameresco will respond to system generated alerts and web, email, and phone requests from Authorized Users within the time specified for the applicable Service Tier.

We also offer an annual training conference in which clients attend classroom sessions enhance their AssetPlanner® skills and learn of new enhancements.

Technology Used to Support Contract

16. Describe technology used to support the contract, include any website links and online capabilities and functionality.

Ameresco leverages industry-recognized software and tools, as well as proprietary technology and processes, in the identification, evaluation, and delivery of energy services and solutions. Examples include the Microsoft software suite, Procore, PVSyst, Heliscope, among others.

For AssetPlanner® software, live support will be available during Business Hours. Ameresco will respond to system generated alerts and web, email, and phone requests from Authorized Users within the time specified for the applicable Service Tier.

Information Technology and Cybersecurity Risk Management

As is the case for all large companies, we are regularly subject to cyberattacks and other cyber incidents and, therefore, cybersecurity occupies a pivotal role within our risk management process. We adhere to a risk-based, multi-layered "defense in depth" approach that is dedicated to the identification, protection, detection, response, and recovery from cyber threats and incidents.

We understand that a single technology, process, or business control cannot wholly prevent or mitigate all potential risks. Therefore, we employ a multitude of technologies, processes, and controls, each functioning independently but collectively forming a cohesive strategy aimed at minimizing risk. This strategy is evaluated through various means, such as frequent research and industry security briefings among our information technology (IT) group, internal and external audits, independent program assessments, control attestation reports, penetration testing, and other exercises that gauge its effectiveness. Threats and incidents connected with third party service providers are considered and managed under this process as well. We engage external parties, including consultants, independent privacy assessors, computer security firms and risk management and governance experts, to enhance our cybersecurity oversight. For example, we have engaged an outside consulting firm with expertise in the field to help us assess our systems, monitor risk and implement best practices and to support the internal audit of our cyber security programs and we regularly consult with industry groups on emerging industry trends. In addition, as part of our overall risk mitigation strategy, we maintain cyber insurance coverage.

Our cybersecurity policies, standards and procedures include cyber and data breach response plans, which are periodically assessed against the National Institute of Standards and Technology Cybersecurity Framework. We do not believe that there are currently any risks from cybersecurity threats that are reasonably likely to materially affect us or our business strategy, results of operations, or financial condition.

Customer Privacy

Policies and practices relating to the collection, usage, and retention of customer information are critical to ensure the privacy and security of our customers. These policies and practices are referenced in different areas of our organization such as website or internally via our human resources information system / IT system.

Our policies generally cover the collection of information, transparency, and consent, how it is used, its retention duration depending on regulatory requirements or other internal business factors. We take proactive steps to ensure that privacy and security of all information is maintained at the highest levels via our policies and practices.

Public Agency Assistance

17. *Describe what assistance the Supplier will require from Participating Public Agencies to provide the range of products and services described in this RFP.*

Ameresco's approach to developing a project can be summed up in three words: **comprehensive, collaborative, and customized**. We work collaboratively with our customers to determine the best methodology, ensuring the consideration of all solutions, and keeping each customer's unique operational and financial goals at the forefront.

Depending on the service or solutions contemplated by the Member, Ameresco may request information such as utility data to evaluate operation schedules, utility demand and usage, rate structures, and/or areas of excessive energy and/or water use; recent operational and capital expenditures to determine areas that may require further investigation; previous utility audits or feasibility studies recently conducted by/for the Member; as-built drawings for existing buildings; and available submeter data, as an example.

Environmental Strategy

18. *Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, sustainability, and any resources dedicated to your environmental strategy.*

Also provided in response to Question 1.A.E, [Green or Environmental Policies](#) herein, founded on a mission to create value and provide energy efficient and renewable solutions to the organizations we serve, Ameresco is relentless in the pursuit of a sustainable future. Our core ESG theme of "Doing Well by Doing Good" reflects the inherent and grounded purpose behind our Company's impact. Our stewardship of this theme is demonstrated by our success in delivering solutions that enable a climate positive future.

In 2021, Ameresco committed to achieving carbon neutral scope 1 and scope 2 operations by 2040. To ensure our interim emissions reduction milestones are on pace with actions required to limit warming to 1.5°C, we are committing to establish GHG reduction targets through SBTi by 2025 and validate our net zero targets with science-based certification. In 2022 and 2023, we focused our attention on implementing improved processes while establishing robust data management protocols to prepare for third party assurance and disclosures. Our materiality assessment in 2022 confirmed what we have always known – decarbonizing our operations and making our supply chain more sustainable and climate resilient is considered essential by internal stakeholders, customers, and investors alike. As one stakeholder put it "ESG is our core mission."



Ameresco is progressively improving the management and reporting of carbon emissions as it prepares for increased levels of disclosure in alignment with global reporting standards. As introduced in our 2022 report, our scope 1 and scope 2 emissions calculations are structured to only include sites where we are directly paying the bills, with assets outside of our operational boundary allocated to scope 3.

Ameresco's 2023 estimated scope 1 and 2 emissions were 360,291 metric tons of CO₂ equivalent across our global operations. Since we started reporting, the Company's U.S. operations account for close to 100% of our carbon footprint (scope 1 and scope 2 emissions), the vast majority of which (~99%) can be attributed to our owned energy assets including biogas-to-electricity, biogas distribution, and renewable natural gas.

We intend to continue to improve our emissions reporting methodology to accurately capture our complex operational characteristics. We aim to establish a robust, data-driven baseline in 2025 with science-based targets set to 2030 and beyond, disclosing short- and medium-term targets for scope 1 and 2 emissions en route to net zero.

More information on Ameresco's environmental strategy and initiatives can be found in Ameresco's **2023 Impact Report** by visiting <https://www.ameresco.com/esg/>. A copy of this report has also been included as part of Ameresco's Proposal Section 4 – References and Experience.

Safety Record

19. Describe the Supplier's safety record.

Ameresco highly values the health and safety of our employees, contractors, customers, and communities. With one of the lowest Experience Modification Rates (EMR) in the industry (0.84), Ameresco takes workplace safety seriously. We truly believe that no financial goal, work task, customer deliverable, or schedule demand is worth an injury, and that every Ameresco employee, supplier, contractor, partner, and vendor has a responsibility to work safely. Of note, as reported in our 2023 Impact Report, Ameresco is 23% below the industry standard for total recordable cases.

An active and effective Safety & Health (S&H) Program whose staffing and functions are reflective of the company's size, complexity, and operating exposures play a key role in the organization's overall performance. Ameresco's S&H Program was established to benefit first and foremost the employees and subcontractors it supports, but also as a safeguard and protector of the Company's assets. Our safety leadership is grounded in five pillars: Field Presence, Effective Communication, Feedback Mechanism, Accountability, Benchmarking.

For additional information, please visit Ameresco's Health & Safety section of our website at <https://www.ameresco.com/esg/health-and-safety/>.

Financial Condition

20. Describe the financial condition of Supplier.

Ameresco recognizes that it is paramount to have an energy partner that is not only technically qualified, but also financially strong, with a stable and solid track record of performance in the capital markets. With 2023 revenues of \$1.37 billion and a construction backlog of \$1.3 billion, Ameresco is a leading independent energy services companies in the United States. For the year ending 2023, Ameresco had total assets of approximately \$3.7 billion and a \$495 million credit facility. In addition, we maintain a \$2 billion surety credit facility through a corporate provider with an AM Best Rating of "A Excellent."

As a publicly traded company, Ameresco's most current prospectus, including Balance Sheet and Cash Flow statement is provided within our audited, publicly available annual 10-K and quarterly 10-Q financial statement information filed with the U.S. Securities and Exchange Commission (SEC). Information can also be found via Ameresco's website at <https://ir.ameresco.com/financial-results>.

Additional Information

21. Provide any additional information relevant to this section.

Accreditations and Pre-Qualifications

NAESCO

The National Association of Energy Service Companies (NAESCO) is the leading advocacy and accreditation organization for Energy Service Companies dedicated to modernizing America's infrastructure through performance contracting. Ameresco's CEO, George Sakellaris, was one of the founding members of NAESCO, and served as its president for several years.



Encompassing energy and utility resource conservation and procurement services, the NAESCO accreditation is a rigorous examination of a company's core competencies and business practices. The examination includes an evaluation of the precise nature of the applicant's business; the range of measures and services offered to customers; the availability of a performance-based project approach; ethical business practice commitment; project engineering and design, financing, project management, operations and maintenance capabilities; and the capability to verify and monitor energy cost savings.

Ameresco met, and embodies, all these criteria and will leverage these core competencies for a resultant project with the City.

Prequalifications

Ameresco is recognized by both the U.S. Department of Defense (DOD) and Department of Energy (DOE) as a federal qualified ESCO. Like NAESCO's accreditation process, these federal qualifications are based on independent evaluations of Ameresco's capabilities and ability to successfully develop, finance, implement, and perform long-term performance services on behalf of its customers.

Financial Options

Unfunded liabilities and aging infrastructure are always a source of concern. When budget constraints are an issue for energy project financing, Ameresco can turn these fiscal strains into sources of cash through different contract options that allow reinvestment into core assets and the reduction of operating costs.

By conducting a needs analysis that highlights facility-related cost savings and revenue opportunities, Ameresco can devise strategies that leverage this funding for power project financing. Ameresco uses DBOOM (Design, Build, Own, Operate and Maintain), Performance Contracting, Power Purchase Agreements (PPAs), and Budget Neutral Infrastructure Upgrades, among others, as its core tactics for energy project financing.

Ameresco is also on top of innovative funding opportunities such as renewable energy certificates, grants, utility rebates and tax credits continuously in development at the federal and state levels. This allows for a complete and up-to-date evaluation of potential aid to finance renewable energy projects.

Resource Center

Ameresco offers several resources on its website for Members, including project case studies and industry education. (<https://www.ameresco.com/resource-center/>)

- **Project Highlights and Case Studies.** Learn more about Ameresco projects across geographies, markets, and advanced technologies. These energy projects span efficiency, renewables and distributed generation, flexibility solutions like microgrids and storage. [Read more](#) about the solutions provided and the measurable benefits delivered to our partners.
- **On-Demand Webinars.** Join us for on-demand recorded webinar discussions on topics from Energy as a Service (EaaS) to Capital Creation Strategies, Resiliency, Advanced Water Infrastructure, Renewable Natural Gas, Microgrids and more. [Get the latest information](#) on trends and insights from customer stories.
- **Ameresco White Paper Library.** Get instant access to [Ameresco white papers](#) that show how the newest energy technologies can be deployed to improve resiliency, security and efficiency and to learn more about specific services we provide.
- **Video Library.** Find [video case studies, interviews and project overviews](#) that cover the breadth of Ameresco's work for government agencies, states, municipalities and private enterprises in the commercial, healthcare, industrial and manufacturing sectors.

Comprehensive Energy Consulting and Management
Services, Building and Other Energy Solutions, and
Related Products and Services:
Section 3 – Ability to Perform

Exhibit 3.2 Proposed Exceptions



Exhibit 3.2 Proposed Exceptions

Ameresco respectfully submits the following proposed exceptions for consideration.

IV. Region 14 – TERMS AND CONDITIONS (*solicitation pages 9-11/111*)

Section	Existing Language	Ameresco Proposed Exception(s)
Audit Rights	Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) 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. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may 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 14 ESC.	Ameresco proposes that, if Region 14 ESC elects to perform "extensive" audit of Ameresco's pricing, the cost of that audit be borne by Region 14 ESC unless such audit determines that Ameresco's pricing was more than [10%] higher than the pricing under this agreement. In addition, any audit will take place at Ameresco's offices, following reasonable prior notice, during normal working hours. Materials may be reviewed and audited but may not be copied or removed from Ameresco's offices.
Indemnity	Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.	Ameresco prefers to revise the indemnity provision so it reads as follows: The awarded supplier shall protect, indemnify and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all third party claims and resulting damages, losses and expenses arising out of any claim for bodily injury or property damages, to the extent the same is caused by the negligence or willful misconduct of supplier or its employees or subcontractors. In addition, Ameresco intends to negotiate customary and reasonable mutual indemnities and limitations on liability with Participants, to the extent permitted by applicable law.
Termination	Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by	Ameresco proposes that, in the event of any breach by Ameresco, Ameresco receive notice from Region 14 ESC and at least 30 days to cure such breach, such additional time as may be reasonable in the circumstances, if such breach cannot be cured within 30 days, so long as Ameresco commences cure within such 30



	Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.	day period and thereafter prosecutes the same diligently to completion.
--	---	--

Comprehensive Energy Consulting and Management
Services, Building and Other Energy Solutions, and
Related Products and Services:
Section 3 – Ability to Perform

Exhibit 3.3 Federal Funds Certifications and New Jersey Business Compliance



Exhibit F

Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version March 19, 2024

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES RH Initials of Authorized Representative of offeror

(B) 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 (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RH Initials of Authorized Representative of offeror

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

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES RH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

Version March 19, 2024

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES RH Initials of Authorized Representative of offeror

Offeror's Name: Ameresco, Inc.

Address, City, State, and Zip Code: 2355 E. Camelback Road, Suite 410

Phone Number: 480.499.9150

Fax Number: 480.499.9170

Printed Name and Title of Authorized Representative: Ron Haxton, Senior Vice President - Business Development

Email Address: rhaxton@ameresco.com

Signature of Authorized Representative: Ron Haxton

Date: July 3, 2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD 4010 Labor Provisions also applies to this contract.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Ameresco, Inc.

Address, City, State, and Zip Code:

Version March 19, 2024

2355 E. Camelback Road, Suite 410, Phoenix, AZ 85016

Phone Number: 480.499.9150

Fax Number: 480.499.9170

Printed Name and Title of Authorized Representative:

Ron Haxton, Senior Vice President - Business Development

Email Address:

rhaxton@ameresco.com

Signature of Authorized Representative: *Ron Haxton*

Ron Haxton (Jul 3, 2024 11:59 PDT)

Date: July 3, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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; and
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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. **Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. **Suggested Language.** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Ameresco, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ron Haxton

Ron Haxton (Jul 3, 2024 11:59 PDT)

Signature of Contractor's Authorized Official

Ron Haxton, Senior Vice President - Business Development

Name and Title of Contractor's Authorized Official

July 3, 2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Ameresco, Inc.

Address, City, State, and Zip Code:

2355 E. Camelback Road, Suite 410, Phoenix, AZ 85016

Phone Number: 480.499.9150 Fax Number: 480.499.9170

Printed Name and Title of Authorized Representative:

Ron Haxton, Senior Vice President - Business Development

Email Address: rhaxton@ameresco.com

Signature of Authorized Representative: Ron Haxton
Ron Haxton (Jul 3, 2024 11:59 PDT)

Date: July 3, 2024

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Ameresco, Inc.

Organization Address: 111 Speen Street; Framingham, MA 01701

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
George P. Sakellaris	111 Speen Street; Framingham, MA 01701
Grantham, Mayo, Van Otterloo & Co. LLC	40 Rowes Wharf; Boston, MA 02110

Region 14 Education Service Center (ESC)

Contract # 158962

for

Comprehensive Energy Consulting and Management Services,
Building and Other Energy Solutions, and Related Products and
Services

with

Ameresco, Inc.

Effective: November 15, 2024

The following documents comprise the executed contract between the Region 14 Education Service Center and Ameresco, Inc., effective November 15, 2024:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and any Addenda, incorporated by reference



Response to Request for Proposal No. RFP 24-S889

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 1 – Signature Form

Prepared for

Region 14 Education Service Center
on behalf of itself and other government agencies and made
available through OMNIA Partners, Public Sector, Inc.

July 18, 2024

This Proposal contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.

VII. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Ameresco, Inc.
Company Name

2355 E. Camelback Road, Suite 410
Address

Phoenix	AZ	85016
City	State	Zip

480.499.9150	480.499.9170
Telephone Number	Fax Number

rhaxton@ameresco.com
Email Address

Ron Haxton	Senior Vice President - Business Development
Printed Name	Position

Ron Haxton
Ron Haxton (Jul 6, 2024 08:31 PDT)
Authorized Signature



Response to Request for Proposal No. RFP 24-S889

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 2 – Pricing

Prepared for

Region 14 Education Service Center
on behalf of itself and other government agencies and made
available through OMNIA Partners, Public Sector, Inc.

July 18, 2024

This Proposal contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.



Section 2 – Pricing

Table of Contents

A. Availability of Services, Products and Pricing..... 2-1

Supplier Proposal..... 2-1

Pricing Structures..... 2-1

Pricing Update Frequency 2-11

Shipping 2-12

Delivery or Installation Services 2-12

Contract Fullfillment 2-12

Offers, Promotions, Discounts or Rebates..... 2-12

Contract Pricing Verification 2-12

Invoicing and Payment Processes 2-12

Payment Types 2-13

Future Products 2-13

Additional Information 2-13

Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc.
(Solicitation No.: RFP 24-S889)

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 2 – Pricing

A. Availability of Services, Products and Pricing



A. Availability of Services, Products and Pricing

Supplier Proposal

-
1. *Indicate if the Supplier is providing: Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions and Other Related Products and Services, or both.*
-

Ameresco, Inc. is submitting this proposal for both Comprehensive Energy Consulting and Management Services, as well as Building and Other Energy Solutions and Other Related Products and Services.

Pricing Structures

-
2. *Describe the Suppliers pricing structures for products, services, warranties, and labor-based rates. Price lists provided will be used to establish the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Suppliers may elect to limit their proposals to any category or categories.*
 - a. *Any discounts proposed should remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.*
-

As mentioned throughout Ameresco's proposal, our objective approach enables us to implement the most advanced technologies to meet the unique needs of each Member. Our designs and services are based only on our customer needs. We deploy best-in-class solutions with no technical or vendor bias, ensuring that Members receive best pricing.

Ameresco offers preeminent experts in solar and energy storage, microgrids, streetlighting and smart cities, renewable natural gas (waste to energy), Public-Private Partnerships (P3), Power Purchase Agreements, decarbonization, and other areas of innovation. This allows us to bring the best experts into the project in the most streamlined and cost-effective structure.

Whenever possible, Ameresco directly purchases all major equipment and systems through established national buying agreements. Quotes are solicited on a project-by-project to ensure that Members receive the lowest possible equipment cost available in the marketplace. This approach also allows Ameresco to install the Member's preferred equipment brands rather than low-bid equipment typically furnished by subcontractors. Because of our transparent pricing structure, Members see construction and procurement costs—there are no hidden costs or markups in our pricing.

