

**MASTER AGREEMENT #071624****CATEGORY: Energy Savings Performance Contracting with Related Services****SUPPLIER: Energy Systems Group, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Energy Systems Group, LLC, 9877 Eastgate Court, Newburgh, IN 47630 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 25, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #071624 to Participating Entities. In Scope solutions include:
- a. Technical Energy Audit and Project Proposal Phase
- i. Development of a contract for the Technical Energy Audit with the selected Contractor.
 - ii. Conducting an investment-grade audit to identify and evaluate cost-saving measures.
 - iii. Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.
 - iv. Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.
- b. Implementation/Commissioning and Financing Phase
- i. Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.
 - ii. Provision for implementation and follow-up services to be provided during the financing term.
 - iii. Development of a separate financing agreement.
- c. Post-implementation Guarantee/Monitoring Phase
- i. Provision of a variety of services by the Contractor after implementation to ensure savings are met.
 - ii. Offering a savings guarantee.
 - iii. Providing staff training.
 - iv. Conducting follow-up monitoring.
 - v. Maintenance of the contract through various support services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **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 C.F.R. § 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 C.F.R. § 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. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **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 C.F.R. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must 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.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, to the extent arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or damages to property alleged to have been caused by some defect in design, , or negligent performance by Supplier of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

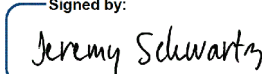
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Energy Systems Group, LLC

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/25/2024 | 3:17 PM CDT

Signed by:

By: 50B132A4A26746F...
Steven C. Craig
Title: President
Date: 9/25/2024 | 2:09 PM CDT

RFP 071624 - Energy Savings Performance Contracting with Related Services

Vendor Details

Company Name: Energy Systems Group, LLC
Does your company conduct business under any other name? If yes, please state: ESG
Address: 9877 Eastgate Court
Newburgh, Indiana 47630
Contact: Lacey Duncan
Email: lduncan@energysystemsgroup.com
Phone: 256-453-1548
Fax: 812-475-2544
HST#: 35-2017952

Submission Details

Created On: Tuesday May 28, 2024 07:32:00
Submitted On: Monday July 15, 2024 16:15:24
Submitted By: Lacey Duncan
Email: lduncan@energysystemsgroup.com
Transaction #: acd8cb3e-ca07-4ba7-873c-7cbfd82ce472
Submitter's IP Address: 71.228.223.38

Specifications

Table 1: Proposer Qualifications

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Energy Systems Group, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell?	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Energy Systems Group, LLC (ESG) will be the primary Responsible Supplier that will execute the master agreement with Sourcewell. ESG has recently expanded its capabilities and resources through the acquisition of two companies: PacificWest and Yearout. These subsidiaries fall under the ESG umbrella and may also engage in business activities and service delivery under the Sourcewell contract, thereby enhancing our ability to provide comprehensive solutions.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 3FU33 SAM: JBZELFBMX1J4
5	Provide your NAICS code applicable to Solutions proposed.	221117 221118 221330 236220 237130 238210 238220 334512 532210 541330 541380 541513 541611 541618 541690 541990 561210 561621 561990 611430
6	Proposer Physical Address:	9877 Eastgate Court, Newburgh, IN 47630
7	Proposer website address (or addresses):	www.energysystemsgroup.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Geoff Wilde, Chief Financial Officer 9877 Eastgate Court, Newburgh, IN 47630 812.492.3771 gwilde@energysystemsgroup.com
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Johnson, Senior Director, Business Development and Utility Relations 2805 Dodd Road, Suite 350, Eagan, MN 55121 919.818.9407 kjohnson@energysystemsgroup.com
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Rehse, Sales Manager 9005 Overlook Boulevard, Suite 226, Brentwood, TN 37027 615.209.7172 drehse@energysystemsgroup.com Lacey Duncan, Proposal Development Manager 9877 Eastgate Court, Newburgh, IN 47630 615.610.3389 lduncan@energysystemsgroup.com

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity as an energy service company (ESCO).	<p>Energy Systems Group, LLC (ESG), founded in 1994, is a leading energy service company accredited by the National Association of Energy Service Companies (NAESCO) as an Energy Service Provider (ESP). ESG specializes in delivering comprehensive energy solutions, including facility-wide audits, engineering and design services, project management, operations and maintenance, and measurement and verification of savings. Since its inception, ESG has implemented over 850 energy efficiency and facility infrastructure improvement projects, totaling over \$5 billion for more than 550 customers. Notably, nearly 40% of these projects represent multi-phase or multi-contract engagements with returning customers. What distinguishes ESG is our expertise in sustainable infrastructure solutions such as waste-to-energy, distributed generation, and renewable energy technologies. This approach not only drives revenue and reduces costs but also modernizes infrastructure through alternative funding strategies, savings, and annual performance guarantees.</p> <p>ESG is committed to executing projects on time, within budget, and with guaranteed results, ensuring no change orders unless initiated by the customer. We prioritize minimizing disruptions and maintaining the safety of all personnel involved. ESG's success is built on innovative ideas, rigorous engineering, and seamless delivery, resulting in measurable technical, financial, and operational outcomes.</p> <p>As a vendor-neutral company, ESG ensures customers receive the best pricing through a competitive bidding process, leveraging its national buying power. ESG is dedicated to listening, collaborating, and partnering closely with customers to create safe, resilient, and energy-efficient facilities.</p> <p>Our Mission: To deliver holistic, future-focused energy and infrastructure solutions that help our customers turn their energy liabilities into assets that support their bottom-line mission.</p> <p>Our Vision: To be an industry catalyst driving innovation to create infrastructure solutions that result in a more sustainable energy future.</p> <p>Our Purpose: To partner with our customers and communities to create a more resilient, sustainable future for our planet.</p> <p>Our Values: To prioritize a safe workplace and mitigate risk, at all times, for our customers, employees, business and subcontractor partners. We nurture an engaging culture for our employees and customers emphasizing collaboration and inclusion to drive success for all.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>The financial stability of ESG was significantly strengthened when the equity interests of ESG were purchased on June 30, 2023, by funds managed by the Power Opportunities strategy of Oaktree Capital Management, L.P. (Oaktree). Oaktree, a global investment manager specializing in alternative investments, manages \$172 billion in assets and has a 30-year track record in the power and energy sectors. This acquisition allows ESG to operate as a stand-alone company, backed by a reputable and experienced investor. ESG's financial stability is further evidenced by substantial bonding capabilities through Berkshire Hathaway Specialty Insurance Company, rated A++ XV by AM Best, with a bonding capacity of \$100 million single and \$500 million aggregate.</p> <p>Supporting documentation has been included in the document upload section of the portal.</p>
13	What is your US market share for the solutions that you are proposing?	<p>As a vendor- and product-neutral ESCO, ESG does not manufacture or sell products. Instead, our market share is best represented by the breadth and success of the comprehensive energy solutions we provide. Since our founding in 1994, we have implemented over 850 energy efficiency and facility infrastructure improvement projects, totaling over \$5 billion in value, for more than 550 customers across the United States.</p> <p>While we do not have a market share in terms of specific products, our influence in the industry is significant due to our ability to integrate and manage a wide range of energy solutions. Our projects span various sectors, including municipal, K-12, utility, and industrial markets. This extensive experience and our vendor-neutral approach allow us to select and recommend the best solutions tailored to our customers' needs, ensuring optimal performance and cost-efficiency. Additionally, we are a U.S. Department of Defense/U.S. Department of Energy Qualified ESPC Contractor (https://www.energy.gov/eere/femp/articles/doe-qualified-list-energy-service-companies), and ESG has been a DOE-qualified ESCO since 2009. Our federal work totals over \$1.6 billion for more than 86 projects.</p> <p>Performance Contracting Sales to Overall Company Sales = 96%</p> <p>Support Services to Performance Contracting Sales = 4%</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>ESG does not currently do business in Canada. We are licensed to do business in 48 states, Washington D.C., and the U.S. Virgin Islands.</p>
15	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>ESG has maintained a strong financial record with no bankruptcy proceedings throughout its 30-year history.</p>
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>(answering b)</p> <p>ESG is non-biased and does not manufacture, sell, or distribute equipment, materials, or other goods. We prioritize designing solutions based on greater lifecycle cost with no preference for specific brands or products. As a technology and product-neutral company, ESG has no biases towards any technologies, products, or manufacturers. This neutrality allows us to work with numerous companies, including Siemens, Johnson Controls, Honeywell, Schneider, Allerton and Trane, ensuring we select the best solutions for our customers. Unlike many of our competitors, we are not pressured or incentivized to use specific products. ESG provides unbiased options and delivers best-value, turnkey solutions tailored to meet our customer's unique needs. Our product and technology-neutral approach enables us to be more competitive in procuring goods and services, resulting in accomplishing more project priorities with reduced costs and shorter paybacks.</p>