Pricing is project dependent and therefore a standard pricing list is not available. Ameresco's pricing strategy and structure follows:

Energy Conservation/Generation and/or Utility or Infrastructure Upgrade

Unlike a traditional commodity purchase, an energy conservation/generation and/or utility or infrastructure upgrade project cannot be procured utilizing a simple "price per unit" scheme. Energy and utility conservation and/or upgrade projects are dynamic structures which are developed for and structured to meet the unique needs of each individual Member.

Ameresco's energy conservation/generation and/or utility or infrastructure upgrade project projects have distinct phases:

- **Phase I. Project Identification, Preliminary, and/or Investment Grade Audit.** Project definition and engineering. Selection of final project measures.



- **Phase II. Construction.** Ameresco serves as the Design/Build General Contractor for the installation of the final measures selected during Phase I.
- **Phase III. Performance Period (*if an ESPC or guaranteed energy savings/generation project*).** Measurement and verification services to assure anticipated savings are being achieved.

Each phase can be priced separately or as a comprehensive energy services package. The pricing structure of each phase is outlined below.

Project Identification, Feasibility/Preliminary Audit, and/or Investment Grade Audit Pricing Structure

Depending on the level of project identification and feasibility analysis necessary based on Member's objectives, risk tolerance, financial parameters, and desired project contracting method, among other factors, the cost to perform a feasibility analysis can vary widely as shown below:

- **Investment Grade Audit.** The cost of the Investment Grade Audit is a fixed price based on the square footage of the buildings included in the scope of work and the depth of analysis that the Member is interested in. Unique areas such as parking structures or water treatment systems are priced based on the retrofit technologies to be evaluated. The cost of the Investment Grade Audit will be included in the construction cost of the project if the Member moves into the implementation phase of the retrofits. An Investment Grade Audit is completed for comprehensive energy conservation and upgrade projects that include a long-term performance guarantee (e.g., energy savings performance contract (ESPC) project).
- **Flat Fee.** Energy projects comprising an already identified single measure (e.g., like-for-like equipment replacement, renewable energy preliminary deliverable, etc.); whereby a fixed price can be established based on number of systems to be evaluated, type of systems to be evaluated, and depth of the engineering details that the Member wishes to receive; or for where the Member has selected a contracting method whereby the cost of the deliverable is generally standalone from the construction price.
- **No-Cost.** An example of where Ameresco may not charge a project identification, preliminary and/or Investment Grade fee would include scope that has already been identified and/or designed or where the Member has selected a third-party designer, whereby Ameresco is providing turnkey general contractor services. In this case, Ameresco's fees would likely be based on a markup structure and included as part of the construction pricing provided to the Member.

Construction Pricing Structure

Ameresco can work with Members on an "open book" basis for determining the cost of the individual energy conservation/generation and/or utility or infrastructure upgrade project.

Ameresco approaches pricing by leveraging past project experience and strong partner relationships. Similar scope elements can quickly be assessed from other projects, while key scope differences are quantified and accounted for to give confidence and justification to our prices. Ameresco solicits multiple subcontractors that have demonstrated the capability to install the measures in a high-quality manner. We also solicit multiple vendors of the major pieces of equipment to get competitive pricing. All known site conditions are accounted for as best as possible, as early as possible, to give the most complete picture of realistic pricing.

These material and labor costs for installation along with any outsourced detailed engineering costs, as



necessitated by scope, are the “Direct Costs” of the project. The cost of the professional services provided by Ameresco will be determined as a percentage of the Direct Costs. A fixed overhead and profit percentage is then applied to the Direct Costs and professional services. **All the percentages used for the professional services, overhead, and profit will be mutually agreed upon with the Member.**

Categories of professional services may include:

- Engineering and Design
- Performance and Payment Bond
- Construction Management
- Monitoring and Verification at Construction
- Training
- Legal Services
- Warranty Service
- Travel
- Overhead
- Profit

Measurement and Verification Pricing Structure

Ameresco can provide a performance guarantee that the energy measures will produce the savings/generation/accuracy projected in the Investment Grade Audit. The length of the term of the performance guarantee is flexible and is the choice of the Member. Measurement and verification (M&V) of the installed measures is required for Ameresco to provide a performance guarantee. An M&V report will be prepared on an annual basis that presents the actual savings/generation achieved as compared to the guarantee. Reports can be generated more frequently if desired by the Member.

The cost of the M&V services is dependent on the M&V methodology selected by the Member and the number of reports generated each year. Ameresco uses the International Performance Measurement and Verification Protocol (IPMVP) and Federal Energy Management Program (FEMP) M&V protocols to create M&V plans. The M&V plan is written collaboratively with the Member during the Investment Grade Audit phase.



Energy Consulting and Management Services

- b. For Energy Consulting and Management Services, Offerors must submit a fee schedule in a manner that allows for clear calculation of price based on one or more criteria. Presentation in a table and/or matrix type of format is desired.
 - 1. For services involving the procurement of a commodity, proposer shall display its pricing in a format that may be composed of such factors as energy usage (kWh, Dth, gallon, etc.).
 - 2. For data management and bill auditing services, proposer shall display pricing in a format that may be composed of such factors as number of bills per month and level of service.
 - 3. For services where there is a revenue sharing component, such as bill auditing, proposer shall display pricing in a format that may be composed of such factors as number of meters, number of bills, size of utility spend, etc.
 - 4. Consulting services shall be displayed on a cost per hour, either all-inclusive or cost per position (manager, director, vice-president, etc.).
 - 5. Any other applicable component necessary to achieve pricing as described above is acceptable.

Energy Supply Management

The primary process will be in identifying aggregate load to be served, including legal entities, account numbers, utilities, historical usage(s), and associated costs. Ameresco will pre-screen much of this prior to implementation. Given the large number of decision makers/purchasers, individual Members must be provided the ability to opt in or opt out, well in advance of execution. Our recommended approach is to issue a standard membership agreement that is acceptable to the Member up front.

Ameresco’s proposed fee structure for energy procurement services is usage based. By that, we mean a fee would be added to the cost of supply. This is the best way to have the cost of our services apportioned across the portfolio. As more Members sign onto the program and the workload increases, so does our remuneration.

Ameresco’s fee per Member that enters a contract for electricity, natural gas, or both:

AssetPlanner®

 The individual Member is responsible for entering their own data (monthly electric and gas consumption) and Ameresco will provide training resources including video, PDF’s, and a dedicated line to call for assistance. This can be set up so OMNIA Partners can view all sites for comparison, while individual members can only view their site. Other customers have used the platform to create incentives for conserving energy, offering an award for the highest year over year reduction.

Ameresco Asset Sustainability Services

Ameresco Asset Sustainability Consulting Fees – Pricing Guidance (Cents per Square Foot)

Table 2.1. Ameresco Asset Sustainability Consulting Fees – Pricing Guidance (¢/ft²)

Portfolio Square Feet (Assumed # of Facilities)		<500,000 SF (< 10)	<1,000,000 SF (< 20)	<2,000,000 SF (< 40)	<5,000,000 SF (< 100)	<10,000,000 SF (< 200)	<20,000,000 SF (< 400)	<100 Million SF (≥ 400)
Consulting Services								
Capital Planning	<u>ESSENTIALS: Software Setup & Onboarding:</u> Configuration, Asset Register, User Training, Reports & Dashboards							
	<u>PREFERRED: Add On to ESSENTIALS</u> Lifecycle Modeling Template Development, Prioritization Schema, Asset Reviews, Quality Assurance, Needs Analysis, & Executive Summary							
	<u>FCAs: Add On to PREFERRED</u> Visual, non-intrusive, facility condition assessment of equipment and systems compliant with Uniformat Level 2-3 Classification							
	<u>FCAs: Specialized</u> Visual, non-intrusive, assessment of equipment and systems compliant with Uniformat Level 4 Classification. Assessment of specialist systems in alignment with code, ADA, or other compliance standards							
Maintenance Management	<u>ESSENTIALS: Software Setup & Onboarding</u> Configuration, Asset Register, Templates, Tasks, User Training, Reports & Dashboards							
	<u>PREFERRED: Advanced Functionality</u> ESSENTIALS Plus. Customer Workflows, Smart Checklists, Fault Detection & Predictive Maintenance							
Energy Management	<u>ESSENTIALS: Software Setup & Onboarding</u> Configuration, Asset Register, User Training, Historical Data Import, Reports & Dashboards							
	<u>PREFERRED: Additional Services</u> ESSENTIALS Plus. Configure Rules Engine, Rules Hierarchy, Alerts & Notifications, Dashboard, & Custom Workflows, Consulting & Advisory, Decarbonization & Net Zero Planning							

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)



Ameresco Asset Sustainability Subscription Fees – Pricing Guidance (per Square Foot)

Table 2.2. Ameresco Asset Sustainability Subscription Fees – Pricing Guidance (price/ft²)

Portfolio Square Feet (Assumed # of Facilities)		<500,000 SF (< 10)	< 1,000,000 SF (< 20)	< 2,000,000 SF (< 40)	< 5,000,000 SF (< 100)	< 10,000,000 SF (< 200)	< 20,000,000 SF (< 400)	< 100 Million SF (≥ 400)
Module Name								
Capital Planning	Asset Planning							
	Project Planning							
	AuditPlanner Mobile Application							
Maintenance Management	Preventative Maintenance							
	Service Request							

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Table 2.3. Ameresco AssetPlanner Annual Subscription Fee (\$/Meter)

Data Format / Type	Monthly Meter Data (Utility Bills)	Interval Meter Data (Whole Building, Sub-Metering)	High Velocity / Real-Time Data (IoT, DER, BAS)
Module and Service Name	\$ per Year	\$ per Year	\$ per Year
Energy and Sustainability (E&S): Subscription provides access to unlimited users with advanced features and functionality to support energy management, sustainability reporting, and utility bill management. Access to a wide array of charts, reports, and dashboards to tell data stories for consumption, cost, demand, and carbon emissions at the building, building category, or portfolio level.			
Streamlined Data Management (E&S): Streamline and digitize data from utility bills, or interval meters, and structure for analysis and reporting. Establish ongoing workflows to automate data management processes and quality checks.			
Utility Bill Management (E&S): Unlock other value add services including an automated workflow for accounts payable, custom compliance reporting and integrations (i.e., ESPM, GHG, ESG), bill resolution services, and rate analysis.			
Analytics Planner (AnPI): Subscription provides access to unlimited users to support real-time monitoring of building assets or distributed energy resources such as Solar PV. Advanced features and functionality enable advanced analytics, fault detection and diagnostics, custom maintenance workflows, reporting, and dashboards.			
Streamlined Data Acquisition (AnPI): Streamline and digitize high velocity, near real-time data from building automation systems (BAS), IoT devices, or distributed energy resource (DER) assets for analysis and reporting. Establish connections and ongoing workflows to automate data management processes and quality checks.			

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Table 2.4. Ameresco Advisory Services – Energy and Climate

Service Description	Standard	Premium
Program Development (Energy Management): Establish an energy management program to help reduce consumption and costs throughout the organization. Produce a policy charter documenting stakeholders, long-term goals, short-term targets, and energy baselines. Perform energy benchmarking and prioritize buildings for further investigation and audits. Develop a plan-do-check-act program and help measure savings and communicate successes for buy-in and continuous improvement.		
Sustainability Reporting: Prepare an audit-grade GHG Inventory for Scope 1, 2, and 3 emission sources and categories. Establish data management workflows to collect, organize, and transform raw data from source. Perform GHG emissions calculations following industry standards, using reputable emissions sources, and provide an audit trail for reporting and disclosures. Support customers with value-add presentations and advisory annually as it relates to sustainability reporting.		
Decarbonization Services – Needs Analysis: Produce a comprehensive needs analysis to benchmark, categorize, and prioritize buildings for further investigation within a customer profile. Building upon existing consumption, cost, or carbon baselines, and physical asset condition data, to categorize buildings by several characteristics that helps identify emissions reduction measures (ERMs) and prioritizes representative buildings for decarbonization assessments).		
Decarbonization Services – Decarbonization Assessments: Perform decarbonization assessments on representative building assets based on a comprehensive portfolio needs analysis which prioritizes prototypical buildings for further investigation. We will assess existing equipment, electrical service capacity, combustion equipment inventory, and on-site renewable feasibility. We will identify and evaluate ERMs, quantify costs and savings, and findings will be scaled across similar buildings within the portfolio.		
Decarbonization Services – Decarbonization Plan: Establish an actionable framework and roadmap for achieving 100% carbon emission reductions across the portfolio for Scope 1 and 2 emissions. The plan will articulate a recommended pathway which incorporates a tailored evaluation criteria and decision development framework informed by stakeholders. The pathway will incorporate 3-4 key scenarios which are based upon packages of measures which have been bundled and sequenced for impact relative to a baseline, interim targets, and a final goal year target. The plan will remain flexible for future iterations, growth, or changes within the portfolio and should be utilized as a living document for the organization.		

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Ameresco Asset Sustainability Consulting Fees – Pricing Guidance

Table 2.5. Ameresco AssetPlanner Annual Subscription Fee (\$/Meter)

Data Format / Type	Monthly Meter Data (Utility Bills)	Interval Meter Data (Whole Building, Sub-Metering)	High Volume / Velocity Data (IoT, DER, Building Automation)
Module Name	\$ per Year	\$ per Year	\$ per Year
Energy and Sustainability Provide a software subscription to unlimited users with access to data import tools and templates to manage energy and sustainability data pipeline			
Data Acquisition Automate and digitize data from utility bills, or interval meters, and structure for analysis and reporting			
Data Management (Add-Ons) Accounts Payable Workflow, Energy Star Integrations, Carbon Reporting Integrations, Bill Resolutions Services			
Analytics Planner Fault Detection & Diagnostics, Advanced Analytics, Custom Workflows for Maintenance, EMaaS			

Note: Fees listed do not include applicable taxes, out of pocket expenses (mileage, equipment fees, per diems, etc.)

Ameresco Asset Sustainability – Additional Services

Any additional services outside the scope of the project will be charged according to the rate schedule below of developed in mutually agreed upon scoping document. Rate Schedules for the various staff members are listed as follows:

Table 2.6. Ameresco Asset Sustainability Additional Services

Role Description	Hourly Rates (\$/Hour)
Administrator	
Technical Support	
Energy Analyst / Project Coordinator	
Energy Supply Management Procurement Advisor	
Data Analyst / Project Coordinator	
Senior Analyst / Data Science	
Senior Natural Gas Procurement Advisor	
Senior Energy Procurement Advisor	
Project Manager / Program Manager	
Director / Senior Manager	
Vice President / Senior Director	
Senior Vice President	

Not-to-Exceed Pricing

- c. Pricing may be submitted as not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Not applicable.

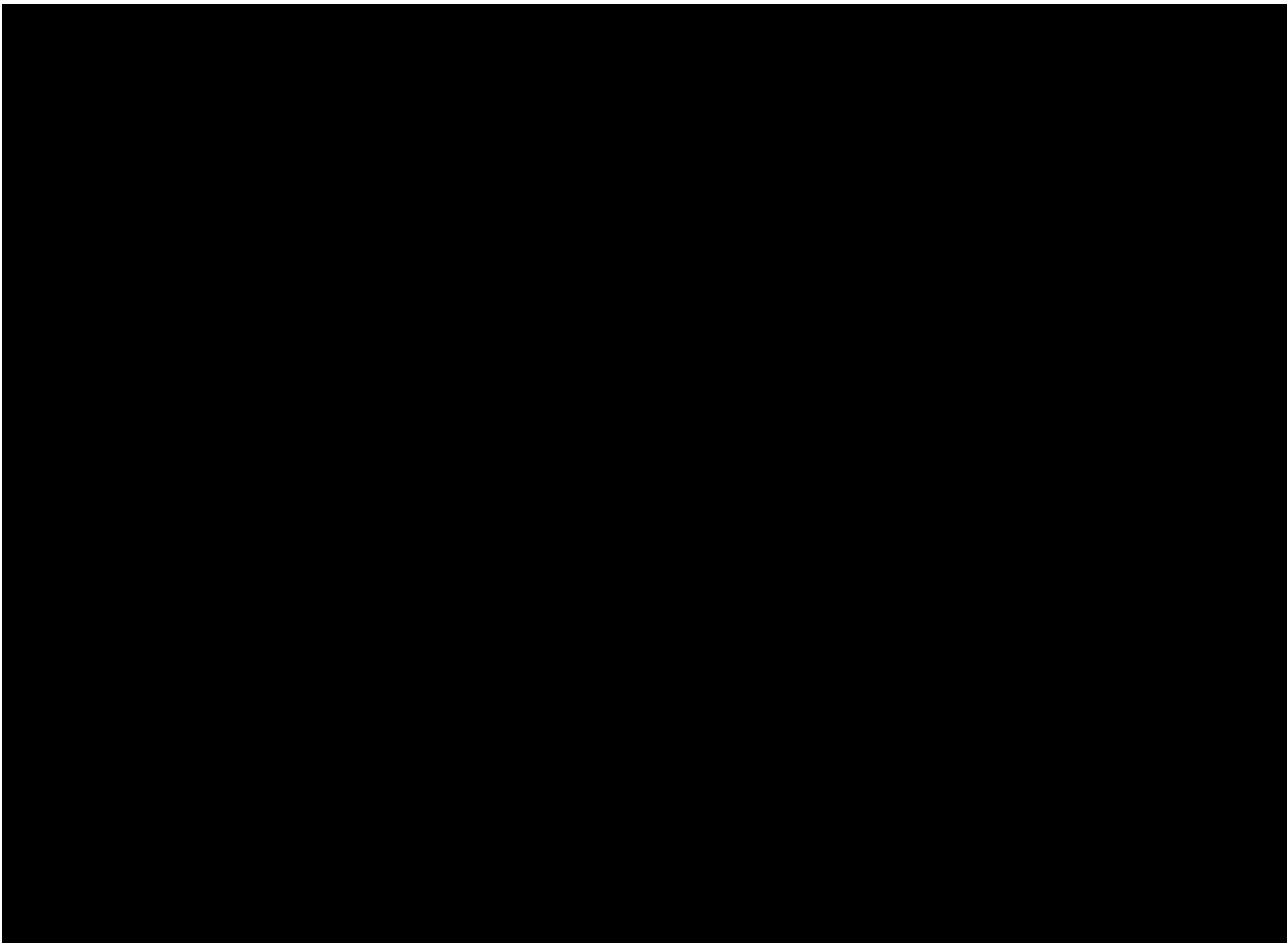


Discounts

-
- d. *Pricing may be based on a discount from a manufacturers price list matrix or catalog, fixed pricing, unit pricing, or set labor and hourly rates. As an option, pricing may also be a discount off the City Cost Index when using one of the following: RS Means Construction Procurement Catalog: Facilities Construction Cost Data book; RS Means Construction Procurement Catalog: Electrical Cost Data; and/or RS Means Construction Procurement Catalog: Mechanical Cost Data. When applicable, multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal and additional pricing and/or discounts may be included. Any special discounts due to stocking or faster turn-around times may have higher list price adjustments and shall be listed separately.*
-

Whenever possible, Ameresco directly purchases all major equipment and systems through established national buying agreements. Quotes are solicited on a project-by-project to ensure that Members receive the lowest possible equipment cost available in the marketplace. This approach also allows Ameresco to install the Member’s preferred equipment brands rather than low-bid equipment typically furnished by subcontractors.

As noted in Section 3 – Ability to Perform, Ameresco maintains a specialized team of smart building control programmers, engineers, technicians, electricians, project managers, and control commissioning professionals. While Ameresco has installed controls solutions representing every conceivable manufacturer and product, in addition to our national buying agreements – including with major controls manufacturers – Ameresco is a certified dealer of Distech Controls, Reliable Controls, and Computrol, allowing the Member to leverage lower pricing when these technologies or systems are selected for project inclusion. The following manufacturer discount(s) are available to Members.



Labor-Based Pricing

- e. For labor-based pricing with billable rates, pricing shall list the classifications of labor with billable rates for each offeror's office(s), territories, or district(s) along with any sub-office pricing as required. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Subcontractor labor shall not be recognized separately. Each respondent shall determine their subcontractor's labor rate as a prime labor classification (for example, an electrician's labor rate shall be calculated based on the offeror's subcontractor's labor billable rate plus respondent's normal margins on subcontractor labor.) Additionally, the hours for each task in a scope of work shall USE a benchmark against an established data set (e.g.; RS Means Construction Procurement Catalog or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means Construction Procurement Catalog or others) cost index by each offeror's office(s), territories or district(s) to determine effectiveness of providing these tasks.
1. The high-performance building related labor classifications are designated under Section VI. Labor Classification.
 2. Include breakdowns of standard labor rates, overtime rates, and per diem rates (per person/per day). Indicate if there is a minimum charge of hours for services.
 3. Rates may be adjusted annually with approved justification based on increases of field labor adjustments, material price index changes, and operating expense changes from the previous year.
 4. Consulting services shall be displayed on a cost per hour, either all-inclusive or cost per position (manager, director, vice-president, etc.).

Not applicable. Please reference Ameresco's response to [Question 2.a](#) on the preceding pages.

Table 2.8. Ameresco Labor Billing Rates

Effective Date: July 18, 2024

Classification Office/District Description	Hourly Rate (\$/Hour)
Architectural	N/A
Asbestos Worker	N/A
Boilermaker	N/A
Bricklayers; Masons	N/A
Carpenter /Case worker	N/A
Carpet Layers/Floor Installers	N/A
Concrete Finishers	N/A
Data Comm./Telecom Installer	N/A
Delivery Personnel	N/A
Drafting	N/A
Drywall Installers; Ceiling Installers	N/A
Electricians	N/A
Elevator Mechanics	N/A
Engineering Design	N/A
Energy Engineer	N/A
Glaziers	N/A
Heavy Equipment Operators	N/A
Helper	N/A
HVAC Commercial A/C technician	N/A
HVAC Light Commercial	N/A
HVAC Helper	N/A
HVAC Field Supervisor	N/A
HVAC Refrigeration technician	N/A
HVAC Duct Installer	N/A
HVAC Filter technician	N/A
HVAC Building Automation technician	N/A
Infrared Technician	N/A
Insulators	N/A
Ironworkers	N/A



Table 2.8. Ameresco Labor Billing Rates
Effective Date: July 18, 2024

Classification	Hourly Rate (\$/Hour)
Laborers	N/A
Lathers	N/A
Light Equipment Operators	N/A
Metal Building Assembler	N/A
Millwrights	N/A
Operating Engineer	N/A
Painters/Wall Covering Installers	N/A
Pipefitters	N/A
Plumbers	N/A
Project Manager	N/A
Project Administrator	N/A
Project Engineering	N/A
Refrigeration Technician	N/A
Refrigeration Supervisor	N/A
Roofers	N/A
Sheet Metal Workers	N/A
Sprinkler Fitters	N/A
Terrazzo Workers	N/A
Test & Balance Technician	N/A
Tile Setters	N/A
Water Proofers/Caulkers	N/A
Water Treatment Technician	N/A
Miscellaneous Material Margins	N/A
Labor Coefficient	N/A

Emergency or Disaster Recovery Situation Utilizing Federal Funding

- f. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

Ameresco will comply with all federal requirements for any project utilizing federal funding.

Pricing Update Frequency

3. Propose the frequency of updates to the supplier’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.

There are occasions where certain Ameresco pricing must be updated to align with market conditions. Barring any special circumstances, it is anticipated that this request would occur no more than once per year.

Should Ameresco wish to introduce an additional service or solution not currently outlined in this proposal, Ameresco will request the addition of the service or solution following the processes outlined by OMNIA Partners for submission and approval of such addition(s).

Shipping

-
4. *If applicable, describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*
-

Not applicable.

Delivery or Installation Services

-
5. *Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.*
-

Please reference Ameresco's pricing methodology provided herein.

Contract Fulfillment

-
6. *Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.*
- Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates.*
 - Purchase orders and payment can only be made to the awarded supplier, or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.*
-

Not applicable. Ameresco is not a manufacturer.

Offers, Promotions, Discounts or Rebates

-
7. *Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.*
-

Not applicable. Ameresco is not a manufacturer.

Contract Pricing Verification

-
8. *Describe how customers verify they are receiving the correct contract pricing.*
-

The pricing provided herein and as updated throughout the Master Agreement, if necessary, will be available to Members via the OMNIA Partners membership portion its website. Further, a weblink to this portal will be included on Ameresco's dedicated OMNIA Partners webpage for Members.

Invoicing and Payment Processes

-
9. *Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.*
-

Ameresco practices industry standard billing and invoicing procedures as established by the American Institute of Architects. As an example, standard billing procedures to a Member utilizing an Energy Services Agreement follows:

- A typical agreement will allow for monthly progress billing based on percentage completed until



the project is delivered. Invoices are prepared by the project manager and approved by the Director of Engineering and Operations. Ameresco's invoices are concise, easy to understand, and specifically identify each component of work installed during that month.

- Invoices are prepared in three parts:
 - Invoice cover summary sheet, which summarizes the project status for the month end.
 - Payment application sheet, which provides a breakdown of the project cost by specific measure and by facility. The payment application identifies the specific charges for the work performed during the period and previous invoices.
 - Supporting documentation such as Release of Liens, Certified Payroll, equipment partial and full acceptance certificates, and any additional documentation required.

All invoicing can be modified to meet a Members' needs and requirements.

Invoices are due Net 30 days and are immediately posted to Members' accounts on the date of receipt. Payments can be made via electronic wire or check.

Payment Types

10. Indicate the payment types accepted and if credit cards are assessed a convenience fee.

Please see response to Question 9 above.

Future Products

11. Describe how future product introductions will be priced and align with contracting pricing proposed.

Should Ameresco wish to introduce an additional service or solution not currently outlined in this proposal, Ameresco will request the addition of the service or solution following the processes outlined by OMNIA Partners for submission and approval of such addition(s).

Additional Information

12. Provide any additional information relevant to this section.

Not applicable.



Response to Request for Proposal No. RFP 24-S889

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 3 – Ability to Perform

Prepared for

Region 14 Education Service Center
on behalf of itself and other government agencies and made
available through OMNIA Partners, Public Sector, Inc.

July 18, 2024

This Proposal contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.

Section 3 – Ability to Perform

Table of Contents

B. Ability to Perform.....	3-1
Ability to Meet Requirements.....	3-1
Detailed Response to Appendix B, Exhibit A, Section 3.0 “Supplier Response”	3-1
3.1 Company.....	3-1
Brief History and Description of Supplier	3-1
Total and Location of Sales Personnel	3-2
Support Center and Corporate Office Locations	3-2
Annual Sales.....	3-3
Green or Environmental Policies	3-3
Diversity Programs or Partners	3-4
Diverse Supplier Certifications.....	3-5
Diverse Supplier Certifications.....	3-5
Competitive Differentiators.....	3-5
Litigation, Bankruptcy or Reorganization	3-6
Felony Conviction Notice	3-6
Debarment or Suspension Actions	3-6
3.2 Distribution, Logistics.....	3-7
Ameresco’s Product and Services Offerings.....	3-7
Product/Service Distribution.....	3-19
Master Agreement Pricing	3-19
Other Companies Involved in Processing, Handling or Shipping.....	3-19
Distribution Facilities, Warehouses and Retail Network.....	3-19
3.3 Marketing and Sales.....	3-19
Confidential Portions of Response.....	3-19
Ninety-Day Plan to Implement Master Agreement.....	3-19
Ninety-Day Plan to Market Master Agreement.....	3-20
Master Agreement Transition.....	3-22
Logo Use	3-22
Proactive Sales Efforts and Materials	3-23
National Sales Force Training.....	3-23
National Contract Contact Information.....	3-23
National Sales Force Structure	3-24
Sales Efforts to Implement, Grow and Service National Program.....	3-24
National Program Management.....	3-24
Public Agency Sales and Top Customers.....	3-25
Payment Capabilities and Limitations	3-25
Minimum Contract Sales.....	3-26
Public Solicitation Options	3-26
OMNIA Partners Administration Agreement	3-27
Appendix B, Exhibits F and G.....	3-27



- Contract Implementation/Customer Transition Plan 3-27
- Qualifications and Expertise: Energy and High-Performance Building Consulting and Management Services 3-27
- Energy Analyzing, Defining and Monitoring 3-28
 - Energy and Utility Resource Project Analyses 3-29
- New Infrastructure Energy Analysis 3-30
- Comprehensive Energy Management Plan 3-31
- Market Conditions Assessment 3-31
- Strategic Procurement 3-32
- Account Management and Energy Bill Auditing 3-33
- Availability and Timely Fulfillment 3-33
 - Energy, Building and Other Related Products and Services 3-33
 - Energy Supply Management 3-34
- Ordering Methods 3-34
- Ability to Meet Deadlines 3-34
- Service and Warranty Needs 3-34
- Extended Warranty or Service Maintenance Programs 3-35
- Technical Advice and Sales Support 3-35
- Technology Used to Support Contract 3-36
 - Information Technology and Cybersecurity Risk Management 3-36
 - Customer Privacy 3-37
- Public Agency Assistance 3-37
- Environmental Strategy 3-37
- Safety Record 3-38
- Financial Condition 3-38
- Additional Information 3-39
 - Accreditations and Pre-Qualifications 3-39
 - NAESCO 3-39
 - Prequalifications 3-39
 - Financial Options 3-39
 - Resource Center 3-40

[Redacted]

Exhibit 3.2 Proposed Exceptions

Exhibit 3.3 Federal Funds Certifications and New Jersey Business Compliance

[Redacted]

Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc.
(Solicitation No.: RFP 24-S889)

Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services: Section 3 – Ability to Perform

B. Ability to Perform





B. Ability to Perform

Ability to Meet Requirements

1. Describe the Suppliers ability meet the requirements of a National Cooperative Contract.

Ameresco is committed to partnering with OMNIA Partners, Public Sector, Inc. and its Members to meet the requirements of a National Cooperative Contract, as outlined herein.

Detailed Response to Appendix B, Exhibit A, Section 3.0 “Supplier Response”

- a. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

3.1 Company

Brief History and Description of Supplier

- A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 2000, Ameresco (NYSE:AMRC) is a leading clean technology integrator and renewable energy asset developer, owner, and operator. Our comprehensive portfolio includes energy efficiency, infrastructure upgrades, asset sustainability, and renewable energy solutions.

Our core offerings include the development, design, arrangement of financing, construction, and installation of solutions that deliver measurable cost and energy savings while enhancing the operations, energy security, infrastructure, and resiliency of a facility. These solutions range from comprehensive energy consulting and management services to upgrades to a facility’s energy infrastructure to the development, construction, and operation of renewable energy plants. As a trusted sustainability partner, we are always on a mission to help customers lower their overall carbon footprint and reduce their environmental impact.

Drawing from decades of experience, we develop these tailored energy projects for [federal, state, and local governments](#), [K12 schools](#) and [higher educational](#) and [healthcare institutions](#), airports, [public housing authorities](#), [commercial/industrial customers](#), [transportation and infrastructure](#), and [utilities](#) across the United States, Canada, and Europe.

We have sourced and raised approximately \$5.5 billion in project financing while delivering \$14.4 billion in energy solutions since our inception. Our growth is driven by staying ahead of the curve and at the leading edge of innovation taking place in the energy sector, offering new products and services to new and existing customers.

About Ameresco

Founded in 2000 | Public in 2010

-  **\$14+ Billion** in energy solutions delivered since company inception
-  **4+ GWe** of renewable energy resources contracted or managed (solar, BESS, wind, biogas, RNG, operations & maintenance, etc.)
-  **1,500+ Employees** throughout North America and Europe
-  **60+ Offices** providing local expertise in markets served
-  Embracing **innovation** through tailored projects aligned to customers goals
-  Committed to reduce our customers’ carbon footprints by a cumulative **500 million metric tons by 2050**



In addition to organic growth, strategic acquisitions of complementary businesses and assets, and entering into joint venture arrangements has been, and continues to be an important component to our growth strategy. These strategies enable us to broaden our service offerings and expand our geographical reach.

Vendor and Technology Agnostic

Ameresco is unique in that we are both **vendor neutral** and **technology agnostic** across all product/service lines and **independent of any parent company** or other competing lines of business. Thus, our projects are never influenced by the sale of equipment or systems. This major difference between us and those that also manufacture products, allows us to provide the best product and solution to meet each Member's challenges without the influence of selling a specific product we manufacture.

Ameresco has worked with all major manufacturers. Our deep bench of technical expertise enables Ameresco to present a comprehensive portfolio of innovative energy and infrastructure solutions to our customers.

Total and Location of Sales Personnel

B. Total number and location of salespersons employed by Supplier.

To best serve our expansive customer base, as of December 31, 2023, we have approximately 60 offices located throughout North America and Europe and more than 1,500 dedicated energy and business professionals with years of proven experience and a strong commitment to customer satisfaction. We offer our customers the resources needed to successfully plan, finance, execute and operate energy programs to create sustained economic and operating benefits to fulfill their unique requirements.

Ameresco's sales staff comprises approximately 13% of Ameresco's total employees and are strategically located throughout Ameresco's physical and remote offices to best serve the needs of our customers.

Employees by Geographic Location:

- **United States:** 82.2%
- **Canada:** 5.9%
- **Europe:** 12.0%

A list of Ameresco's offices can be found at: <https://www.ameresco.com/ameresco-office-locations/>

Support Center and Corporate Office Locations

C. Number and location of support centers (if applicable) and location of corporate office.

Every Ameresco employee throughout every office is empowered to deliver support solutions to our customers with passion, expertise, and teamwork. The Member's sales account manager will first be available to provide support related to any Member needs and will be provided with all necessary contact information. Additional contact information for personnel available to provide a variety support will be provided and based on the solution or project being provided to the Member.

Corporate Office Location: 111 Speen Street, Framingham, MA 01701

Annual Sales

D. Annual sales for the three previous fiscal years.

Ameresco's revenue for the last previous years is shown below:

- **2023:** \$1.37 billion
- **2022:** \$1.82 billion
- **2021:** \$1.21 billion

As a publicly traded company, Ameresco's most current prospectus, including Balance Sheet and Cash Flow statement is provided within our audited, publicly available annual 10-K and quarterly 10-Q financial statement information filed with the U.S. Securities and Exchange Commission (SEC). Information can also be found via Ameresco's website at <https://ir.ameresco.com/financial-results>.

a. Submit FEIN and Dunn & Bradstreet report.

Ameresco's Federal Employee Identification Number (FEIN) is 04-3512838. Further, the company's Dunn & Bradstreet number is 60-343-9428. [REDACTED]

Green or Environmental Policies

E. Describe any green or environmental initiatives or policies.

Founded on a mission to create value and provide energy efficient and renewable solutions to the organizations we serve, Ameresco is relentless in the pursuit of a sustainable future. Our core ESG theme of "Doing Well by Doing Good" reflects the inherent and grounded purpose behind our Company's impact. Our stewardship of this theme is demonstrated by our success in delivering solutions that enable a climate positive future.

In 2021, Ameresco committed to achieving carbon neutral scope 1 and scope 2 operations by 2040. To ensure our interim emissions reduction milestones are on pace with actions required to limit warming to 1.5°C, we are committing to establish GHG reduction targets through SBTi by 2025 and validate our net zero targets with science-based certification. In 2022 and 2023, we focused our attention on implementing improved processes while establishing robust data management protocols to prepare for third party assurance and disclosures. Our materiality assessment in 2022 confirmed what we have always known – decarbonizing our operations and making our supply chain more sustainable and climate resilient is considered essential by internal stakeholders, customers, and investors alike. As one stakeholder put it "ESG is our core mission."

Ameresco is progressively improving the management and reporting of carbon emissions as it prepares for increased levels of disclosure in alignment with global reporting standards. As introduced in our 2022 report, our scope 1 and scope 2 emissions calculations are structured to only include sites where we are directly paying the bills, with assets outside of our operational boundary allocated to scope 3.

Ameresco's 2023 estimated scope 1 and 2 emissions were 360,291 metric tons of CO₂ equivalent across our global operations. Since we started reporting, the Company's U.S. operations account for close to 100% of our carbon footprint (scope 1 and scope 2 emissions), the vast majority of which (~99%) can be attributed to our owned energy assets including biogas-to-electricity, biogas distribution, and renewable natural gas.

We intend to continue to improve our emissions reporting methodology to accurately capture our complex operational characteristics. We aim to establish a robust, data-driven baseline in 2025 with science-based targets set to 2030 and beyond, disclosing short- and medium-term targets for scope 1 and 2 emissions en route to net zero.



More information on Ameresco's environmental strategy and initiatives can be found in Ameresco's **2023 Impact Report** by visiting <https://www.ameresco.com/esg/>. A copy of this report has also been included as Exhibit 4.1 2023 Impact Report in Ameresco's Proposal Section 4 – References and Experience.