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Beyond our extensive licensing/certification to operate in 48 states, Washington D.C., and the U.S. Virgin Islands, our team boasts a wealth of professional qualifications including Professional Engineer licenses, LEED certifications, and Certified Measurement & Verification Professionals, among others. These credentials underscore our dedication to sustainable practices and industry standards, enhancing our ability to deliver premium services across diverse markets. Additionally, our team includes ASHRAE award winners, further attesting to our collective expertise and track record for excellence. We are a National Association of Energy Services Company (NAESCO) and hold the Energy Services Provider Certification. There are only 13 in the Country to have this designation and we bring this professional, transparent team to Sourcewell.
18	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	ESG has neither current nor past debarments or suspensions within the last seven years.
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>We take pride in being recognized for helping our customers solve their energy efficiency, resiliency, and sustainability challenges. The following is a list of awards and industry recognition received in the last five years.</p> <p>Moxie Awards: ESG was named the 2022 Moxie Award for Boldness in Business winner. The Moxie Awards honor the accomplishments and achievements of growing businesses, nonprofits, and associations in the DC metro community; ESG was named a winner in the award's Government Contractor 300+ employees division.</p> <p>ASHRAE Awards: ESG is honored and proud to have been awarded multiple American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) awards, most recently:</p> <p>UIUC College of Engineering - Excellence in Engineering Award (2020)</p> <p>University of Illinois Urbana Champaign ESCO Project - First Place ASHRAE Technology Award (2019)</p> <p>American Public Works Association of the Year Award: Niskayuna Water Resource Recovery Project (2019)</p> <p>Public Service Company of New Mexico - Business Energy Efficiency Star Award (2021)</p> <p>DOE Federal Energy and Water Management Award – Project Award (2021)</p> <p>DOE Federal Energy Management Program - Energy and Water Management Award – Contracting (2021)</p> <p>DOE Federal Energy Management Program - Energy and Water Management Award – Contracting (2019)</p> <p>DOE Federal Energy Management Program - FEDS Spotlight Award (2019)</p> <p>DOE Federal Energy Management Program - Energy and Water Management Award – Project (2019)</p> <p>DOE Federal Energy Management Program - FEDS Spotlight Award (2019)</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Percentage of our sales to the governmental sector are approximately:</p> <p>Federal = 24%</p> <p>State/Local = 23%</p>
21	What percentage of your sales are to the education sector in the past three years	Percentage of sales to the education sector are approximately 36%.
22	List any state, or cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	ESG holds multiple TIPS (The Interlocal Purchasing System) contracts. The average annual sales volume for our TIPS contracts is \$2.6 million.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>ESG holds GSA MAS Contract 47QSHA21D001J.</p> <p>2021 = \$0</p> <p>2022 = \$771,341</p> <p>2023 = \$26,092</p>

Table 2: Proposer Qualifications: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Evansville Vanderburgh School Corporation	Steven Scheller, Director of Building Services	712.435.8337
Licking County, Ohio	Timothy Bubbs, County Commissioner	740.670.5118
Eglin Air Force Base	Eddie Taylor, Energy Manager	850.882.8062

Table 3: Proposer Qualifications: Top Five Projects

Line Item 25. Provide a list of your top five government, education, or non-profit performance contracting projects your firm completed (entity name is optional).

Project Data	Project 1	Project 2	Project 3	Project 4	Project 5
Project Name	VA VISN 21	University of Illinois Urbana-Champaign College of Engineering	NASA Johnson Space Center	State Correctional Institution – Dallas	Ft. Bliss
Facility Type and Use	Hospital System	Higher Education	Federal Government	Corrections	Federal Government