Diversity Programs or Partners

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Ameresco is dedicated to sourcing services and materials from ethical, resilient, equitable, safe, and sustainable supply chains. Our subcontract agreements require adherence to our Equal Employment Opportunity, Code, environmental safety and health standards, and Child Labor policy.

Ameresco's commitment to diversity, equity, and inclusion extends beyond just our own employees, and impacts our ecosystem of suppliers —service providers, subcontractors, and vendors. We believe that diversity in subcontracting enriches our business practices, fosters innovation, and strengthens our commitment to inclusivity and equity in the communities in which we live, work, and serve.

Many of our customers have goals towards equity and diversity that flow to Ameresco through our contractual arrangements, and as such, Ameresco commits to working collaboratively with our customers to meet or exceed goals through procurement and subcontracting of professional services.

Ameresco will seek to utilize the services of qualified local and small, Disadvantaged, Minority- owned, Women-owned, Emerging Small Business/Veteran-owned Business Enterprises (DMWESB/VBE) and is committed to helping these businesses succeed by encouraging local and diverse supplier participation on all projects.

We demonstrate this commitment through inclusive business practices to build and strengthen business relationships, providing mentorship and training opportunities where possible, and working to help them build a resume that will aid them in securing future work while still supporting Ameresco.

Ameresco is continuously looking to expand and improve our supplier base with the addition of local and/or DMWESB/VBE's in all of our regions. In 2023 we continued to focus on enhancing diversity of our suppliers and invested in our vendor tracking and reporting systems. Ameresco is committed to growing our network through sole source and competitive solicitations, networking opportunities, and by collaborating with organizations that promote the DMWESB/VBE community. Whenever possible, our bidding and outreach process will include one or more of the following activities: collaborating with local, state, and federal supplier diversity programs; partnering with local business trade associations; and hosting procurement conferences and trade fairs for the local DMWESB/VBE community.

Ameresco supports and interacts with a number of diversity alliances. Many of these alliances are locally based and Ameresco does work nationally, resulting in a long list of associations. For example, Ameresco supports HACIA, the Hispanic American Construction Industry Association and the AACA, African American Contractors Association in Chicago.

To enable these goals, Ameresco also commits to continually improving the use of vendor management tools, ensuring efficient tracking of diverse and local suppliers and businesses that we partner with, and the amount of money spent on their services.

Typically, Ameresco's use of diverse suppliers will not affect the pricing provided to the Member; however, should a utilization requirement dictate a premium, this will be submitted transparently to the Member for approval of such a premium as related to the total project cost.

Diverse Supplier Certifications

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- c. Historically Underutilized Business (HUB) ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- d. Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

- e. Other recognized diversity certificate holder ☐ Yes ☒ No

If yes, list certifying agency: Not applicable.

Diverse Supplier Certifications

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As we do for virtually all our customers, Ameresco will establish subcontractor alliances for the Member on a case-by-case basis. This process keeps us vendor neutral and ensures that we can meet the financial, operational, utilization, and other goals identified by the Member. Subcontractors will be selected in accordance with Ameresco's subcontractor prequalification process, with the Member's approval.

As noted in response to Question 3.1.G above, whenever possible, our bidding and outreach process will include one or more of the following activities: collaborating with local, state, and federal supplier diversity programs; partnering with local business trade associations; and hosting procurement conferences and trade fairs for the local DMWESB/VBE community.

Competitive Differentiators

I. Describe how supplier differentiates itself from its competitors.

At the core, customers choose Ameresco because we are uniquely positioned as...

- **Innovative:** Ameresco is an innovative technology integrator with a comprehensive portfolio of energy efficiency, infrastructure upgrades, asset sustainability and renewable energy solutions. Our creative staff with specialized technical knowledge drive state-of-the-art design and engineering. We believe in excellence and innovation in every project.
- **Experts:** We deliver a broad and deep solution portfolio within a single energy partner. From design and development to financing and construction, our in-house technical expertise sets us apart. Energy is the core of our business. It is who we are, and it is what we do.
- **Independent:** Our objective approach enables us to implement the most advanced technologies to meet the unique needs of each customer. Our designs and services are based only on our customer needs. We deploy best-in-class solutions with no technical or vendor bias.



And even more reasons that have guided our successful track record...

- **Comprehensive:** We are a one-stop provider with the ability to develop, design, construct, operate, and maintain complex multi-faceted projects.
- **Experienced:** We have more than 20 years of experience implementing comprehensive solutions across local and national markets.
- **Global Perspective, Local Presence:** We leverage best-in-class technology with local project leaders who know your community.
- **Thought Leaders:** Ameresco has paved the way from performance contracts to battery storage. Our team of experts leads thought-provoking industry conversations, trends, and associations across our markets and technology application use cases.
- **Market Position:** Ameresco was named a Leader in the Energy Service Companies Market according to the 2023 Guidehouse Insights Leaderboard Report, and named 2023 North American Energy Services Company of the Year by Frost & Sullivan.

Litigation, Bankruptcy or Reorganization

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Ameresco has not been a member of any bankruptcy or reorganizations. As a large publicly traded company, Ameresco is and has been involved with claims and other legal proceedings generally incidental to its normal business activities. While the outcome of any of these matters cannot be accurately predicted, Ameresco does not believe the ultimate resolution of any of these existing matters would prevent or impair, in whole or in part, performance by Ameresco of its obligations under any proposed agreement or have a material adverse effect on its financial conditions or results of operations. Ameresco's most recent 10-K and 10-Q forms are available on our investor relations webpage at: <https://ir.ameresco.com/financial-results>

Felony Conviction Notice

K. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;*
- is not owned or operated by anyone who has been convicted of a felony; or*
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.*

Not applicable. Ameresco is a publicly traded company (NYSE:AMRC).

Debarment or Suspension Actions

L. Describe any debarment or suspension actions taken against supplier.

Not applicable.

3.2 Distribution, Logistics

Ameresco's Product and Services Offerings

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

With over \$14 billion in successfully completed energy projects for government entities throughout North America, including [cities and counties](#), [federal government](#), [K-12 public and private schools](#), [higher education institutions](#), state agencies, [healthcare agencies](#), [commercial and industrial clients](#), and non-profit organizations, **Ameresco is a leading provider of energy services**. Our customers appreciate that all decisions are made locally – this ensures an attention to detail and commitment from our executive leadership and all employees, which ultimately results in successful and timely project completion and more financial savings for our customers.

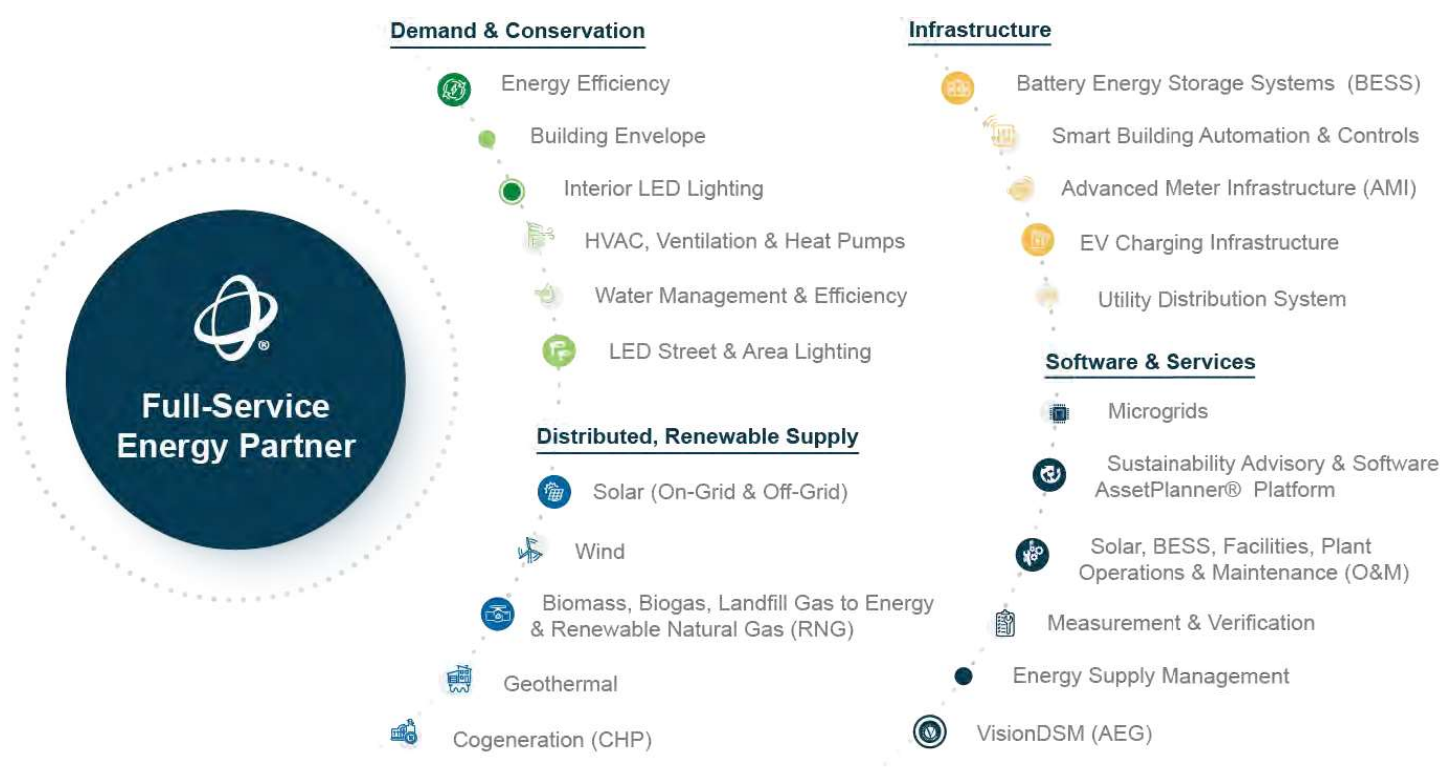


Figure 3.1. Ameresco Advanced Technology Portfolio

Consumption-Side Services

Ameresco provides all the services required to develop and deliver utility and operational cost reductions on the consumption side of the meter. We have built our services to provide solutions that optimize energy and operational systems while reducing costs.

Auditing

After gaining a comprehensive understanding of the Member's unique goals and objectives during a Preliminary Energy & Utility Assessment, Ameresco will conduct an Investment Grade Audit to analyze current resource consumption and identify the project's scope of work and delivered cost. Ameresco will spend considerable time working to assess the Member's needs and understand how its resources



are expended before specific energy and utility conservation measures (ECMs) are identified and further developed.

Design, Engineering, and Equipment Selection

Ameresco's project developers and engineers perform the preliminary and final design, equipment selection, and project costing for all ECMs, including any renewable energy components that may be included in the final project. This process will be transparent to the Member, as a direct Ameresco employee will be the contact point throughout the entire process.

Construction Management

As with the design and auditing stages, a direct Ameresco staff member manages project implementation. Energy projects require a special skill set to construct ECMs in a manner that will result in the optimum savings. A lead project manager and several construction managers (depending on the project size, duration, and complexity) will manage the implementation of the work. In all cases, the project manager will be the primary point of contact between the Member and Ameresco.

Monitoring

During the project development phase, Ameresco will assign a measurement and verification (M&V) specialist to the project who will be responsible for ensuring the correct data has been collected and mutually agreed upon to develop the baseline energy and operational costs. The M&V specialist will also be involved in the implementation and commissioning stages of the project to ensure that the post-retrofit measurements and metering are installed properly, and that the data is collected in a thorough and efficient manner. Ameresco's direct employees will perform this service in its entirety.

Operations & Maintenance Services

While customers typically have appropriate staff to perform the operations and maintenance (O&M) of the installed ECMs, Ameresco can provide O&M services as a part of any project, if desired. An Ameresco employee will manage the service contract and will use direct employees or subcontractors to perform the work, depending on the scope of the services required.

Training

A strong focus on energy savings strategies and system O&M is a key to a successful project. Ameresco will work with the appropriate staff members (typically facilities staff) to provide information, training, and oversight necessary to effectively operate the newly installed systems. The project manager will assemble the O&M documentation in a training manual and conduct the training in a way that is most appropriate to the specific ECMs installed.

Commissioning, Retro-Commissioning and Decommissioning

Ameresco's experts provide **Commissioning** services on Ameresco's performance-based energy/operation cost reduction program projects, as well as a service to both large state agencies and engineers and architects. Projects including newly constructed buildings of more than 500,000 square feet, laboratories, dormitories, assisted living residences, and municipal and higher education buildings, as an example. Ameresco's team also commissions all newly constructed solar projects to ensure long and safe operation of these vitally important systems.

Ameresco facilitates a successful **Retro-Commissioning** process that includes executing condition assessment surveys, generating energy conservation measures (ECMs), and training O&M staff members on all MEP/FP systems.

Decommissioning of a project typically consists of three phases including a Pre-Planning Phase, Project Development Phase, and a Project Implementation Phase.

The Pre-Planning Phase involves identifying and assembling a project team that includes the appropriate Ameresco staff, contractors, OEMs, the landowner (as necessary), and other stakeholders to identify the expected issues in the removal, recycling, demolition, and restoration of the project site. This may involve a review of the construction drawings, environmental reports, assessment of the materials of construction, and/or review of all permits.

The Project Development Phase involves the project team thoroughly assessing the as-is site to determine the current site condition and inventory of all assets. A project implementation plan (PIP) is then developed to conform with federal, state, and local laws for the decommissioning of the system or plant. This plan includes consideration of any hazardous and non-hazardous materials, any soil or water contamination, or other concerns related to the construction, operation, and maintenance of the system or plant.

The Project Implementation Phase involves the actual execution of the PIP including environmental monitoring, recycling and end-of-life disposal, and site restoration, as dictated by system or plant type.

Financing

Ameresco has **sourced and raised more than \$5.5 billion of project financing assistance over the past 24 years**, from various lending sources including John Hancock, Bayerische Landesbank, Bank of America, Capital One, Chase Bank, Crews and Associates, Union Bank, and several other financial institutions. Using existing cash resources, cash flows from Ameresco's operating activities, and access to credit through multiple lending relationships, Ameresco has the resources necessary to develop, implement, and finance many of our customers' projects.

Ameresco's technology and vendor neutral approach flows through to our financing and allows for multiple options. Ameresco's finance professionals have years of experience assisting customers identify the most cost-effective financing mechanisms for implementing a wide array of energy projects.

Supply-Side Services

Ameresco offers a full range of services on the supply side of the utility meter to ensure that our customers have options for distributed generation assets and to ensure that utilities are procured at the lowest cost available in the marketplace over the long-term.

As an industry leader in developing supply-side energy solutions including solar photovoltaics (PV) and thermal, battery storage, microgrid, landfill-gas-to energy, biomass, biogas, geothermal, and cogeneration, Ameresco delivers timely and cost-effective projects that support our customers' financial, energy production, redundancy, reliability, and conservation goals.

Renewable Energy

Solar energy, a great option for both public and private organizations seeking to control energy costs and meet sustainability goals, is one of the most efficient and popular forms of renewable energy in the world today. At a time when organizations aim to build more robust, resilient, and secure energy infrastructure, solar power paired with [batteries and energy storage](#) can set a Member apart. Ameresco continues to find creative and innovative ways of using solar and storage for onsite resiliency as well as for grid benefits when sold to grid operators.



Ameresco has emerged as the industry's leader in developing supply-side energy solutions including solar photovoltaics (PV) and thermal, battery storage, microgrid, landfill-gas-to-energy, biomass, biogas, geothermal, and cogeneration. Ameresco delivers timely and cost-effective projects that support our customers' financial, energy production, redundancy, reliability, and conservation goals.

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

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

Ameresco has particular expertise in designing custom solar PV systems for customers with challenging operational or installation requirements. Most of our projects are installed on active high profile public campuses that operate 24 hours a day, 7 days a week. This experience has given us unique insight into the implementation and phasing of a renewable energy project to meet the unique scheduling, budgetary and logistical requirements of our customers. We understand and appreciate the need to minimize any disruption and take great pride in our approach of pre-planning, site work efficiency, and logistics coordination while maintaining safety as our first and foremost priority.

Landfill Gas Utilization

Ameresco has built more landfill gas (LFG) projects in the Western United States than any developer. Over the past two decades, Ameresco has engineered, constructed, and/or provided guaranteed services for nearly 40 operating biogas projects throughout the United States. As every project and every customer is unique, we have worked cooperatively with landfill owners to determine the exact technical solution and project structure focused on delivering goal-oriented results.

Along with our impressive RNG operating and in-development projects, Ameresco has one of the nation's largest LFG-to-electricity portfolios. Ameresco has been very successful in bringing projects online in a quick and cost-effective manner, with or without tax credits, in a way that promotes and enhances environmental protections and emissions reductions. Our project success is due to our corporate philosophy that no benefits are realized – not by the project partners, the community, or the environment – from an idle project. Ameresco has rescued and resurrected several projects that were abandoned by other developers, developed challenging projects that required a little more innovation and thought, and we have taken on projects that were undesirable to other project developers because of size or location. As a result, our project portfolio is diverse – large and small, direct use (including RNG) and electric generation, with different end users, and project configurations. The common thread among all these projects is that the Ameresco team was able to find a way to overcome project development barriers to complete projects and realize significant emissions reductions.



Figure 3.2. Ameresco's Biogas Portfolio



Energy Supply Management (ESM)

Ameresco's vast understanding of the energy market, backed by our extensive cost modelling work, has allowed our customers to entertain the widest possible range of pricing products with the comfort of knowing that their cost position will be understood, monitored, and managed throughout the contract term. We routinely request and evaluate pricing for more sophisticated products such as index price with block energy hedging, load following block energy pricing, sleeved-PPA renewable energy, as well as all-inclusive, fixed price. The choice of product structure starts by working with each customer to determine its individual needs and risk tolerances. Ameresco's ESM services include:

- **Conventional and Renewable Procurement:** Our advisors create and implement a purchasing strategy designed to mitigate risk, stabilize cost and advance both Environmental, Social, and Governance (ESG) goals and sustainability initiatives.
- **Reporting:** We deliver monthly reports which measure and communicate the effectiveness of corporate purchasing strategies.
- **Energy Budgeting:** Using relevant market and regulatory information, we can deliver annual energy budgets and quantify deviations throughout the year.
- **Green Tariff Consulting:** We can review and advise on regulated utility options in the absence of deregulated purchasing opportunities.