<p>Project Size -Number of Buildings -Total Square Footage</p>	<p>7 separate hospital sites</p>	<p>This project involved designing and installing new systems and interior installations in two occupied buildings totaling over 478,000 ft² and three laboratories, including a micro nanotechnology laboratory.</p>	<p>The project covers 63 buildings and 4,416,220 sq. ft. over 1,700 acres</p>	<p>The project spanned 50 buildings totaling 700,000 sq. ft.</p>	<p>The project scope included 142 buildings totaling 5,400,000 sq. ft.</p>
<p>Types of Measures</p>	<p>VISN 21 San Francisco (\$55.9M) - retrofitted and replaced air handling units (AHU)s, retrofitted the main boiler plant with three 500 HP steam boilers, installed new LED lamps and occupancy sensors, updated the HVAC control system software and unit scheduling</p> <p>Additional Work at VISN San Francisco - replaced and expanded the central chiller plant, carried out boiler plant structural improvements, replaced AHUs in two additional buildings and VAVs, recommissioned a solar PV array, and replaced the 30,000 sq. ft. building roof as well as the main electrical service transformers and switchgear</p> <p>VISN 21 Livermore (\$11.3M) - replaced existing steam plant off-line, constructed a new modular plant to provide steam to the campus, installed and replaced condensate return piping/valve insulation</p> <p>VISN 21 Mather, McClellan, Martinez (\$3.89M) - replaced two air cooled chillers and BMS at Mather, the addition of direct digital controls at both Mather and McClellan, and LED lighting upgrades at all sites</p> <p>VISN 21 Menlo Park (\$5.6M) - installed interior and exterior LED lighting, upgraded the building automation system (BAS), installed new steam boiler burners to reduce greenhouse gas emissions, replaced a 200,000-gallon irrigation water tank, replaced steam traps, installed a new solar photovoltaic system</p> <p>VISN 21 Fresno (\$6.5M) - replaced AHUs, chillers, and boilers, using Covid-19 relief funds, implemented a \$2M pandemic AHU replacement project</p>	<p>HVAC Improvements – Replaced AHUs and dual-duct, constant volume mixing boxes with single duct, variable air volume boxes and displacement ventilation at two MRL and Loomis.</p> <p>Modified existing cleanroom ductwork and installed particle counters at one laboratory to improve individual cleanroom air control and reduce airflow while maintaining cleanliness level required for each particular classification at MNTL</p> <p>Replaced 38 constant volume fume hoods with new high-efficiency hoods that effectively operate and maintain required air changes at a reduced air velocity at Loomis and ESB</p> <p>Installed new direct digital controls (DDC) for all new and select existing equipment in all buildings, including the variable air volume boxes at Superconductivity and ESB</p> <p>Lighting Upgrades – Installed occupancy sensors in all five buildings.</p> <p>Steam Trap Repair and Piping Insulation – Repaired or upgraded steam traps and installed thermal blankets on valves, fittings, and tanks, resulting in natural gas savings due to the reduction in heat loss from less steam being produced for MRL, MNTL, Superconductivity, and Loomis.</p> <p>Process Water Improvements – Replaced once through deionized water faucet systems with recirculating water faucets and valves in cleanrooms at MNTL</p> <p>Reclaimed free groundwater to serve MNTL toxic exhaust scrubbers currently served by city water</p> <p>Developed a closed process water loop at MRL to cool lab equipment currently cooled by millions of gallons of once-through city water each year</p> <p>Minimized city water and deionized water waste and reduced required maintenance</p> <p>Duct Cleaning – Cleaned supply and return ductwork at Loomis to improve airflow and air quality and increase HVAC system efficiency.</p>	<p>ESG developed and installed a Combined Heat and Power (CHP) plant. The following items were installed as part of this project:</p> <p>Two 5.7 megawatt Caterpillar</p> <p>Solar Taurus T65 combustion turbines</p> <p>Two 50,000 lb/hr heat recovery steam generators</p> <p>Two selective catalytic reduction emissions control systems</p> <p>Two continuous emissions monitoring systems</p> <p>High-pressure natural gas line and meter</p> <p>One 500 kW back pressure steam turbine generator</p> <p>Paralleling substation and combustion turbine motor control centers</p> <p>Steam turbine generator step-up transformer</p> <p>750 kW diesel black start emergency generator</p> <p>NASA JSC now has ensured power to critical loads such as Mission Control, increased resiliency with on-site utility infrastructure, and has mitigated risk related to potential public utility grid destabilization.</p>	<p>The project scope included the implementation of energy and infrastructure improvements, such as the following, to save energy and reduce costs throughout the 50 buildings on site.</p> <ul style="list-style-type: none"> • Installed interior and exterior lighting upgrades – Installation of lighting sensors – LED lighting upgrades • Provided central plant upgrades • Installation of steam trap replacements • Provided water conservation through improved sludge dewatering updates for waste-water treatment plant 	<p>Installed 15 MW Distributed Energy Resources (DERs) with 8 MW battery storage</p> <p>Provided water resiliency by refurbishing an existing water well and transmission lines connecting the well water to East Fort Bliss</p> <p>Provided a microgrid and Battery Energy Storage System (BESS)</p> <p>Installed a black start-capable microgrid that will power all 142 buildings</p> <p>Installed and connected 7 new natural gas-fired engine generators and new Battery Energy Storage Systems (BESS) for island grid stability</p> <p>Installed microgrid master controllers and Human Machine</p> <p>Interfaces (HMIs)</p> <p>Installed fiber-based communication via the existing base-wide fiber network and automated distribution switches</p> <p>Provided lighting upgrades to over 140 buildings, encompassing over 5.4 million square feet, and over 43,000 fixtures</p>

		Cleanroom Construction – Constructed an ISO Level 5 cleanroom for teaching purposes at MNLT. Replaced AHU to accommodate new airflow requirement, installed a new recirculating AHU solely for the cleanroom, and installed fan-powered HEPAs in the corridor			
Project Cost: Installed Project Costs	\$83,000,000 (include mods)	\$42,000,000	\$47,362,979	\$ 19,957,577	\$58,346,848
Project Cost: Financed Amount	\$39,368,669	N/A - customer paid cash	\$49,959,013	\$19,957,577	\$62,987,234
Guaranteed Annual Savings (\$)	\$20,000,000	\$1,599,699	\$4,772,598	\$2,299,252	\$4,649,535
Financing/Funding Source	Bostonia	N/A - customer paid cash	Hannon Armstrong	Banc of America	Banc of America
Project Schedule -Construction Start and End Dates -Guarantee Period Start and End Dates	10/3/17 to 9/16/19	Award Date: 12/15/15 Project Acceptance Date: 11/12/19	Task Order Award: 8/3/15 Project Acceptance Date: 9/21/18	5/19/15 - 2/27/17	Task Order Award Date: 6/10/22 Project Acceptance Date: (In construction)
Measurement and Verification Methods	Options A and B as described in the U.S. Department of Energy (DOE) FEMP publication, M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 4.0.	Agreed Upon	Option B as described in the U.S. Department of Energy (DOE) FEMP publication, M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 3.0	IPVMP Options A & C	Options A and B as described in the DOE FEMP publication, M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 4.0
Term of financing agreement	7 different projects ranging from 3 to 17 years	20 years	22 years	15 years	23 years

Table 4: Proposer Qualifications: Ability to Sell and Deliver Solutions

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	ESG maintains a workforce of over 380 professionals residing and operating in 48 states. Our operations span across 25 offices, encompassing corporate and regional headquarters as well as local branches. Among our dedicated team, approximately 50 individuals are specifically devoted to sales across all business segments. We have numerous and long-standing relationships with engineering firms and many local institutions in each state to supplement our work force as needed. We always provide a single point of contact to our customers and lean on internal and external resources as needed to provide the best and timely solutions to our end users.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	ESG does not manufacture a product, so we do not have authorized sellers, nor do we utilize an alternate supply chain methodology.
28	Service force.	We have full-time professionals dedicated to engineering, project and construction management, as well as operations and maintenance and measurement and verification (approximate counts follow): Engineers (performance contract/energy/M&V/project management): 62 Management (operations directors and managers/plant/M&V): 20 Plant Operation (staff/maintenance/technical specialists/HVAC technicians): 66 Project Delivery (project and plant managers/specialists/M&V/lighting): 55 Specialists (designers/energy coaches/M&V/lighting): 7 Other: 174