Energy markets are inherently volatile and dependent upon fluid market fundamentals. The increasing demand for energy and transition to cleaner-burning fuels challenges the budgets of all energy consumers. Our experienced team of energy advisors help navigate this changing landscape by advising when to buy, at what price, and for how long, to meet the goals of each Members' strategic energy plan.

Commodity Procurement

Ameresco assists customers in developing and executing strategies that lower annual costs of electricity and natural gas, manage price risk, and simplify energy procurement. We analyze the utility portfolio, including facility consumption data, existing contracts, wholesale markets, and rates/tariffs to identify the best combination of physical energy supply at the optimal pricing structure.

Rate Analysis & Negotiation

Using our understanding of tariffs, rate structures, and energy systems, we can reduce the cost of energy by identifying where a more beneficial rate is available, leveraging advantage of economic development riders, and recommending adjustments in the way utility services are purchased, received, or used.

Energy Price Risk Management

Volatility in prices for natural gas is a growing concern. By hedging this exposure, Ameresco can assist customers gain budget stability and predictability. Ameresco offers hedging strategies that integrate fixed price, basis, and swing exposure mitigation. We execute hedge transactions at the best market prices.

Renewable and Resiliency Solutions

Ameresco can retrofit existing facilities for greater efficiency and resiliency, by developing a comprehensive energy management system utilizing renewable energy sources. Leaders in large corporations, government agencies, and other organizations face numerous challenges in running their



day-to-day operations. Disturbances to the grid have grown in the past two decades due to weather, physical attacks, vandalism, cyberattacks, and equipment malfunctions. Continued aging of grid infrastructure compounded by a lack of investment in a new system will only lead to greater more frequent power interruptions. Moreover, climate change will certainly increase the risks faced by organizations as major weather events become stronger and more frequent. A lack in resilient infrastructure can have catastrophic impacts on the operations and core mission of leading organizations.

Modern renewable energy systems decrease energy risk and provide higher levels of energy security. Organizations that are proactive about resiliency can better meet their organizational priorities by mitigating and managing risk as well as support energy management and climate commitments. By moving away from exclusive reliance on grid power and toward distributed generation, organizations can exert greater control over their energy costs and create a hedge against fluctuations in energy prices.

Energy Information & Asset Sustainability

The Ameresco Asset Sustainability program helps customers develop strategies to manage the funding gaps associated with aging infrastructure. Asset Sustainability reviews key risk management criteria to identify and prioritize the most important renewal and replacement projects. The program provides valuable data to help decision-makers define long-term capital planning strategies which leverage available funds to maximize project value.

The Asset Sustainability approach incorporates state-of-the-art business processes designed to manage current capital costs and predict the future capital needs for multi-facility public and private property owners, including K-12 schools; states, counties, and municipalities; higher education institutions; public housing authorities; healthcare; and commercial customers.

Our experienced team provides Advisory Services in capital planning and optimization of infrastructure portfolios that help address the growing gap between increasing capital needs and expected budgets. Ameresco's asset sustainability experts also provide software solutions through Ameresco's **proprietary AssetPlanner® Software Suite** that combines strategic capital planning with tactical maintenance management and proactive energy management.

AssetPlanner® is a relational database that seamlessly integrates information from three key work areas that aides in decision development:

- **Capital Planning:** Data Development, Needs Assessment, Capital Plan and Budgeting, Project Scheduling, and Implementation
- **Maintenance Management:** Workflow Process, Preventive Maintenance, Demand Maintenance Service Request, Execute Work
- **Energy Management:** Data Development, Analyze and Benchmark, Energy Management Plan, Project Scheduling, and Implementation

Capital Planning Suite

Asset Planning Module (with AuditPlanner® App)

Premier capital planning suite provides support in areas from data development, risk, and priority management to funding appropriation. Members can track, prioritize, and report on deficiencies, then rate assets and forecast renewals based on data collected and predefined life cycle projections. Built-in life cycle and cost modeling allows strategic long-range planning. The mobile AuditPlanner app is used



to manage and speed up audits in the field and can collect data, take photographs, and transfer everything back into the database with one click.

The Asset Planning Module makes it easy to generate reports showing asset costs over time.

Project Planning Module

The Project Planning Module can create and manage projects, build estimates, and accrue actual costs. Produce real-time reports, budgets, capital plans and projections in minutes. The Module includes graphing functions for reporting or at-a-glance views of project needs.

Maintenance Management Suite

Preventative Maintenance Module

Organize and schedule preventative maintenance tasks; increase asset life and extend renewal cycles; and build accountability for results and move away from a strictly reactive maintenance process. The Preventative Maintenance Module provides a full monthly calendar of tasks, as well as sorting options.

Maintenance Planner® Mobile App

The Maintenance Planner Mobile App enables field staff to efficiently process work orders for service requests and preventive maintenance for a wide range of assets including buildings, roads, trails, water and wastewater systems, electrical, vehicles, heavy equipment, IT equipment, playgrounds, sports fields, courts, and land assets. Work orders can be dispatched to staff or contractors on their mobile devices.

Service Request Module

Members can connect easily and seamlessly with end users and facilitate and oversee the entire scope of repair and service work. Utilizing built-in email functionality for proactive communication and management of service providers, the mobile tools allow data to be managed on the go in real time.

Through the Service Request Module's Dashboard, tasks and their urgency can easily be seen.

Energy Management Suite

Energy & Sustainability Module

The Energy & Sustainability Module tracks energy performance over time, benchmarks against industry targets, identifies savings opportunities, and develops accurate reporting. The Module can be used to create consumption baselines and cost avoidance reports using built-in weather normalization, as well as assess greenhouse gas emissions and calculate the carbon footprint of assets.

This module allows users to view utility costs over time and compare costs from one facility or zone to another.

Analytics Planner Module

Integrates with the Energy & Sustainability module allowing integration to building management systems (BMS) and IoT devices such as sensors and submeters to capture High Velocity – High Volume data. The module can be used to perform deep engineering analysis and prepares the data for management reports and energy dashboards displayed in the E&S module. The module also includes a rules-based engine which allows customers to define points (compliant with Project Haystack if available on BMS), create virtual points, define, and set variables and schedule. The rules-based engine can be configured to automatically create and dispatch workorders managed through the MaintenancePlanner® system.

Strategic Decarbonization Planning via Sustainability Advisory & Reporting

Our experience and track record of implementing clean technology and renewable energy solutions is backed by a best-in-class approach to decarbonization planning. This approach allows customers time to develop the necessary data quality to plan and forecast emissions impacts of the various opportunities and scenarios using information gathered and refined during facility condition assessments, energy audits, and feasibility studies.

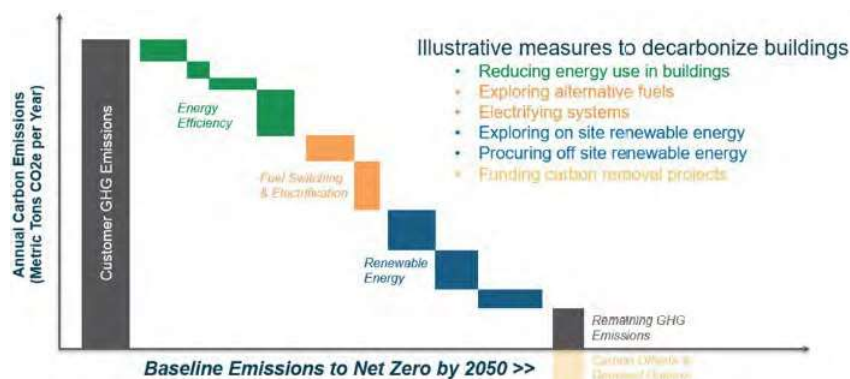


Our team embraces transparency in working with customer stakeholders to develop opportunities that reduce energy use, cut emissions, and build resilience, while meeting other objectives such as cost reduction and climate justice.

Optionality is key to a successful decarbonization plan. Providing the necessary levels of transparency that presents all available technologies, alternative scenarios, and the opportunities/challenges of each is key to engaging leadership, seeking direction, securing alignment and buy in, and building positive momentum. Ameresco takes an agnostic approach and a data-driven prioritization model to evaluate scenarios using multiple criteria – be it financial, operational, environmental, and any other metrics.

Ameresco has significant experience in both planning and designing actionable projects, and financing and implementing projects for our customers. Thanks to our strong track record in clean energy project development and implementation, we bring a unique lens to scoping a strategic decarbonization plan. We leverage quantitative and qualitative insights to identify and evaluate emission reduction measures, analyze costs and benefits for each, then group them into categories to help strategize implementation.

We make a lasting impact through sustainability advisory and reporting by helping customers make sense of the volumes of energy data and create a tailored, actionable plan to decarbonize. It's a critical time to consider what near-term impacts an organization can make to put a dent in the reductions needed on the trajectory to net zero.



Typical Measures Evaluated by Ameresco

Table 3.1 provides an overview of the typical energy measures and supply solutions that Ameresco explores during an Investment Grade Audit phase. Firm-wide, Ameresco has delivered all these measures during the past five years alone.

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
Reduce Operating Hours, Temperature, and Humidity Set Points	
ECM 1	Reduce Operating Hours for Space Heating and Cooling Systems
ECM 2	Reduce Operating Hours for Ventilation Systems
ECM 3	Reduce Operating Hours for Water Heating Systems
ECM 4	Reduce Operating Hours for Lighting Systems
ECM 5	Reduce Operating Hours for Escalators and Elevators
ECM 6	Reduce Operating Hours for Equipment and Machines
ECM 7	Maintain Heating/Cooling Temperatures at Optimal Set Points
ECM 8	Maintain Humidification and Dehumidification Set Points
ECM 9	Modify Heating/Cooling Set Points During Unoccupied Periods
Reduce Heat Conduction through Ceilings, Roofs, Walls, and Floors	
ECM 10	Insulate Ceilings and Roofs
ECM 11	Ceilings and Roofs Vapor Barriers
ECM 12	Reflective Roof Services
ECM 13	Insulate Walls
ECM 14	Wall Vapor Barriers
ECM 15	Insulate Floors
Fenestration Improvements – Reduce Heat Conduction and Long-Wave Radiation	
ECM 16	Storm Windows/Multiple-Glazed Windows
ECM 17	Movable Windows
ECM 18	Operable Windows
Fenestration Improvements – Control Solar Heat Gain	
ECM 19	Exterior Shading Improvements
ECM 20	Interior Shading Improvements
ECM 21	Tinted or Reflective Glazing/Films
ECM 22	Plant Shade Trees
Reduce Outside Air Infiltration	
ECM 23	Seal Vertical Shafts and Stairways
ECM 24	Caulk and Weather-Strip Doors and Windows
ECM 25	Install Revolving Doors or Construct Vestibules
Electric to Fossil Fuel Conversions	
ECM 26	Convert Electric Domestic Hot Water System to Fossil Fuel Fired or Heat Pump
ECM 27	Convert Electric Heating System to Fossil Fuel Fired Hot Water or Infrared
Improve Ventilation Efficiency	
ECM 28	Improve Ventilation Efficiency while Maintaining or Improving Indoor Air Quality
ECM 29	Reduce the Generation of Indoor Pollutants
ECM 30	Air-to-Air Heat Exchangers
ECM 31	Air Cleaners
ECM 32	Local Ventilation Systems
Chiller Efficiency Improvements	
ECM 33	Clean Fouled Evaporator and Condenser Surfaces
ECM 34	Raise Evaporator or Lower Condenser Water Temperature

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 35	Isolate Off-Line Chillers and Cooling Towers
ECM 36	Install Evaporative-Cooled or Water-Cooled Condensers
Cooling Systems Efficiency Improvements	
ECM 37	Economizer Cooling Systems
ECM 38	Evaporative Cooling Systems
ECM 39	Desiccant Cooling Systems
ECM 40	Cooling Tower Cooling Systems
ECM 41	Roof-Spray Cooling Systems
ECM 42	Create Air Movement with Fans
ECM 43	Exhaust Hot Air from Attics and Other Conditioned Spaces
Air Conditioner or Heat Pump Efficiency Improvements	
ECM 44	Clean Air Filters
ECM 45	Add-On Heat Pumps
ECM 46	Ground or Ground-Water Source Heat Pump
Boiler or Furnace Efficiency Improvements	
ECM 47	Clean Fouled Boiler Surfaces
ECM 48	Repair Improper Flue Draft
ECM 49	Repair Air Leaks
ECM 50	Boiler Flue Gas Analyzers
ECM 51	Preheat Combustion Air, Feed Water or Fuel Oil with Reclaimed Waste Heat
ECM 52	Isolate Off-Line Boilers
ECM 53	Automatic Vent Dampers
ECM 54	Automatic Boiler Blow-Down Control
ECM 55	Pulse or Condensing Boilers/Furnaces
ECM 56	Air-Atomizing Burners (for Oil-Fired Systems)
ECM 57	Low Excess-Air Burners (for Oil-Fired Systems)
ECM 58	Use Modular Units
Reduce Supply Air Energy Requirements	
ECM 59	Install Variable Air Volume Systems
ECM 60	Reset Supply Air Temperatures
ECM 61	Reset Hot/Chilled Water Temperatures
Reduce Distribution System Energy Losses	
ECM 62	Repair Ducting and Piping Leaks
ECM 63	Repair, Replace and/or Maintain Steam Traps
ECM 64	Insulate Ducts
ECM 65	Insulate HVAC System Pipes
Reduce System Flow Rates	
ECM 66	Reduce Air Flow Rates in Ducts
ECM 67	Reduce Water or Steam Flow Rates in Pipes
Reduce Steam Resistance	
ECM 68	Clean Air Filters in Ducts
ECM 69	Remove Scale from Water and Steam Pipes
ECM 70	Rebalance Piping Systems
ECM 71	Rebalance Air Duct Systems
ECM 72	Design Air Duct Systems to Reduce Flow Resistance
ECM 73	Install Booster Pumps

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
Reduce Hot Water Loads	
ECM 74	Reduce Hot Water Consumption
ECM 75	Lower Hot Water Temperatures
ECM 76	Preheat Feed Water with Reclaimed Waste Heat
Reduce Hot Water System Losses	
ECM 77	Insulate Hot Water Pipes
ECM 78	Insulate Water Storage Tanks
Water Heating Systems Efficiency Improvements	
ECM 79	Decentralized Water Heaters
ECM 80	Reduce Water Heater Size as Appropriate
ECM 81	Heat Pump Water Heaters
ECM 82	Heat Water with Solar Energy
Reduce Electric Illumination Requirements	
ECM 83	Clean and Maintain Lighting Systems
ECM 84	Reduce Illumination Levels to Illuminating Engineering Society Standards
ECM 85	Reduce Operating Hours (Occupancy-Sensing/Ambient Light Controls)
ECM 86	Optimize Task Lighting
Lighting Systems Efficiency Improvements	
ECM 87	High-Efficiency, Electronic Fluorescent Lighting or LED Lighting as Appropriate
ECM 88	LED, High or Low-Pressure Sodium Lighting as Appropriate
ECM 89	LED or High Efficiency Pulse-Start Metal Halide Lighting as Appropriate
ECM 90	High-Efficiency Fluorescent/LED Lighting Systems
ECM 91	Replace Incandescent/Quartz Lighting with Fluorescent/LED Lighting Systems
Ambient Lighting (Daylight Harvesting)	
ECM 92	Dimming Controls for Ambient Lighting
ECM 93	Photoelectric Controls for Exterior Lighting
ECM 94	Installation of Web-Based Lighting Automation Systems
ECM 95	Baseline Lighting Level and Demand Response Capabilities / Control
Reduce Power System Losses	
ECM 96	Power Factor Improvement
ECM 97	Energy-Efficient Transformers
Energy-Efficient Motors	
ECM 98	Replace Oversized Motors
ECM 99	High-Efficiency Motors
ECM 100	Variable Speed Motors/Drives
Reduce Peak Power Demand	
ECM 101	Demand Response/Load-Shedding Strategies
ECM 102	Cogeneration Systems
ECM 103	Thermal Storage Systems
Energy Management Systems	
ECM 104	Temperature Setup/Setback Control System
ECM 105	Time-of-Day Control System
ECM 106	Duty-Cycling Control System
ECM 107	Supply Air Temperature Reset Control System
ECM 108	Hot/Chilled Water Supply Temperature Reset Control System
ECM 109	Ventilation Purging Control System
ECM 110	Economizer Cooling Control System

Table 3.1. Typical Measures and Supply Solutions Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 111	Demand Limiting Control System
Miscellaneous – Heat Reclaim Systems	
ECM 112	Double-Bundle Chillers
ECM 113	Reclaim Heat from Boiler Blow Down
ECM 114	Reclaim Incinerator Heat
ECM 115	Reclaim Combustion Flue Heat
ECM 116	Water-Loop Heat Pump System
ECM 117	Reclaim Prime Mover Heat
ECM 118	Piggyback Absorption Systems
ECM 119	Recover Light System Heat
ECM 120	Reclaim Refrigerator Hot Gas Heat
ECM 121	Reclaim Steam Condensate Heat
ECM 122	Reclaim Wastewater Heat
Miscellaneous – Wastewater Treatment Systems	
ECM 123	Aeration Blowers Variable Frequency Drives
ECM 124	Pumping Systems Variable Frequency Drives
ECM 125	Coarse Bubble Diffusion to Fine Bubble Diffusion
ECM 126	Methane Capture from Waste Digestion to Create Renewable Natural Gas
ECM 127	Onsite Chlorine Generation
Miscellaneous – Appliances	
ECM 128	Energy-Efficient Appliances
ECM 129	Convert Electric Dryers to Natural Gas
Utility Infrastructure	
ECM 130	Automatic Meter Reading (Water/Electric/Gas)
ECM 131	Advanced Metering Infrastructure (Water/Electric/Gas)
ECM 132	Leak Detection
ECM 133	Transmission and Distribution System Improvements
Renewable Energy Generation	
ECM 134	Solar Photovoltaics / Thermal (including EV Charging)
ECM 135	Battery Energy Storage System
ECM 136	Biomass
ECM 137	Biogas (from WWTPs or from Landfills)
ECM 138	Wind
ECM 139	Geothermal
ECM 140	Ground Source Heat Pump
ECM 141	Landfill Gas to Energy
ECM 142	Microgrid
Domestic Water Conservation	
WCM 1	Low Flow Shower Heads and Aerator
WCM 2	Low Flow/Dual Flush Toilets, Low Flow/Ultra Low Flow Urinals
WCM 3	Irrigation System Controls (Schedule, Weather and Evapotranspiration Strategies)
WCM 4	Reverse Osmosis Water Demineralizing Systems
WCM 5	Replace Once-Through Cooling with Cooling Towers

Please visit Ameresco's Proposal Section 4 – References and Experience for expanded details on several of Ameresco's services and solutions, including project highlights, references, and additional information that demonstrates Ameresco's strength, expertise, and reputation.