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our ordering process is designed to ensure that the highest quality equipment is procured in alignment with project specifications and customer needs. The process is managed by our dedicated project and construction management team in collaboration with our skilled procurement team.</p> <p>1. Initial Assessment and Design Requirements</p> <p>Project and Construction Management Team: They begin by assessing the project's specific needs, taking into account design requirements, customer input, useful life, serviceability, and best value considerations. They collaborate closely with the client to understand their unique needs and preferences.</p> <p>2. Equipment Selection</p> <p>Procurement Team: Based on the information gathered during the initial assessment, our procurement team researches and selects the most suitable equipment. The selection process involves evaluating different options to ensure the chosen equipment meets all project criteria and offers the best value.</p> <p>3. Coordination with Distributors, Dealers, and Other Parties</p> <p>Distributors and Dealers: We work with a network of trusted distributors and dealers who supply the selected equipment. These partners are chosen based on their reliability, product quality, and ability to deliver on time.</p> <p>Role of Distributors/Dealers: They are responsible for providing the equipment as per the order specifications. They ensure timely delivery to the project site and may also offer additional support such as installation guidance or after-sales service.</p> <p>Role of the Proposer (ESG): Our role is to place orders with the chosen distributors or dealers, ensure that all specifications are clearly communicated, and oversee the entire procurement process to guarantee that the equipment delivered meets our quality standards.</p> <p>4. Order Management and Follow-Up</p> <p>Procurement Team: They handle the logistics of the ordering process, including placing orders, tracking shipment progress, and coordinating delivery schedules to align with project timelines.</p> <p>Project and Construction Management Team: They oversee the integration of the delivered equipment into the project, ensuring it is installed correctly and functioning as intended.</p> <p>5. Quality Assurance and Final Checks</p> <p>Project and Construction Management Team: After delivery, we perform final quality checks to ensure the equipment is in optimal condition and meets all project specifications. Any discrepancies or issues are addressed promptly in coordination with the procurement team and the supplier.</p> <p>Our ordering process is a collaborative effort between our project and construction management team and our procurement team, ensuring that the equipment selected is of the highest quality and best value. By leveraging the expertise of our trusted distributors and dealers, we are able to efficiently procure and deliver the necessary equipment, ensuring the success of our projects and the satisfaction of our customers.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service is designed to ensure exceptional support throughout the lifecycle of our projects. During the project development phase, we collaborate with our customers to define response requirements, including response times and approaches for warranty and post-warranty periods. We commit to prompt and effective responses, with on-site ESG personnel available for larger projects and trusted local providers for others. This flexibility allows us to provide the best service in a cost-effective manner. Post-warranty, we offer continued support with customizable service plans. To ensure high service standards, we incentivize our providers through performance-based rewards and regular evaluations. Our comprehensive approach ensures our clients receive reliable and responsive support at every stage.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>ESG's ability to serve Sourcwell participating entities is rooted in our vendor-neutral approach, ensuring customers receive top-quality, reliable, and cost-effective solutions. By offering best-technology, non-proprietary options, we prioritize project savings and cost efficiency. We maintain independence from manufacturers, providing unbiased recommendations tailored to each facility's needs. Additionally, as a non-manufacturer, we design around greater lifecycle cost without bias towards any brand or product. Unlike competitors with manufacturing ties, we remain independent, delivering turnkey solutions that offer the greatest value for our customers, including leveraging existing investments. Our product and technology-neutral approach makes us competitive in procuring goods and services, achieving project priorities with reduced costs and shorter payback periods.</p> <p>We pride ourselves on being the industry leader in energy services, boasting partnerships with over 65 utility territories across the United States. This extensive network of agreements with utilities is unparalleled in the industry, allowing us to offer a wider array of incentives, rebates, and benefits to our clients. By collaborating closely with these utilities, we are able to optimize the advantages for Sourcwell members, ensuring they receive the maximum possible support and savings on their energy projects.</p> <p>In addition to our expansive utility network, we have recently strengthened our capabilities and reach through the strategic acquisitions of PacificWest Energy and Yearout Energy. These acquisitions significantly enhance our ability to engage with and promote the Sourcwell Energy Savings Performance Contracting (ESPC) contract. With these new additions, we are better equipped than ever to deliver comprehensive energy solutions that meet the diverse needs of our customers, further solidifying our position as the go-to energy services provider in the industry.</p>
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>ESG is not currently licensed to do business in Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>ESG is licensed to do business across 48 states, Washington D.C., and the U.S. Virgin Islands. The two states we currently do not do business in are North Dakota and Oregon.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>ESG can work with any account type of Sourcwell Participating Entity within our geographic area identified above.</p>
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes</p>

Table 5: Proposer Qualifications: Depth and Breadth of Solutions Offered

Line Item	Question	Response *
36	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>ESG is a full-service, vendor-neutral Energy Service Company (ESCO) providing comprehensive energy solutions. We offer a wide range of services aimed at improving energy and water efficiency, reducing costs, and enhancing sustainability. This includes conducting energy audits, designing and implementing energy and water-saving projects, financing options, ongoing maintenance and operations, and monitoring and verification services.</p> <p>We offer a wide range of solutions, including:</p> <p>Boiler Plant Improvements – ECMs such as, but not limited to:</p> <p>Boiler control, including new controls and retrofits to existing controls</p> <p>Replacement of existing boilers with high efficiency boilers</p> <p>Boiler decentralization</p> <p>Chiller Plant Improvements – ECMs such as, but not limited to:</p> <p>Chiller retrofits or replacements</p> <p>Chiller plant pumping, piping, and controls retrofits and replacements</p> <p>Building Automation Systems (BAS) / Energy Management Control Systems (EMCS) – ECMs such as, but not limited to:</p> <p>Installation of a new BAS / EMCS</p> <p>Upgrade or replacement of existing BAS/EMCS systems</p> <p>HVAC upgrade from pneumatics to direct digital control</p> <p>Heating, Ventilating, and Air Conditioning (HVAC) Improvements (not including boilers, chillers, and BAS/EMCS) – ECMs such as, but not limited to:</p> <p>Packaged air conditioning unit replacements and/or repairs</p> <p>HVAC damper and controller repair or replacement</p> <p>Window air conditioning replacement with high efficiency units</p> <p>Cooling tower retrofits or replacements</p> <p>Economizer installation</p> <p>Fans and pump replacement or impeller trimming</p> <p>Thermal energy storage</p> <p>Variable air volume retrofit</p> <p>Lighting Improvements – ECMs such as, but not limited to:</p> <p>Interior and exterior lighting retrofits and replacements</p> <p>Intelligent lighting controls and timers</p> <p>Occupancy/vacancy sensors</p> <p>Light emitting diode (LED) technologies</p> <p>Daylighting</p> <p>Spectrally enhanced lighting</p> <p>Fiber optic lighting technologies</p> <p>Interior surface reflective lighting improvements</p> <p>Building Envelope Modifications – ECMs such as, but not limited to:</p> <p>Insulation installation</p> <p>Weatherization</p> <p>Window replacement</p> <p>Reflective solar window tinting</p> <p>Shading devices and enhancements</p> <p>Chilled Water, Hot Water, and Steam Distribution Systems – ECMs such as, but not limited to:</p> <p>Piping insulation installation</p> <p>Hot water heater repair and replacement</p> <p>Steam trap repair and replacement</p>

Repair or replacement of existing condensate return systems and installation of new condensate return systems

Electric Motors and Drives – ECMs such as, but not limited to:

- Motor replacement with high efficiency motors
- Variable speed motors or drives

Refrigeration – ECMs such as, but not limited to:

- Replacement of ice/refrigeration equipment with high efficiency units

Distributed Generation – ECMs such as, but not limited to:

- Cogeneration systems installation
- Micro-turbines installation
- Fuel cells installation
- Renewable energy distributed generation (see following category)

Renewable Energy Systems – ECMs such as, but not limited to:

- Photovoltaic system installation (may include battery storage systems)
- Solar hot water system installation
- Solar ventilation preheating system installation
- Wind energy system installation
- Passive solar heating installation
- Landfill gas, waste water treatment plant digester gas, and coal bed methane power plant installation
- Biomass system installation, using wood waste and other organic waste streams for heating and/or electrical generation
- Replacement of air conditioning and heating units with ground coupled heat pump systems (aka geothermal heat pumps)

Energy Sales Agreements

Renewable energy distributed generation

Energy/Utility Distribution Systems – ECMs such as, but not limited to:

- Transformers installation
- Power quality upgrades
- Power factor correction
- Gas distribution systems installation

Water and Wastewater Conservation Systems – ECMs/WCMs such as, but not limited to:

- High-efficiency plumbing fixtures: toilets, urinals, faucets, and showerheads
- Water efficient irrigation and landscaping
- On-site sewer treatment systems
- Distribution system leak detection and repair
- Cooling tower and steam boiler system water management
- Water-efficient vehicle wash systems
- Water-efficient commercial kitchen equipment
- Water-efficient laboratory and medical equipment
- Alternative water systems (e.g., rainwater harvesting, reclaimed wastewater, and condensate capture systems)
- Xeriscape/low water consuming vegetation
- Deduct meters (to remove wastewater charges for irrigation and cooling tower (evaporated) water)

Electrical Peak Shaving/Load Shifting – ECMs such as, but not limited to:

- Thermal energy storage
- Gas cooling
- Battery energy storage

EMCS/BAS control strategies (e.g., schedule set-backs, pre-cooling, demand-limiting, etc.)

	<p>Direct load control (from serving utilities), including “smart” appliances and equipment</p> <p>Energy Cost Reduction Through Rate Adjustments – ECMs such as, but not limited to:</p> <ul style="list-style-type: none"> Change to more favorable rate schedule Lower energy cost supplier(s) (where applicable) Energy service billing and meter auditing recommendations <p>Energy (or Water) Related Process Improvements – ECMs/WCMs such as, but not limited to:</p> <ul style="list-style-type: none"> Production and/or manufacturing improvements Recycling and other waste stream reductions Industrial process improvement <p>Commissioning – ECMs such as, but not limited to:</p> <ul style="list-style-type: none"> Retro-commissioning services Ongoing/continuous commissioning services <p>Advanced Metering Systems – ECMs/WCMs such as, but not limited to:</p> <ul style="list-style-type: none"> Smart meters used in conjunction with dynamic utility pricing <p>Appliance/Plug-load reductions – ECMs such as, but not limited to:</p> <ul style="list-style-type: none"> Replace air-cooled ice/refrigeration equipment Replace refrigerators De-lamp vending machines Plug timers Energy Star® products Data center upgrades Computer system consolidations and/or virtualizations <p>Overall, our solutions and services are designed to deliver measurable results in terms of energy savings, cost reduction, and environmental sustainability, tailored to meet our customers’ specific goals and priorities.</p>
37	<p>What is your process for measurement and verification?</p> <p>A successful energy performance contract starts with solid, agreed upon baselines and a well-established plan on how the savings will be verified. Achieving energy cost savings in a project – particularly one challenged with generating enough to repay the debt service – depends upon an accurate baseline and savings calculations and an appropriately selected and accurately applied M&V plan.</p> <p>M&V is essential to validating guaranteed savings for our customers. ESG’s M&V personnel are involved with our projects from conception to commissioning throughout the contract term. The ESG project engineers dedicated to each project also serve as customer point of contact for M&V information and use the corporate resources of our M&V team to provide documentation that the installed systems are performing at guaranteed levels. ESG is well-versed in a wide range of measurement and verification (M&V) protocols, including the International Performance Measurement and Verification Protocol (IPMVP), North American Performance Measurement and Verification Protocol (NAMVP), and the Federal Energy Management Program (FEMP). We utilize the protocols that best suit our customers’ needs and comply with local or state laws. ESG leverages its extensive experience with these M&V protocols to evaluate and select the most appropriate option based on each customer’s goals and the specific measures installed.</p> <p>ESG guarantees all energy savings using the most appropriate methodology for accuracy and cost-effectiveness. The factors that determine the appropriate M&V option include the complexity of the ECM, minimizing the risk of savings being achieved, and the potential for changes in critical factors between the baseline and performance periods. We believe this is the most substantial evidence of our company’s ability to accurately calculate savings and follow up with our customers to help them achieve the savings they expect.</p>