Product/Service Distribution

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Ameresco offers its services and solutions throughout North America.

Master Agreement Pricing

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

As a vendor-neutral energy services company, Ameresco's project developers are able to select the technologies that most effectively achieve a Member's unique goals at the lowest possible cost. Once the final scope of an energy project has been finalized with the Member, equipment will be specified based on overall cost and performance.

Members can validate and audit pricing against that submitted as part of Section 2 – Pricing and as updated throughout the Master Agreement, if necessary, via the OMNIA Partners membership portion its website. Further, a weblink to this portal will be included on Ameresco's dedicated OMNIA Partners webpage for Members.

Other Companies Involved in Processing, Handling or Shipping

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

As noted above, Ameresco has established national buying agreements with several major manufacturers to ensure that Members receive the highest quality products, at the lowest possible equipment cost available in the marketplace, with expedited lead times to acquire. Equipment is shipped directly to support the needs of each project.

Distribution Facilities, Warehouses and Retail Network

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Not applicable.

3.3 Marketing and Sales

Confidential Portions of Response

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.*

Ameresco respectfully requests that all pricing be made available only to Participating Public Agencies, as "Members" of OMNIA Partners.

Ninety-Day Plan to Implement Master Agreement

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:*
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Ameresco's product independence coupled with our deep technical bench allows us to integrate best-in-class advanced technology solutions for the unique needs of each Member. As an incumbent Supplier, Ameresco is committed to continuing its marketing of the Master Agreement in conjunction



with its other national and regional marketing campaigns.

Ameresco respectfully requests clarity on format of “endorsement and sponsorship” of the award. To maintain the continuity with Public Agencies who are aware of Ameresco’s position as an OMNIA Partners Supplier, we suggest a press release associated with a recent Member who has contracted with Ameresco utilizing the OMNIA Partners Agreement as a way to promote the success of such an engagement. Further, we request that a quote from executive leadership included as part of the press release be sufficient to satisfy this request. Alternatively, we would suggest an announcement to Ameresco’s robust social media network in lieu of a press release.

One vital tool for this contract is Ameresco’s business development sales force: The staff members who work directly with Members to understand their needs and develop solutions that address their energy and operational goals while meeting budgetary requirements. Accordingly, Ameresco’s marketing department will confer with sales leadership from across the country to schedule a training and education session(s), to include the OMNIA Partners team, within the first 90 days from award date of the Master Agreement. For staff unable to attend this session, Sales leadership will provide resources to ensure they can articulate the benefits of the agreement and share relevant information related to the requirements, procurement process, procedures, and policies related to the Master Agreement.

Ninety-Day Plan to Market Master Agreement

- C. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:*
 - i. *Creation and distribution of a co-branded press release to trade publications*
 - ii. *Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days*
 - iii. *Design, publication and distribution of co-branded marketing materials within first 90 days*

As an incumbent Supplier, Ameresco is committed to continuing its marketing of the OMNIA Partners contract for Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services in conjunction with its other national and regional marketing campaigns.

As noted in response to the preceding question, within the first 60 days and in an effort to maintain the continuity with Public Agencies who are aware of Ameresco’s position as an OMNIA Partners Supplier, we suggest a press release associated with a recent Member who has contracted with Ameresco utilizing the OMNIA Partners Agreement as a way to promote the success of such an engagement. Further, we request that a quote from executive leadership included as part of the press release be sufficient to satisfy the request for “endorsement and sponsorship”. Alternatively, we would suggest an announcement to Ameresco’s robust social media network in lieu of a Press Release.

Concurrent to the Member press release or social media announcement, within the first 90 days, Ameresco will develop and design co-branded marketing materials to promote the Master Agreement.

Please visit Ameresco’s response to Question C.viii. for additional details regarding the creation of a [Dedicated Webpage](#) to promote the Master Agreement.

Event Attendance and Participation

- iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Sales staff frequently participates in industry- and market-specific tradeshow. As part of our internal marketing campaign, we will highlight tradeshow as a valuable venue to discuss the merits of procurement via a cooperative agreement.



Given the volume of events already attended nationally by Ameresco personnel, Ameresco will commit to evaluating and making every attempt to attend and participate with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.), and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement. That said, each event will be evaluated on a case by case basis to ensure that there are no conflicts; where Ameresco personnel are unavailable, we will aim to cooperatively identify an alternate solution (e.g., virtual attendance, providing collateral materials, et al).

NIGP Annual Forum Attendance

- v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Ameresco will commit to attend, purchase exhibit booth space, and participate at the NIGP Annual area reserved by OMNIA Partners. In addition, Ameresco commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

National and Regional Advertising

- vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*

In addition to the design and publication marketing materials within the first 90 days and as described on the preceding page, Ameresco will identify, design, and publish national and regional advertising in trade publications throughout the term of the Master Agreement.

Ongoing Marketing and Promotion

- vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*

Staff members who work directly with Members to understand their needs and develop energy services and solutions are Ameresco's best source of marketing the Master Agreement, including as part of presentations and other mediums. In addition to continued internal sales training on the benefits of use of the Master Agreement, Ameresco will seek to identify additional marketing opportunities to promote the Master Agreement throughout its term.

Dedicated Webpage

- viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
 - *OMNIA Partners standard logo;*
 - *Copy of original Request for Proposal;*
 - *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
 - *Summary of Products and pricing;*
 - *Marketing Materials*
 - *Electronic link to OMNIA Partners' website including the online registration page;*
 - *A dedicated toll-free number and email address for OMNIA Partners*

Ameresco confirms that it will maintain a webpage dedicated to OMNIA Partners containing:

- OMNIA Partners standard logo and copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Ameresco, and summary of products and pricing*;
- Marketing materials;
- Electronic link to OMNIA Partners' website including the online registration page; and
- A dedicated toll-free number and email address for OMNIA Partners**

***Ameresco will provide a direct link to OMNIA Partners' website to retrieve pricing information.*

***Ameresco will provide its primary company toll free number, as well as contact information for Ms. Sarah Price, the primary point of contact for Members.*

Master Agreement Transition

- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

As a publicly traded company, Ameresco's product independence coupled with our deep technical bench allows us to integrate best-in-class advanced technology solutions for the unique needs of each customer. Ameresco is committed to marketing the OMNIA Partners contract for Comprehensive Energy Consulting and Management Services, Building and Other Energy Solutions, and Related Products and Services to Public Agency customers, including existing customers who may be interested in future work with Ameresco, in conjunction with its other national and regional marketing campaigns. Ameresco anticipates that the broad scope of services and solutions offered through the Master Agreement will be an attractive procurement option to customers.

At present, Ameresco holds the following cooperative contracts.

Table 3.2. Ameresco's Cooperative Contracts

1GPA	Energy Performance Contract Services Energy Savings Performance Contract (ESCO) Texas
791 Purchasing Cooperative	Energy Savings Performance Contracts (ESPC) Facilities, Services, Equipment and Supplies
AEPA (Association of Educational Purchasing Agents)	Maintenance Repair and Operations
BuyBoard	Job Order Contracting for Energy Conservation and Efficiency Photovoltaic Power Systems and Components
Equalis Group	Energy Consulting Services
The National Purchasing Cooperative	Job Order Contracting for Energy Conservation and Efficiency Photovoltaic Power Systems and Components
NCPA, an OMNIA Company	Energy Management Consultation and Related Services
Purchasing Cooperative of America	Water Meter Systems and Related Items HVAC & Building Controls Products, Repair, Installation & Related Items Energy and Infrastructure with Alternative Funding Options EV Charging Stations & Related Items
TIPS	Renewable Energy and Solar Solutions and Services Renewable Energy and Solar Solutions and Services (JOC) Energy Savings Performance Contracts Comprehensive HVAC Comprehensive HVAC (JOC) Fleet Fueling and Charging Equipment and Facilities (JOC) Commissioning and Testing Services for Facility Systems Trades, Labor, and Materials (NON-JOC) Trades, Labor, and Materials (JOC) Technology Solutions, Products, and Services
State of Arizona	Solar Energy Systems
State of New Mexico	Energy Performance Contracting

Logo Use

- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Ameresco agrees to provide its logo to OMNIA Partners and will provide permission for reproduction of such logo in marketing communications and promotions on case-by-case basis. Similarly, Ameresco will request permission for use of the OMNIA Partners logo.



Proactive Sales Efforts and Materials

- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
 - ii. Best government pricing*
 - iii. No cost to participate*
 - iv. Non-exclusive*

As an incumbent Supplier, Ameresco recognizes the value the OMNIA Partners offers to the company and the customers we serve. Cooperative purchasing networks allow customers to procure services without undergoing the administrative task of an extensive request for qualifications or proposal process and select their energy partner based solely on the unique value it can provide to their organizations.

Ameresco confirms that the team will continue to be proactive in direct sales of Ameresco's services and solutions to public agencies nationwide and respond in a timely manner to leads established by OMNIA Partners. Further, the sales team will be proactive in its promotion of cooperative purchasing as a viable, competitively solicited and publicly awarded, and widely used procurement vehicle for public agencies that is both non-exclusive and requires no cost participation. Ameresco's best value government pricing will be extended to all Members and can be verified via the OMNIA Partners membership portion its website. Further, a weblink to this portal will be included on Ameresco's dedicated OMNIA Partners webpage for Members throughout the term of the Master Agreement.

All sales materials specific to the promotion of the OMNIA Partners Master Agreement will use the OMNIA Partners logo, with permission.

National Sales Force Training

- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*
- i. Key features of Master Agreement*
 - ii. Working knowledge of the solicitation process*
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
 - iv. Knowledge of benefits of the use of cooperative contracts*

Ameresco confirms that it will continue its national sales force training on the Master Agreement and will extend such training as needed and to sales personnel new to Ameresco. Please reference Ameresco's response to question B.ii as part of the [Ninety-Day Plan to Implement Master Agreement](#).

National Contract Contact Information

- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:*
- | | |
|-------------------------------|-----------------------------|
| <i>i. Executive Support</i> | <i>ii. Marketing</i> |
| <i>iii. Sales</i> | <i>iv. Sales Support</i> |
| <i>v. Financial Reporting</i> | <i>vi. Accounts Payable</i> |
| <i>vii. Contracts</i> | |

For this National Contract, the following individuals will maintain primary responsibility for the following areas and will direct inquiries to the most appropriate Ameresco team member, as necessary.

Executive Support: Ron Haxton, Senior Vice President – Business Development
E: rhaxton@ameresco.com | P: 509.343.5358

Marketing: Sarah Price, Managing Director – Marketing & Communications
E: sprice@ameresco.com | P: 480.499.9123

Sales: Vince Drieling – Vice President – Business Development
E: vdrieling@ameresco.com | P: 972.349.0970



Sales Support: Sarah Price, Managing Director – Marketing & Communications
E: sprice@ameresco.com | P: 480.499.9123

Financial Reporting: Sarah Price, Managing Director – Marketing & Communications
E: sprice@ameresco.com | P: 480.499.9123

Leslie Taylor, Proposal Professional
E: ltaylor@ameresco.com | P: 508.598.3157

Accounts Payable: Janice Fox, Senior Corporate Accounting Manager
E: ap@ameresco.com | P: 508.661.2200

Contracts: Sarah Price, Managing Director – Marketing & Communications*
E: sprice@ameresco.com | P: 480.499.9123

**Ms. Price will coordinate activities related to the National Contract, including involving necessary Ameresco personnel as dictated by contract need. Member contracts are typically facilitated directly between the Member and the sales account executive, acting as primary point of contact with each Member. Ms. Price will maintain contract (sales) reporting.*

National Sales Force Structure

- I. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Ameresco has a very flat structure with the majority of the sales force reporting directly to sales management within a sub-geographic region, and ultimately reporting to an executive in charge of sales for a much larger geographic footprint. For the purposes of this response, Ameresco's highest-level executive in charge of sales and responsible for over 30 states within the U.S. follows:

Sales Executive: Ron Haxton, Senior Vice President – Business Development
E: rhaxton@ameresco.com | P: 509.343.5358

Sales Efforts to Implement, Grow and Service National Program

- I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Ameresco anticipates that the broad scope of services and solutions offered through the Master Agreement will continue to be an attractive procurement option to customers. Our sales and marketing approach is to offer customers customized and comprehensive energy services and solutions tailored to meet their economic, operational, and technical needs. We identify project opportunities through referrals, requests for proposals ("RFPs"), conferences and events, website, digital campaigns, telemarketing, and repeat business from existing customers. As noted as part of Ameresco's sales training and marketing efforts shown on the preceding pages, our marketing and direct sales force will engage the OMNIA Partners team, as needed to implement, grow, and service the national program.

National Program Management

- J. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.*

The overall national program will be directly managed by Ms. Sarah Price, Managing Director – Marketing & Communications, throughout the term of the Master Agreement. Ms. Price will work in close collaboration with Ameresco's corporate marketing and sales personnel to coordinate the ongoing promotion of the program, including via the marketing and sales activities outlines throughout this [Section 3.3 Marketing and Sales](#).

A cornerstone of Ameresco's internal sales training related to the national program will include the



timely setup of any Public Agency wishing to leverage the Master Agreement, as well as the timely reporting of a resultant sale and subsequent payment of administrative fee to OMNIA Partners.

Throughout the term of the Master Agreement, Ms. Price will be the primary point of contact to OMNIA Partners and will work to ensure the overall success of the program.

Public Agency Sales and Top Customers

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

In 2023, Ameresco's U.S. revenue was \$557.1 million, derived from state, provincial, or local government entities, including public housing authorities, public universities, and municipal utilities.

As a publicly traded company, Ameresco does not publish a list of its top public customers. That said, the following projects and customers were the subject of a press release from the period January 2023 to present. Contact information for these customers will be furnished upon request by OMNIA Partners.

- [Ameresco Announces Partnership with Alaska Pacific University on Facility Replacement Project](#)
- [Ameresco Partners with City of Boulder on Sustainable Deconstruction of Former Boulder Community Health Hospital](#)
- [Ameresco Secures Four Battery Energy Storage Design/Build Project Contracts Totaling 379MWH with Middle River Power at California Gas Power Plants](#)
- [Customer Release – Construction Begins on Citywide Philly Streetlight Improvement Project](#)
- [Ameresco Announces Innovative Regional Solar Array Project in Collaboration with City of Craig, Yampa Valley Electric Association, and the Colorado Department of Local Affairs](#)
- [Hawaiian Electric Company Announces Ameresco Award for Two Clean Energy Projects Totaling 111 MW](#)
- [Ameresco Announces Completion of 27-Megawatt Solar Farm in Village of DePue, IL](#)
- [Ameresco Awarded Contract from Warren Woods Public Schools for Transformative Sustainability Infrastructure Project](#)
- [Ameresco Begins Construction of Biogas Cogeneration Project in Sacramento, California](#)
- [Ameresco Awarded Energy Savings Performance Contract to Upgrade Energy Efficiency & Modernize Historic Building in Columbia County, Oregon](#)

Payment Capabilities and Limitations

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Ameresco maintains all information systems capabilities necessary to manage a service or project from initial contract through final payment. Ameresco practices industry standard billing and invoicing procedures as established by the American Institute of Architects, with the flexibility to modify invoicing to meet a Members' needs and requirements.

Invoices are due Net 30 days and are immediately posted to Members' accounts on the date of receipt. Payments can be made via electronic wire or check.

Public Solicitation Options

- N. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*
- i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
 - ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
 - iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
 - iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*
- Detail Supplier's strategies under these options when responding to a solicitation.*

i. Master Agreement Pricing

Should a Member that is already engaged with Ameresco and whereby Ameresco is identifying and/or developing energy solutions decide to issue a public solicitation, as opposed to electing to utilize the Master Agreement without formal solicitation, Ameresco will respond to the solicitation utilizing the Master Agreement pricing and will report the sales to OMNIA Partners and remit appropriate administrative fee.

ii. Not-to-Exceed Pricing

Not applicable. Ameresco has not provided not-to-exceed pricing in Section 2 – Pricing.

iii. – iv. Pricing Higher than Master Agreement

Should a Member that is already engaged with Ameresco and whereby Ameresco is identifying and/or developing energy solutions decide to issue a public solicitation, as opposed to electing to utilize the Master Agreement without formal solicitation, and in the unlikely event that the Public Agency refuses to utilize Master Agreement, Ameresco's may provide pricing higher than the Master Agreement. In the unlikely event this occurs, Ameresco would not report the sale to OMNIA Partners.

OMNIA Partners Administration Agreement

- b. The successful Supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.*

Ameresco's exceptions or proposed alternate language can be found in [Exhibit 3.3 Proposed Exceptions](#).

Appendix B, Exhibits F and G

- c. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.*

Ameresco's completed solicitation forms have been included in [Exhibit 3.2 Federal Funds Certifications and New Jersey Business Compliance](#).

Contract Implementation/Customer Transition Plan

- 2. Describe Supplier's contract implementation/customer transition plan, include a timeline.*

As an incumbent Supplier, Ameresco's existing contract [11-48 Energy Management Consultation and Related Services](#) held with OMNIA Partners is set to expire December 31, 2024, with an optional renewal through December 31, 2025. Ameresco anticipates that OMNIA Partners will want to utilize the new Master Agreement following the execution by both parties and will work directly with OMNIA Partners to determine the best transition timing.

In anticipation of a successful award by OMNIA Ameresco, Ms. Sarah Price will seek to identify all anticipated projects that may utilize the existing contract and associated timing. For projects already underway and whereby the existing contract has been promoted, Ameresco may request that the existing contract be utilized for that engagement, and prior to the current contract expiration.

We would expect to implement the newly awarded contract with Members, including the timely setup of any Public Agency wishing to leverage the Master Agreement, for any project not already underway immediately upon the execution of the Master Agreement by both parties.

Qualifications and Expertise: Energy and High-Performance Building Consulting and Management Services

- 3. Describe the Supplier's qualifications and industry expertise in providing energy and high-performance building consulting and management services.*

Ameresco has over two decades of industry expertise in providing energy and high-performance building consulting and management services such as that noted in Section [3.2 Distribution, Logistics](#) for Public Agencies throughout North America.