<p>38</p>	<p>Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.</p>	<p>Baseline Development: Our investigation and documentation of baseline conditions of facility energy consumption during the preliminary design phase of a project involves the following:</p> <p>Performing a utility analysis to determine the cost of energy and to understand the impact of contracts, penalties, demand, real-time pricing, seasonal price changes, and historical cost escalation.</p> <p>Using the results of the utility analysis and historical implementation costs to efficiently assess the viability, based on payback, of various ECMs.</p> <p>Surveying affected buildings to document existing conditions and operating requirements.</p> <p>Conduct interviews regarding operating hours, upcoming renovations, problem equipment, occupant complaints about humidity or temperature, where the building fits with the organization, etc. Well-documented information from the interview is used in savings calculations to determine whether a proposed Energy Conservation Measure (ECM) will benefit the facility and its occupants.</p> <p>Using sub-metered utility data to compare the energy use of a building or system with buildings with a similar size and function. This assessment will often reveal which buildings are "energy hogs," and which meters provide suspect information. Good meter data is used in developing the pre-installation baseline, where appropriate. Additional metering may be recommended and included in the final Energy Conservation Report.</p> <p>Installing data gathering devices on key energy-consuming equipment that measure current, on/off cycles, occupancy, and other parameters. This data can be extrapolated for use in developing the baseline year energy consumption.</p> <p>Maintaining meticulous records of baseline documents, data, and discussions to form a "Baseline Development Document." The overall approach to establishing the baseline and data are reviewed with the County and approved prior to finalizing energy savings calculations.</p> <p>Energy Savings Calculations: Once the baseline is determined and utility costs have been thoroughly analyzed, we use a variety of techniques to accurately quantify energy savings of various ECMs.</p> <p>Determination of energy savings using customized spreadsheets. Some were developed over many years and used on dozens of projects, while others are unique to a specific technology at a specific location. ESG's engineering professionals have a broad range of experiences to expertly apply new and unique technologies.</p> <p>Building modeling software (Trane Trace ®, Carrier HAP, E-Quest, and FEDS 5.0) to accurately estimate pre- and post-installation building heating and cooling energy requirements. Results from the model are adjusted to fit existing building level utility meter data, if available.</p> <p>Presentation of ECM savings calculations on a standardized, easy-to-understand summary sheet that includes baseline energy consumption, post-installation consumption, and resulting savings along with pertinent information including utility rates, and O&M savings.</p> <p>Engineering peer reviews are completed for energy savings calculations in the proposal.</p> <p>Application a safety factor from 5-15% to the calculated energy savings to prevent savings shortfalls due to factors beyond our control.</p> <p>Management of performance period data acquisition and monitoring activities through a dedicated group of M&V technicians and energy engineers, whose sole mission is to competently assess and report on post-construction project savings.</p> <p>Typical engineering procedures, methods and formulas are utilized to determine the potential for guaranteed savings.</p>
<p>39</p>	<p>How is a performance guarantee provided (self-guarantee or third party)?</p>	<p>ESG offers a self-guarantee of the energy savings for each guarantee-year under our guaranteed energy savings contracts. In the event an energy savings guarantee shortfall occurs, ESG makes the energy savings guarantee shortfall payment directly to our customer.</p> <p>ESG has an exceptional record of quality accomplishments in meeting and exceeding guaranteed savings. Currently ESG has over \$2.2 billion in active guaranteed commitments to our customers. We are experts in temporary and permanent data acquisition, sub-metering, and building automation and control systems. Many of our employees are Certified Measurement and Verification Professionals (CMVP), are members and active participants on the Federal Energy Management Program Measurement and Verification committee, and our engineers are highly skilled and knowledgeable about M&V performance period savings verification and reporting.</p> <p>Our total reimbursements to date reflect guarantee shortfall payments of approximately 0.12% of the aggregate contract values of projects delivered.</p>
<p>40</p>	<p>How is insurance provided (self-guarantee or third party)?</p>	<p>This is also a self-guarantee.</p>

41	With guaranteed savings contracts, how do you handle a situation where a performance guarantee is not being met?	<p>An integral part of ESG's approach to resolving energy savings shortfalls or baseline adjustments is to minimize the potential for disputes. This reduction of disputes is accomplished by developing accurate facility energy baselines and baseline adjustment factors during the process to finalize the Energy Conservation Report and reflecting them in the M&V plan. Our customers are fully engaged in this process by providing detailed facility operations and equipment scheduling that affects energy consumption.</p> <p>By involving our customers, ESG has a thorough understanding of facility energy consumption, and the customer will have an understanding of how the baseline and baseline adjustments are developed. This way, baseline and baseline adjustments are mutually developed and agreed upon. Having both parties involved reduces the potential for disputes during the performance phase.</p> <p>Acceptance of the final Energy Conservation Report should minimize, and in most cases eliminate, disputes resulting from Baseline, Baseline adjustment, energy savings calculations, and use of periodic measurements. If disputes do occur, ESG and our customer jointly review the disputed issues and attempt to reach a mutually agreeable resolution.</p> <p>As an example, ESG experienced a shortfall at Kingsport City Schools in Tennessee. The scope of work included extensive HVAC replacement, control upgrades, lighting upgrades, and water conservation work. The primary method of measurement and verification was Option C, or whole bill analysis whereas utility bills for the base year were compared the performance year while being adjusted for varying weather conditions. During the first year of the guarantee period, it was identified the savings were trending toward a 16% shortfall in electrical savings. An immediate corrective action plan was put into place. After corrective action, Kingsport City Schools now enjoys a 20% plus savings surplus over the guarantee.</p>
42	How do you maintain transparency with clients regarding M&V results?	<p>We are proud of the fact that 99.88% of our solutions meet their performance guarantee. Our M&V engineers are part of our projects from beginning to end to provide an extra layer of transparency. We annually review our customers' data and deliver reports confirming our projects continues delivering guaranteed savings year after year. We always provide complete transparency to our assumptions and calculations and encourage our customers to validate key assumptions in predicting energy savings.</p>
43	State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.)	<p>ESG self-performs many project implementation functions such as engineering, procurement, and construction management that are subcontracted by other ESCOs. Further, ESG develops bid packages to the 30% level to minimize unknown contingency from subcontractors that can inflate costs. Therefore, our vendor neutrality along with these other best practices enable ESG to reduce overall project cost by 10% or more.</p> <p>The value ESG delivers is through the self-performance of professional services (e.g., engineering, project management, procurement, construction management, and safety oversight) to ensure our customers are not burdened with markups for unnecessary delegated risk. Serving as prime contractor, ESG performs the following activities:</p> <ul style="list-style-type: none"> General program management Project compliance, commissioning, and validation Engineering design, including design compliance Equipment procurement System integrator Construction management Safety oversight Quality assurance/quality control Commissioning Ongoing operational assurances Warranty oversight Verification of savings including any guarantees required <p>A document has been uploaded that details the range of services we offer in-house, encompassing both professional and construction services, as well as the services typically provided through subcontractors.</p>