Also noted in Section 4 – References and Experience and in addition to project examples provided therein, founded April 25, 2000, Ameresco, Inc. (NYSE: AMRC) is leading cleantech integrator and renewable energy asset developer, owner, and operator. Our comprehensive portfolio includes the delivery of over \$14 billion and over 4 GWe of solutions that help customers reduce costs, decarbonize to net zero, and build energy resiliency while leveraging smart, connected technologies. Of note, in addition to the projects highlighted throughout Section 4, Exhibit 4.2 Additional Relevant Information contains project highlights of Ameresco's energy and high-performance building consulting and

management services, among others.

Our core services include the development, design, arrangement of financing, construction, and installation of solutions that deliver measurable cost and energy savings while enhancing the operations, energy security, infrastructure, and resiliency of a facility. As a trusted sustainability partner, we are always on a mission to help customers lower their overall carbon footprint and reduce their environmental impact.

Our projects incorporate innovative technology and techniques, customized to improve the efficiency of major building systems. **Energy Efficiency** measures and upgrades often include lighting, water, heating, ventilation, cooling, building envelop, smart meters and controls. We first implement efficiency gains in order to establish a strong baseline for renewable energy generation needs.



We promote resiliency and sustainability by developing and building **Distributed Energy Generation, Storage Systems, and Microgrids**. Examples of these distributed energy generation resources include solar photovoltaic (PV) and thermal, CHP and cogeneration plants, geothermal, green gas, and wind – all of which can all be paired with microgrid and battery storage technologies. We can build, operate, and maintain these plants for our customers, or can build plants under our ownership to mitigate customer risk while providing the localized benefit of onsite energy generation.

Ameresco's experience in building modernization, retrofits, and work with utility distribution systems and non-energy-focused design-build new construction falls into the **Infrastructure** expertise bucket. In addition, Ameresco can work with customers to monetize existing energy assets and take ownership and operation off of the customers' balance sheet.

Data drives our **Energy Analytics & Supply** solutions ranging from our proprietary asset management software, AssetPlanner, to energy procurement services for negotiating contracts and stabilizing customers' energy budgets.

Our holistic approach to energy solutions ensures end-to-end technical guidance, from project inception to continued **Operations & Maintenance (O&M)** of systems. Ameresco understands that a well-designed and properly executed O&M program is a crucial element in the equipment performance and maintenance required to realize all possible energy savings.

Technical independence coupled with our advanced technology portfolio allows us to integrate best-in-class solutions for the unique needs of each Member, paired with practical financial solutions. Whether focused on securing infrastructure upgrades, meeting sustainability goals, or creating resiliency, our customers benefit from a single provider of comprehensive clean technology solutions.

Energy Analyzing, Defining and Monitoring

4. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would: analyze, define, and monitor all elements of energy exposure and consumption, including (but not limited to) the consumption of electricity, natural gas, and refined products (such as heating oil, gasoline and diesel). Include how the Supplier can assist with market monitoring and price management services and help analyze utility rate programs.*

Ameresco manages electricity, natural gas, and refined products for our customers across all regions of the United States. We assist those customers in the development of comprehensive energy management strategies. In accordance with a Member's energy risk management policy, Ameresco will



monitor and report on the following aspects of energy consumption and price.

- Competitive energy product structure
- Hedged v. open position
- Forward energy market value v. locational marginal price
- Changes to energy profile due to onsite projects
- Market price signals v. strategic energy plan objectives
- Curtailment requirements and opportunities

Ameresco will design and deploy a market-monitoring and communication protocol which mitigates risk and aims to reduce price-volatility.

Please reference Question B.1.a,3.2.A, [Energy Supply Management \(ESM\)](#), for additional information related to Ameresco's ESM services.

Energy and Utility Resource Project Analyses

While the basic concept of an energy efficiency and conservation program is the same from one company to another, an individual approach to the evaluation, engineering, equipment selection, installation, and many other factors differ markedly and can have a major impact on the returns on investment. Ameresco's approach to developing a project can be summed up in three words: **comprehensive, collaborative, and customized.**

We work collaboratively with our customers to determine the best methodology to upgrading their infrastructure, ensuring the consideration of all solutions, and keeping each customer's unique operational and financial goals at the forefront. This typically begins with **energy and utility resource analyses to identify areas of deferred maintenance and opportunities for infrastructure upgrades.** Projects incorporate innovative technology and techniques, customized to improve the efficiency of major building systems, water and wastewater treatment plants, or other infrastructure. Efficiency measures and upgrades often include lighting, water, heating, ventilation, cooling, building envelope, smart meters, and controls. If desired by the customer, we right-fit distributed generation solutions to balance or offset reliance on the grid and increase benefits of renewable energy and advanced energy management.

Once project goals are thoroughly understood, Ameresco engineers gather data on utility rates, historical consumption, and facilities and infrastructure. Engineers review all information and begin to document our assumptions and understanding of building condition, operations, and performance. Further, we leverage our proprietary tools to model lifecycles for building systems and liaise with key facility stakeholders to validate our assumptions and identify any knowledge gaps, resulting in bespoke reports and dashboards for analysis. This unique data development process allows Ameresco to quickly gain insights as to which buildings present opportunities to adapt and modernize through various energy and utility resource conservation measures (ECMs) and facility improvement measures (FIMs) and provides insight into the greatest energy, utility resource, and cost savings opportunities. To gain an accurate picture of existing conditions, Ameresco may:

- Perform onsite surveys with in-house project designers and engineer(s). Our staff members hold all the appropriate industry credentials, including PEs, CEMs, CEAs, CLEPs, among others
- Interview facility/maintenance director and staff, administration, and any other stakeholders
- Analyze recent utility data to evaluate operation schedules, utility demand and usage, rate structures, and areas of excessive energy and/or utility resource use



- Review recent operational and capital expenditures to determine areas that may require further investigation
- Update and/or review any previous utility audits or feasibility studies recently conducted by/for the City
- Review as-built drawings for existing buildings
- Analyze any available submeter data

At the end of this task, Ameresco will have identified which sites have the largest opportunity for energy efficiency based on benchmarking across multiple performance metrics. We will have synthesized all data and information gathered through field data acquisition and individual ECMs/FIMs are specified. The savings potential of each ECM/FIM is determined, and preliminary and utility resource energy baselines are established.

As part of a guaranteed energy savings project, the next step would be to perform a more thorough Investment Grade Audit. Under an Energy Savings Performance Contract (ESPC), the IGA serves to more firmly define the scope of work and final cost. The IGA is equivalent to an ASHRAE Level 3 Audit and is a much deeper dive into the costs and savings associated with the project to ensure that Ameresco has an accurate and complete understanding of all the impacts associated with the project. This report will include a detailed description of the scope of work, energy calculations, measurement and verification (M&V) protocols, financing terms and conditions, and areas to be upgraded. The resultant Energy Services Agreement will ensure that the systems will be upgraded, and sustainability goals advanced.

Long-term M&V services and annual reconciliation of performance and savings is carried out in accordance with the site-specific M&V plan. The M&V plan presented in the IGA will be written in accordance with the International Performance Measurement & Verification Protocol (IPMVP) and/or Federal Energy Management Program (FEMP) M&V protocols for performance-based contracts.

New Infrastructure Energy Analysis

-
5. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier analyzes the energy costs for potential new infrastructure facilities, such as natural gas pipelines, compressor stations, storage facilities, on-site fuel systems, substations and on-site generation. Describe how the Supplier negotiates with utilities, pipelines and other suppliers to arrive at the best pricing and reliability possible.*
-

In addition to the information provided in response to the preceding questions, from renewable energy plants that surpass federal and state government efficiency guidelines to energy efficient retrofits, energy management system enhancements, and cogeneration systems, Ameresco has a breadth and depth of solutions for commercial, industrial, institutional, and government customers. Our team of experienced energy specialists has designed, built, operated, and maintained power plants and energy assets. We can create plants that use traditional fuel sources as well as renewable energy plants powered by biomass, geothermal, wind and hydroelectric fuels.

Ameresco considers every aspect of an organization's energy, heating, cooling, and water needs, finding efficiencies and delivering budget-neutral energy infrastructure improvements that use annual utility savings to provide the capital needed for critical upgrades. Energy management system enhancements and retrofits can be phased in, allowing operations to continue without interruption as infrastructure is modified or replaced.

As it pertains to energy supply management, Ameresco's staff can provide cost-impact advisory services related to certain upgrades to facility infrastructures. As an example, such upgrades could



include adding additional accounts/meters for existing or new lines of business or installing transformers or substations. Ameresco staff will rely upon internal and external subject matter expertise to deliver this service.

Comprehensive Energy Management Plan

6. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would design a comprehensive energy management plan, including (but not limited to) energy procurement of electricity, natural gas and other energy commodities (such as renewable energy credits and renewable energy from solar or wind). This plan should analyze the use of various energy pricing products and recommend strategies to achieve best pricing and reliability.*

Ameresco can assist Members in developing or refining strategic energy management plans. Such plans require input from multiple Member departments (e.g., energy management, real estate, treasury, sustainability, finance, etc.). Through a multi-disciplinary approach, Ameresco can develop a comprehensive energy plan which meets the needs of both internal and external stakeholders. Understanding the broad objectives of the Member organization is the initial step in developing such a strategy. Once established, the next steps include developing goals around different aspects of the Member portfolio. Those goals could include:

- Meeting environmental benchmarks (Scope 1 and 2 emissions)
- How to address regulated v. deregulated energy spend
- Fixed v. variable pricing when available

Once enacted, Ameresco can devise and deploy a reporting mechanism to measure the results of implementation.

Market Conditions Assessment

7. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would evaluate energy market conditions and risks, gather market research, and implement strategic risk management solutions. Describe how the Supplier can assist with researching alternative energy options. Include an example of a case study performed.*

As a part of the comprehensive strategic energy supply management plan, Ameresco will implement a purchasing strategy in deregulated energy markets. Once in motion, Ameresco will monitor energy markets throughout the life cycle of each contract in an effort to align the purchasing strategy with risk policies and market value. Ameresco will stay abreast of market risk through a continual review of the fundamental market factors and global influences which can affect domestic energy supply and price. Further, Ameresco will communicate market value and risk both in regularly scheduled calls, and ad-hoc correspondence, with client contacts. A case study for Chicago Public Schools can be found in [Exhibit 3.4 Case Study: Chicago Public Schools](#).

Please reference Ameresco's responses to the preceding Questions 3 through 6, as well as [Section 3.2, Ameresco's Product and Services Offerings](#) for information on Ameresco's ability to assist in determining appropriate energy services and solutions, including alternative energy options. All of Ameresco's projects are specifically designed from inception through the term of the contract to mitigate customer risk. Further, we evaluate and offer several project delivery methods to allocate risk to best meet the Member's interests.

Strategic Procurement

-
8. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would assist in the development of a strategic procurement process with public agencies for energy solutions. Indicate the Suppliers experience with scope development, vetting of energy suppliers, evaluation of the financial viability and reliability of energy companies, negotiation assistance, and contract review.*
-

Ameresco's approach to energy procurement starts with modeling the position. Components of Ameresco's modeling effort include:

- Discussion of goals (meeting / beating budget, lowering year on year cost) and risk tolerance (threshold of pain, acceptable cost range, etc.);
- Forecast of load by utility;
- Supply price formula, by contract;
- Projection of cost of retail charges; and
- Forward wholesale energy market price curves.

Ameresco will propose an energy procurement plan for the Member based on contracts in place at the time of Ameresco's deployment and the factors listed above. The plan will include suggested RFP timeframes, considering the expiration dates of existing contracts as well as our forward view of the various competitive markets. We will also discuss pricing products available to form a comprehensive plan designed to meet the Member's stated objective(s). Our typical procurement process follows:

- Collect baseline data;
- Engage in discussions with stakeholders to determine approach, purchasing strategy, budget considerations, legal requirements, risk tolerance, and any other specific information;
- Develop RFP documents to solicit quotes from viable suppliers in accordance with approved strategies;
- Manage the bid process;
- Submit a written recommendation with supporting analysis for each RFP;
- Assist in contract execution; and
- Oversee the enrollment process to ensure all accounts are enrolled on time by the supplier.

As an independent energy services and solutions provider, Ameresco's Energy Supply Management Team works with a trusted portfolio of competitive energy suppliers. While many have been in the business since the inception of deregulation, recent market entrants can sometimes bring value to Member organizations. When approached by new suppliers, Ameresco conducts due diligence to better understand that supplier's strength in the market, financial capacity to meet market obligations, and customer service process, among other criteria. It is important to understand that Ameresco's role is to bring qualified suppliers to the Member, rather than bringing qualified customers to the supplier. Using this as a guiding principle, Ameresco exercises the utmost caution in vetting and recommending a supplier.

Account Management and Energy Bill Auditing

9. *If applicable to the offering being provided as part of the response to this RFP, describe how the Supplier would provide account management and auditing of energy bills, including aggregation strategies and services, tariff rate and tax optimization, utility bill processing and payment services, ensure transparency and accuracy of billings, dispute resolution, client advocacy and client educational opportunities.*

Complementing our software solution is an industry leading utility bill management (UBM) practice, which handles all types of utilities, including electricity, water, natural gas, fuel oil, waste, recycling, etc., and ensures robust data management processes are in place to maintain and upkeep the data which will inform reporting and decision making for customers. AssetPlanner® can establish meters for all types of utilities that might be connected to a building or asset. Meters can be further configured for consumption, supply, or generation data depending on the meter and data provided by the utility provider.

Ameresco's utility bill data acquisition service comprehensively handles bills of all forms and the workflow outlines our process for handling utility bills.

Ameresco processes thousands of bills per month and our assigned UBM specialists will work with Members to ensure the process is well understood, well communicated, and the final solution(s) and configuration(s) are tested and approved.

To ensure accuracy, Ameresco's software will perform active analysis and flag fatal errors, errors, and warnings. Fatal errors indicate that data problems and processing the utility bill cannot take place until the errors are corrected. Errors indicate that correction is required on the imported utility bill. Warnings indicate that there are potential problems which should be investigated.

With our Bill Audit Resolution service, Ameresco can act on all utility bill fatal errors and errors within 72 business hours. Ameresco will act on all utility bill warnings within fifteen business days for each processed utility bill. Processing includes:

- Resolve inconsistencies between utility bill's and data in AssetPlanner® such that the warning is no longer flagged.
- Documenting and marking valid or not applicable warnings as "Resolved".
- Initiate communication with the utility to resolve an issue such as invalid late fees, meter reading error etc.

Availability and Timely Fulfillment

10. *Describe how the Supplier ensures the availability and timely fulfillment of energy, building, and other related products and services.*

Energy, Building and Other Related Products and Services

A key benefit of Ameresco's independent position in this marketplace is that we have no pull-through product or service goals. Because our only product is energy services and we have no larger manufacturing or service-providing corporation influencing our solutions for Members; technologies, equipment, and systems are recommended based on their ability to best meet the needs of the project for the lowest possible cost and are typically procured in real-time. **Our national buying agreements enable us to receive product quickly, and plan for longer lead time items. Subsequently, Ameresco avoids schedule delays due to equipment procurement.**

Energy Supply Management

Ameresco considers timing to be the most important part of the procurement process. Determining when to enter the market will have a much greater impact on pricing than the competitive bid process itself. We monitor basis markets for natural gas and electricity throughout the year. We make our recommendation to go to market when we see the best opportunity based on recent historic precedents. Ameresco conducts its own fundamental and technical analyses of the markets and uses this information to recommend to our customers when to request quotes from suppliers. Ameresco continually monitors the market, assessing signals that can impact both short- and long-term price drivers. Ameresco seeks to evaluate the overall price movement of the energy markets. This analysis examines indicators such as moving averages, stochastic patterns, and trading volumes, all of which help to assess overall market progression.

Ordering Methods

11. *Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).*

Not applicable. Ameresco is not a manufacturer.

Ability to Meet Deadlines

12. *Describe Supplier's history of meeting deadlines, including such items as reporting services, order fill rates, shipping/on-time delivery and emergency products/services.*

Ameresco understands the importance of meeting deadlines. At the start of every project, we align with customers to develop timelines and schedules that are meaningful to both the customer stakeholders and the community. We have a time-proven history of on time delivery, within budget.

Schedule maintenance is an ongoing activity and includes routine updates to the schedule based on construction progress, material procurement status, permitting status, and other information. Additionally, if priorities for sequencing the work between the buildings and sites changes, the impact to the master schedule will be reflected in the updated schedule. This will include any impact to project float or duration.

Maintaining an accurate schedule will allow both the Member and Ameresco to track to actual progress of the project in relation to planned progress. This will identify any areas of concern or overall project trends, which can then be addressed as soon as they are identified.

Service and Warranty Needs

13. *Describe Supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.*

As Ameresco does not manufacture products or equipment, the life expectancy under normal use of systems and equipment installed under the scope of a Member's project contract varies bases on system or equipment type. Ameresco provides a standard warranty term of one year on Ameresco's installed materials and labor from the date of completion, with manufacturer-supplied warranties extended to the Member upon project close-out.

In case of a defect, the Member would contact Ameresco to report the issue. Ameresco will evaluate

the defect and determine the proper corrective action. Ameresco will then work with the appropriate material supplier or installing subcontractor to correct the defect. The turnaround time will vary depending on the type of defect.

Extended Warranty or Service Maintenance Programs

14. Describe any extended warranty programs or service maintenance programs available.

Manufacturer-supplied warranties for the systems and equipment installed under the scope of a project contract are extended to the Member upon the issuance of a Certificate of Completion. Some warranties can be extended by the manufacturer, which will be determined on a case-by-case basis once the final equipment has been selected for an individual project.

At the Member's discretion, Ameresco can offer a comprehensive operations and maintenance (O&M) service plan in the final contract. For energy projects, an O&M plan will help to ensure that energy savings are maintained over the term of the contract and extend the useful life of installed equipment. Ongoing service will be managed by Ameresco's in-house team, supported by local management and qualified service providers to assure responsiveness. These firms will be mutually selected with Member based on reputation, qualifications, and ability to respond to scheduled and emergency service calls within required time periods.

Operations and maintenance expenses can vary greatly from one energy solution to another. While a solar array or geothermal system may need very little ongoing maintenance, wind turbines and landfill-gas-to-energy systems require skilled technicians to keep them operating efficiently. Simply finding the right personnel to operate and maintain advanced energy systems can be a challenge, as technologies are changing rapidly.

Ameresco can provide complete O&M solutions or integrated solutions with training for existing staff. As an independent company with no products to sell, our customers can choose best-in-class energy equipment solutions and gain control over the costs to operate and maintain them.