<p>44</p>	<p>Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.</p>	<p>ESG adheres to a stringent prequalification process for all subcontractors to ensure they meet licensing, quality, and safety standards. Management of subcontractors is a core competency of ESG's project managers. Upon contract award, we take ownership of the project and fulfill our responsibilities with a clear understanding of your expected outcomes. Sound scheduling practices, reliable cost control measures, and close supervision of subcontractors are the fundamental elements that allow us to perform our construction activities in a manner that obtains sustainable results.</p> <p>As a rule, ESG prefers to utilize local subcontractors selected through a competitive process and cooperative methods. Whenever possible, our competitive selection process utilizes several steps as indicated below:</p> <p>We attempt to take into account the labor and equipment preferences of our customers.</p> <p>We utilize multiple sources to select local business contractors who can support our projects while meeting the standards we insist upon.</p> <p>Normally ESG creates specifications for subcontracted work that is then sent to prospective bidders, who are given an opportunity to respond for the work to be completed.</p> <p>ESG does not believe in unilaterally accepting the lowest bid for any subcontracted work. We expect and seek out the "Best Value" bids for selection of subcontractors for our customer's projects.</p> <p>ESG also seeks out information to help us find subcontractors to install specialized technologies, including the internet, professional organizations, web pages dealing with specific technologies (such as the DOE), and Corps of Engineers.</p> <p>We are committed to selecting the best products at the best value for our customers. For example, we often purchase equipment manufactured by our competitors to install for our projects.</p> <p>Further, our commitment is to meet our customers' goals for levels of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises. We are confident we will meet or exceed diversity business participation goals in professional services and construction for the following reasons:</p> <p>ESG believes in diversity and this belief allows us to wholeheartedly support a customer's desire to demonstrate its commitment to diversity, equity, and inclusion in the procurement of goods and services on each project.</p> <p>ESG has the experience, resources and commitment to meet and exceed a customer's diversity goals.</p> <p>ESG has developed a thorough collaborative process with our partners and numerous organizations to assist us in meeting these expectations.</p> <p>ESG has a track record of meeting and exceeding our customers' goals for utilization of diverse subcontractors and suppliers in professional services and construction and will work to do the same on these potential projects.</p> <p>Our subcontractor qualification process identifies gaps in our partners' businesses and provide support as needed so they are able to be an integral part of our subcontracting team. ESG utilizes the following resources to help identify potential diversity subcontractors:</p> <ul style="list-style-type: none"> National Minority Supplier Development Council (NMSDC) Local Minority Business Development Centers Small Business Administration (SBA) District Offices Office of Small and Disadvantaged Business Utilization System for Award Management (SAM) Small Business to Business Opportunity website Women Business Enterprise National Council (WBENC) US Department of Veterans Affairs Database Local Procurement Technical Assistance Centers <p>Subcontractors are typically utilized for their specialty skills, specialty equipment, and/or other unique offering that will provide superior project results. ESG has significant experience specific to the scope of work proposed to our customers and a good understanding of what skills will be required.</p>
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45	Since several efficiency measures are affected by weather, describe how you perform weather corrections.	<p>We perform weather corrections to ensure accurate measurement of energy savings.</p> <p>Data Collection: We gather historical and on-site weather data, including temperature, humidity, wind speed, and solar radiation.</p> <p>Baseline Adjustment: Using a full year's data, we create a weather-normalized energy consumption model. This model adjusts baseline energy usage to reflect typical weather conditions, often referred to as Typical Meteorological Year (TMY) data.</p> <p>Weather Normalization: We compare actual energy consumption to the weather-normalized baseline, isolating the impact of energy efficiency measures from weather-related variations.</p> <p>Ongoing Monitoring: Continuous monitoring of weather and energy usage allows for real-time adjustments and accurate savings calculations.</p> <p>Reporting and Verification: We generate detailed reports demonstrating weather-corrected energy savings and ensure accuracy through third-party verification when needed.</p>
46	Do you measure equipment loads? If so, do you measure or stipulate, and what is the impact if they change?	<p>Yes, we measure equipment loads as part of our energy savings assessments. Depending on the M&V method used, we either measure or stipulate these loads:</p> <p>Measurement: For methods such as Options A and B, we directly measure equipment loads to ensure accurate baseline and performance data.</p> <p>Stipulation: In some cases, where direct measurement is impractical, we may stipulate equipment loads based on historical data and standard usage patterns.</p> <p>The impact of changes in equipment loads depends on the M&V method:</p> <p>Measured Loads: If loads change, we adjust the baseline to reflect these changes, ensuring accurate comparison and savings calculations.</p> <p>Stipulated Loads: Significant deviations from stipulated loads are identified and addressed to maintain the accuracy of savings estimates.</p> <p>By carefully measuring and adjusting for equipment loads, we ensure reliable and precise energy savings calculations.</p>
47	Who is responsible for initial and long-term equipment performance? How is this verified and what will be done if the equipment performance does not meet expectations?	<p>ESG takes shared responsibility for initial and long-term equipment performance in collaboration with our customers.</p> <p>Responsibility: While ESG does not require maintenance contracts as part of our savings guarantee, we emphasize the importance of proper maintenance and adjustment of energy-consuming equipment and related control devices and systems.</p> <p>Verification: Our savings guarantee is contingent on ongoing monitoring and verification (M&V) services provided by ESG. We continuously track and report equipment performance to ensure it meets the expected savings levels.</p> <p>Addressing Underperformance: If equipment performance does not meet expectations, we will work with the customer to identify and rectify the issues. This collaborative approach ensures both parties are motivated to achieve continuous improvement and progress.</p> <p>Additionally, while maintenance contracts are not mandatory, ESG offers them to interested customers to ensure optimal performance and longevity of the equipment. A proper operations and maintenance (O&M) plan are very important to support long-term energy savings results. ESG is exceeding our guaranteed savings results at each of our projects due in part to the excellent job that our customers' in-house facilities personnel are doing maintaining and operating key energy consuming systems.</p> <p>ESG is capable of providing consultative advice, as a minimum, or assuming total responsibility for operations and maintenance, or anything in between. ESG works closely with our customers to evaluate and determine the appropriate maintenance plan for all critical equipment.</p>
48	Describe how you verify project savings (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	<p>We verify project savings through a comprehensive process that includes establishing a baseline with historical data and weather normalization, measuring post-installation equipment performance, and tracking operational factors. We employ advanced monitoring systems for continuous data collection and analysis, providing regular reports to compare actual performance against the baseline. If discrepancies arise, we conduct root cause analyses and implement corrective actions. While detailed baseline analysis and advanced monitoring increase initial M&V costs, they ensure accurate and reliable savings verification, delivering sustained value and performance reliability for our customers.</p>