For software modules, Ameresco provides a Service Level Agreement (SLA) that applies to the delivery of services by Ameresco in accordance with a dually executed Service Order, Ameresco's General Terms of Service, recording the Services and Service Tier to be delivered.

Technical Advice and Sales Support

15. The Supplier shall provide timely and accurate technical advice and sales support. The Supplier shall respond to such requests within one (1) working day after receipt of the request. Describe Supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

While Ameresco does not maintain a customer service department, our sales, technical, and project management teams are committed to 100 percent customer satisfaction. Each Member will always have a primary point of contact with Ameresco who is committed to consistently maintaining an open line of communication. Ameresco will provide timely and accurate technical advice and support within one working day after receipt of such request.

Because every project is unique, it is crucial for our project teams to understand each Member's unique goals and objectives. During the construction and implementation phase, for example, Ameresco's assigned Senior Project Manager will be the primary point of contact, including after-hours. Following the implementation phase, if selected, Ameresco's in-house O&M professionals who are available and committed to providing immediate response 24 hours a day, 7 days a week, 365 days per year



(24/7/365). These individuals can be reached by phone or email.

Our project managers are always backed by Ameresco's full staff of 1,500 located throughout the country and are always able to receive the support necessary to address issues of any nature or scope.

For **AssetPlanner®** software, live support will be available during Business Hours. Ameresco will respond to system generated alerts and web, email, and phone requests from Authorized Users within the time specified for the applicable Service Tier.

We also offer an annual training conference in which clients attend classroom sessions enhance their AssetPlanner® skills and learn of new enhancements.

Technology Used to Support Contract

16. Describe technology used to support the contract, include any website links and online capabilities and functionality.

Ameresco leverages industry-recognized software and tools, as well as proprietary technology and processes, in the identification, evaluation, and delivery of energy services and solutions. Examples include the Microsoft software suite, Procore, PVSyst, Heliscope, among others.

For AssetPlanner® software, live support will be available during Business Hours. Ameresco will respond to system generated alerts and web, email, and phone requests from Authorized Users within the time specified for the applicable Service Tier.

Information Technology and Cybersecurity Risk Management

As is the case for all large companies, we are regularly subject to cyberattacks and other cyber incidents and, therefore, cybersecurity occupies a pivotal role within our risk management process. We adhere to a risk-based, multi-layered "defense in depth" approach that is dedicated to the identification, protection, detection, response, and recovery from cyber threats and incidents.

We understand that a single technology, process, or business control cannot wholly prevent or mitigate all potential risks. Therefore, we employ a multitude of technologies, processes, and controls, each functioning independently but collectively forming a cohesive strategy aimed at minimizing risk. This strategy is evaluated through various means, such as frequent research and industry security briefings among our information technology (IT) group, internal and external audits, independent program assessments, control attestation reports, penetration testing, and other exercises that gauge its effectiveness. Threats and incidents connected with third party service providers are considered and managed under this process as well. We engage external parties, including consultants, independent privacy assessors, computer security firms and risk management and governance experts, to enhance our cybersecurity oversight. For example, we have engaged an outside consulting firm with expertise in the field to help us assess our systems, monitor risk and implement best practices and to support the internal audit of our cyber security programs and we regularly consult with industry groups on emerging industry trends. In addition, as part of our overall risk mitigation strategy, we maintain cyber insurance coverage.

Our cybersecurity policies, standards and procedures include cyber and data breach response plans, which are periodically assessed against the National Institute of Standards and Technology Cybersecurity Framework. We do not believe that there are currently any risks from cybersecurity threats that are reasonably likely to materially affect us or our business strategy, results of operations, or financial condition.

Customer Privacy

Policies and practices relating to the collection, usage, and retention of customer information are critical to ensure the privacy and security of our customers. These policies and practices are referenced in different areas of our organization such as website or internally via our human resources information system / IT system.

Our policies generally cover the collection of information, transparency, and consent, how it is used, its retention duration depending on regulatory requirements or other internal business factors. We take proactive steps to ensure that privacy and security of all information is maintained at the highest levels via our policies and practices.

Public Agency Assistance

17. *Describe what assistance the Supplier will require from Participating Public Agencies to provide the range of products and services described in this RFP.*

Ameresco's approach to developing a project can be summed up in three words: **comprehensive, collaborative, and customized**. We work collaboratively with our customers to determine the best methodology, ensuring the consideration of all solutions, and keeping each customer's unique operational and financial goals at the forefront.

Depending on the service or solutions contemplated by the Member, Ameresco may request information such as utility data to evaluate operation schedules, utility demand and usage, rate structures, and/or areas of excessive energy and/or water use; recent operational and capital expenditures to determine areas that may require further investigation; previous utility audits or feasibility studies recently conducted by/for the Member; as-built drawings for existing buildings; and available submeter data, as an example.

Environmental Strategy

18. *Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, sustainability, and any resources dedicated to your environmental strategy.*

Also provided in response to Question 1.A.E, [Green or Environmental Policies](#) herein, founded on a mission to create value and provide energy efficient and renewable solutions to the organizations we serve, Ameresco is relentless in the pursuit of a sustainable future. Our core ESG theme of "Doing Well by Doing Good" reflects the inherent and grounded purpose behind our Company's impact. Our stewardship of this theme is demonstrated by our success in delivering solutions that enable a climate positive future.

In 2021, Ameresco committed to achieving carbon neutral scope 1 and scope 2 operations by 2040. To ensure our interim emissions reduction milestones are on pace with actions required to limit warming to 1.5°C, we are committing to establish GHG reduction targets through SBTi by 2025 and validate our net zero targets with science-based certification. In 2022 and 2023, we focused our attention on implementing improved processes while establishing robust data management protocols to prepare for third party assurance and disclosures. Our materiality assessment in 2022 confirmed what we have always known – decarbonizing our operations and making our supply chain more sustainable and climate resilient is considered essential by internal stakeholders, customers, and investors alike. As one stakeholder put it "ESG is our core mission."



Ameresco is progressively improving the management and reporting of carbon emissions as it prepares for increased levels of disclosure in alignment with global reporting standards. As introduced in our 2022 report, our scope 1 and scope 2 emissions calculations are structured to only include sites where we are directly paying the bills, with assets outside of our operational boundary allocated to scope 3.

Ameresco's 2023 estimated scope 1 and 2 emissions were 360,291 metric tons of CO₂ equivalent across our global operations. Since we started reporting, the Company's U.S. operations account for close to 100% of our carbon footprint (scope 1 and scope 2 emissions), the vast majority of which (~99%) can be attributed to our owned energy assets including biogas-to-electricity, biogas distribution, and renewable natural gas.

We intend to continue to improve our emissions reporting methodology to accurately capture our complex operational characteristics. We aim to establish a robust, data-driven baseline in 2025 with science-based targets set to 2030 and beyond, disclosing short- and medium-term targets for scope 1 and 2 emissions en route to net zero.

More information on Ameresco's environmental strategy and initiatives can be found in Ameresco's **2023 Impact Report** by visiting <https://www.ameresco.com/esg/>. A copy of this report has also been included as part of Ameresco's Proposal Section 4 – References and Experience.

Safety Record

19. Describe the Supplier's safety record.

Ameresco highly values the health and safety of our employees, contractors, customers, and communities. With one of the lowest Experience Modification Rates (EMR) in the industry (0.84), Ameresco takes workplace safety seriously. We truly believe that no financial goal, work task, customer deliverable, or schedule demand is worth an injury, and that every Ameresco employee, supplier, contractor, partner, and vendor has a responsibility to work safely. Of note, as reported in our 2023 Impact Report, Ameresco is 23% below the industry standard for total recordable cases.

An active and effective Safety & Health (S&H) Program whose staffing and functions are reflective of the company's size, complexity, and operating exposures play a key role in the organization's overall performance. Ameresco's S&H Program was established to benefit first and foremost the employees and subcontractors it supports, but also as a safeguard and protector of the Company's assets. Our safety leadership is grounded in five pillars: Field Presence, Effective Communication, Feedback Mechanism, Accountability, Benchmarking.

For additional information, please visit Ameresco's Health & Safety section of our website at <https://www.ameresco.com/esg/health-and-safety/>.

Financial Condition

20. Describe the financial condition of Supplier.

Ameresco recognizes that it is paramount to have an energy partner that is not only technically qualified, but also financially strong, with a stable and solid track record of performance in the capital markets. With 2023 revenues of \$1.37 billion and a construction backlog of \$1.3 billion, Ameresco is a leading independent energy services companies in the United States. For the year ending 2023, Ameresco had total assets of approximately \$3.7 billion and a \$495 million credit facility. In addition, we maintain a \$2 billion surety credit facility through a corporate provider with an AM Best Rating of "A Excellent."

As a publicly traded company, Ameresco's most current prospectus, including Balance Sheet and Cash Flow statement is provided within our audited, publicly available annual 10-K and quarterly 10-Q financial statement information filed with the U.S. Securities and Exchange Commission (SEC). Information can also be found via Ameresco's website at <https://ir.ameresco.com/financial-results>.

Additional Information

21. Provide any additional information relevant to this section.

Accreditations and Pre-Qualifications

NAESCO

The National Association of Energy Service Companies (NAESCO) is the leading advocacy and accreditation organization for Energy Service Companies dedicated to modernizing America's infrastructure through performance contracting. Ameresco's CEO, George Sakellaris, was one of the founding members of NAESCO, and served as its president for several years.



Encompassing energy and utility resource conservation and procurement services, the NAESCO accreditation is a rigorous examination of a company's core competencies and business practices. The examination includes an evaluation of the precise nature of the applicant's business; the range of measures and services offered to customers; the availability of a performance-based project approach; ethical business practice commitment; project engineering and design, financing, project management, operations and maintenance capabilities; and the capability to verify and monitor energy cost savings.

Ameresco met, and embodies, all these criteria and will leverage these core competencies for a resultant project with the City.

Prequalifications

Ameresco is recognized by both the U.S. Department of Defense (DOD) and Department of Energy (DOE) as a federal qualified ESCO. Like NAESCO's accreditation process, these federal qualifications are based on independent evaluations of Ameresco's capabilities and ability to successfully develop, finance, implement, and perform long-term performance services on behalf of its customers.

Financial Options

Unfunded liabilities and aging infrastructure are always a source of concern. When budget constraints are an issue for energy project financing, Ameresco can turn these fiscal strains into sources of cash through different contract options that allow reinvestment into core assets and the reduction of operating costs.

By conducting a needs analysis that highlights facility-related cost savings and revenue opportunities, Ameresco can devise strategies that leverage this funding for power project financing. Ameresco uses DBOOM (Design, Build, Own, Operate and Maintain), Performance Contracting, Power Purchase Agreements (PPAs), and Budget Neutral Infrastructure Upgrades, among others, as its core tactics for energy project financing.

Ameresco is also on top of innovative funding opportunities such as renewable energy certificates, grants, utility rebates and tax credits continuously in development at the federal and state levels. This allows for a complete and up-to-date evaluation of potential aid to finance renewable energy projects.

Resource Center

Ameresco offers several resources on its website for Members, including project case studies and industry education. (<https://www.ameresco.com/resource-center/>)

- **Project Highlights and Case Studies.** Learn more about Ameresco projects across geographies, markets, and advanced technologies. These energy projects span efficiency, renewables and distributed generation, flexibility solutions like microgrids and storage. [Read more](#) about the solutions provided and the measurable benefits delivered to our partners.
- **On-Demand Webinars.** Join us for on-demand recorded webinar discussions on topics from Energy as a Service (EaaS) to Capital Creation Strategies, Resiliency, Advanced Water Infrastructure, Renewable Natural Gas, Microgrids and more. [Get the latest information](#) on trends and insights from customer stories.
- **Ameresco White Paper Library.** Get instant access to [Ameresco white papers](#) that show how the newest energy technologies can be deployed to improve resiliency, security and efficiency and to learn more about specific services we provide.
- **Video Library.** Find [video case studies, interviews and project overviews](#) that cover the breadth of Ameresco's work for government agencies, states, municipalities and private enterprises in the commercial, healthcare, industrial and manufacturing sectors.

Comprehensive Energy Consulting and Management
Services, Building and Other Energy Solutions, and
Related Products and Services:
Section 3 – Ability to Perform

Exhibit 3.2 Proposed Exceptions



Exhibit 3.2 Proposed Exceptions

Ameresco respectfully submits the following proposed exceptions for consideration.

IV. Region 14 – TERMS AND CONDITIONS (*solicitation pages 9-11/111*)

Section	Existing Language	Ameresco Proposed Exception(s)
Audit Rights	Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) 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. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may 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 14 ESC.	Ameresco proposes that, if Region 14 ESC elects to perform "extensive" audit of Ameresco's pricing, the cost of that audit be borne by Region 14 ESC unless such audit determines that Ameresco's pricing was more than [10%] higher than the pricing under this agreement. In addition, any audit will take place at Ameresco's offices, following reasonable prior notice, during normal working hours. Materials may be reviewed and audited but may not be copied or removed from Ameresco's offices.
Indemnity	Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.	Ameresco prefers to revise the indemnity provision so it reads as follows: The awarded supplier shall protect, indemnify and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all third party claims and resulting damages, losses and expenses arising out of any claim for bodily injury or property damages, to the extent the same is caused by the negligence or willful misconduct of supplier or its employees or subcontractors. In addition, Ameresco intends to negotiate customary and reasonable mutual indemnities and limitations on liability with Participants, to the extent permitted by applicable law.
Termination	Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by	Ameresco proposes that, in the event of any breach by Ameresco, Ameresco receive notice from Region 14 ESC and at least 30 days to cure such breach, such additional time as may be reasonable in the circumstances, if such breach cannot be cured within 30 days, so long as Ameresco commences cure within such 30



	Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.	day period and thereafter prosecutes the same diligently to completion.
--	---	--

Comprehensive Energy Consulting and Management
Services, Building and Other Energy Solutions, and
Related Products and Services:
Section 3 – Ability to Perform

Exhibit 3.3 Federal Funds Certifications and New Jersey Business Compliance



Exhibit F

Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version March 19, 2024

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES RH Initials of Authorized Representative of offeror

(B) 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 (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RH Initials of Authorized Representative of offeror

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

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES RH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

Version March 19, 2024

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES RH Initials of Authorized Representative of offeror

Offeror's Name: Ameresco, Inc.

Address, City, State, and Zip Code: 2355 E. Camelback Road, Suite 410

Phone Number: 480.499.9150

Fax Number: 480.499.9170

Printed Name and Title of Authorized Representative: Ron Haxton, Senior Vice President - Business Development

Email Address: rhaxton@ameresco.com

Signature of Authorized Representative: Ron Haxton

Date: July 3, 2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD 4010 Labor Provisions also applies to this contract.

Does offeror agree? YES RH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Ameresco, Inc.

Address, City, State, and Zip Code:

Version March 19, 2024

2355 E. Camelback Road, Suite 410, Phoenix, AZ 85016

Phone Number: 480.499.9150

Fax Number: 480.499.9170

Printed Name and Title of Authorized Representative:

Ron Haxton, Senior Vice President - Business Development

Email Address:

rhaxton@ameresco.com

Signature of Authorized Representative: *Ron Haxton*

Ron Haxton (Jul 3, 2024 11:59 PDT)

Date: July 3, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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; and
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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Ameresco, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ron Haxton

Ron Haxton (Jul 3, 2024 11:59 PDT)

Signature of Contractor's Authorized Official

Ron Haxton, Senior Vice President - Business Development

Name and Title of Contractor's Authorized Official

July 3, 2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Ameresco, Inc.

Address, City, State, and Zip Code:

2355 E. Camelback Road, Suite 410, Phoenix, AZ 85016

Phone Number: 480.499.9150 Fax Number: 480.499.9170

Printed Name and Title of Authorized Representative:

Ron Haxton, Senior Vice President - Business Development

Email Address: rhaxton@ameresco.com

Signature of Authorized Representative: Ron Haxton
Ron Haxton (Jul 3, 2024 11:59 PDT)

Date: July 3, 2024

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Ameresco, Inc.

Organization Address: 111 Speen Street; Framingham, MA 01701

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
George P. Sakellaris	111 Speen Street; Framingham, MA 01701
Grantham, Mayo, Van Otterloo & Co. LLC	40 Rowses Wharf; Boston, MA 02110

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not applicable.	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not applicable.	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ron Haxton	Title:	SVP - Business Development
Signature:	<u>Ron Haxton</u> Ron Haxton (Jul 15, 2024 08:16 PDT)	Date:	July 15, 2024

Certificate Of Completion

Envelope Id: 48A0B1A5-3A62-4057-9EB4-EDB3490FDB13

Status: Sent

Subject: Council Legislation - Ameresco

Source Envelope:

Document Pages: 321

Signatures: 5

Certificate Pages: 16

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

9/23/2025 8:49:10 AM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Bethany Nunley

Bethany.Nunley@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 9/23/2025 9:04:32 AM

Viewed: 9/25/2025 7:05:30 AM

Signed: 9/25/2025 8:37:44 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Sent: 9/25/2025 8:37:50 AM

Viewed: 9/25/2025 8:39:00 AM

Signed: 9/25/2025 8:39:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 9/25/2025 8:39:19 AM

Viewed: 9/25/2025 8:39:29 PM

Signed: 9/25/2025 8:40:43 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 9/25/2025 8:39:29 PM

ID: c3083e12-13a3-4998-806e-8d74519ce46f

Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 9/25/2025 8:40:50 PM

Viewed: 9/26/2025 11:20:25 AM

Signed: 9/26/2025 11:20:36 AM

Signature Adoption: Pre-selected Style

Using IP Address:

2605:a601:a38f:c900:fd91:fb1d:1b4d:cf64

Signed using mobile

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 9/26/2025 11:20:25 AM ID: a3174c62-dd1c-4502-9378-042940f24789		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/26/2025 11:20:47 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 9/26/2025 8:09:07 AM
ID: 5c1e4a0c-aabf-42cc-a26b-d4ec4d786078

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 9/26/2025 11:20:25 AM
ID: a3174c62-dd1c-4502-9378-042940f24789

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 9/26/2025 9:53:19 AM
ID: 21b77418-1208-4c5f-92d2-9d3f75ef2005

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2025 9:04:32 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure		
--	--	--

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following:

- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;
- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. PRIVACY Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. ACCESS LIMITS Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. FEEDBACK By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. GENERAL Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms
of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is
Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is
Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy
certification .