49	<p>Clarify how project delays are handled. For example, failure to implement a viable project in a timely manner costs the institution in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization).</p>	<p>We understand that timely project completion is critical to realizing energy savings and avoiding additional costs. Our project management team takes the following steps to manage and mitigate project delays:</p> <p>Proactive Planning: We create detailed project timelines with identified milestones and conduct risk assessments to foresee and address potential delays.</p> <p>Regular Communication: We maintain consistent communication with all stakeholders through weekly or bi-weekly progress meetings, promptly addressing any issues.</p> <p>Contingency Measures: We build buffer time into our schedules and prepare alternative resources to handle unexpected delays swiftly.</p> <p>Immediate Action on Delays: In the event of a delay, we immediately inform the customer and collaborate on an action plan to minimize the impact, such as adjusting schedules or reallocating resources.</p> <p>Financial Mitigation: Our contracts transparently outline provisions for addressing delays and associated costs. If delays are due to factors within our control, we take full responsibility and work to mitigate any financial impact on you.</p> <p>Our goal is to ensure that projects are completed on time and that the anticipated savings are realized as planned, minimizing any additional costs such as construction interest or re-mobilization.</p>
50	<p>Clarify how you handle a premature facility closure, loss of funding, or other major change.</p>	<p>In response to a premature closure or funding loss, our team immediately reevaluates the project's scope, timeline, and financial aspects. We work closely with the customer to adjust our strategy, accordingly, ensuring that we can still meet the energy efficiency goals effectively.</p> <p>We are committed to optimizing remaining resources and finding creative solutions to minimize any disruption. This might involve renegotiating contracts, exploring alternative funding options, or reallocating resources to ensure the project stays on track.</p>
51	<p>What is your approach to long-term preventative maintenance?</p>	<p>As a standard practice, we encourage our customers to adhere to the manufacturer's recommended preventive maintenance guidelines or consider ESG for comprehensive O&M services. At ESG, we prioritize scheduled preventive maintenance for both existing and new equipment as integral to ensuring optimal performance. This approach uniquely positions us to deliver work of the highest quality and punctuality.</p> <p>Furthermore, our customers have the flexibility to extend maintenance coverage to equipment not supplied by ESG. We offer competitive bundled pricing for these services, ensuring cost-effectiveness.</p> <p>Depending on the scale of preventive maintenance required, ESG proposes either in-house staff for full-time needs or subcontractors for part-time commitments. We collaborate closely with customers to determine the most economical approach, ensuring the chosen subcontractors align with their preferences.</p> <p>Recognizing that our customers often maintain relationships with multiple vendors, ESG aims to enhance these partnerships. We extend our support by augmenting performance contracts with additional hours, focusing on energy-saving strategies such as enhanced control systems.</p> <p>ESG is committed to providing the expertise needed to best serve our customers.</p>
52	<p>Describe your capability to implement the following energy conservation measures (ECMs):</p> <ol style="list-style-type: none"> Lighting Water and sewage Simple heating, ventilating, and air-conditioning (HVAC) controls HVAC packaged system replacement, boilers, and chillers Building envelope systems Other (please explain) 	<p>ESG excels at implementing a comprehensive range of energy conservation measures (ECMs). Our expertise extends across these measures, with most of our projects encompassing one, if not all, of those listed. The reference and project overviews provided in Tables 2 and 3 demonstrate our team's proficiency in implementing these measures.</p> <p>Lighting: ESG has implemented a wide range of customized lighting solutions on most projects, with in-depth experience in interior, exterior, street lighting and specialty applications. Our engineers stay abreast with the latest technologies and strive to meet applicable ASHRAE, IESNA, and local codes. Further, ESG has an in-house lighting team that focuses solely on lighting retrofits, providing full-service procurement, material handling, project management, full-time on-site supervision by electricians, and pre-qualified lighting retrofit labor subcontractors who specialize in these types of projects.</p> <p>Water and Sewage: ESG has upgraded domestic water fixtures to include toilets, urinals, showers and faucets, irrigation systems, washing machines, and reduced sewer charges by metering water not discharged to the sewer system. We also offer a full suite of innovative wastewater treatment solutions that create revenue.</p> <p>Heating, Cooling, and Controls: ESG has replaced virtually every heating and cooling systems available. Our engineers evaluate the most suitable system for a customer's building in terms of economics and long operation. We ensure that proper air balance and ventilation rates are maintained and have extensive experience designing and implementing IAQ strategies. Additionally, ESG does not have an exclusive relationship with any one control manufacturer, nor do we manufacture any product and/or system. This enables us to be product and vendor neutral and choose a system that is the most appropriate solution for the agency. ESG will take into consideration the agency's installed systems as a standardized platform improves functionality and long-term service operation.</p> <p>Building Envelope: ESG specializes in sealing gaps, upgrading windows with energy-efficient films, and enhancing insulation to minimize air leakage and reduce energy loss. Our solutions not only ensure weather resistance but also guarantee significant utility bill savings and improved environmental control.</p>

		<p>Other: Following are just a few examples of energy measures we frequently implement for a wide variety of customers.</p> <p>Distributed Generation: ESG has designed, constructed and operated full-service energy centers which provides electricity, steam, and chilled water. Facility types served include Medical Centers, Schools, and Military Facilities.</p> <p>Central Plants: ESG has the ability to design and install various Central Plant options. Some we have done in the past include, Chiller Plants, Cogeneration, Coal Fired/Stoker Fired, Gas/Oil Fired, Steam to Hot Water Conversions and others.</p> <p>Solar: Solar rooftop installations, solar canopies, ground-mounted PV arrays, and large solar farms designed, built, maintained, and owned by our team can be found on military installations, school campuses, and other locations across the U.S.</p> <p>Kitchens/Laundry: ESG has done full kitchen remodels and has used various approaches with Laundries to save water, energy and chemicals used by equipment, and determined if the proper utility type was being utilized.</p> <p>Laboratories: ESG has implemented various strategies to conserve energy and improve operation in Laboratories. Fume hood operation and control has been a source of great savings on our jobs.</p> <p>Swimming Pools and Recreational Facilities: ESG has done many projects designing ways to improve pool heating, address evaporation, and save money on chemicals used. We also have experience with Ice Rinks.</p> <p>Fuel Switching: ESG has employees well versed in taking advantage of fuel switching opportunities. We have generated savings for customers by assisting in establishing programs and training personnel.</p> <p>Energy Management: ESG can assist with all Energy Management needs. We always provide ideas and programs to help customers and have even provided "Energy Managers" after project construction was complete to continue the process.</p> <p>Transportation – Fleet Fuel Management: ESG can provide a wide range of vehicles that can reduce fossil fuel consumption. Electric vehicles (EVs) provide one alternative.</p> <p>CNG Fueling Stations: ESG can provide assistance with the design, development, construction, and implementation of a CNG fueling station and conversion of fleet vehicles.</p>
53	<p>Describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.</p>	<p>ESG is an ESCO known for its focus on engineering and 30 years of experience working on performance contracting projects like those sought by Sourewell members. Our industry expertise spans the commercial, corrections, federal government, healthcare, K-12 and higher education, municipal and state governments, transportation, and utility markets. Customers across these various sectors choose performance contracting as a means to complete desired infrastructure and energy conservation measures, enabling them to install energy-efficient equipment, repair, replace, or modernize infrastructure, use available grants to help offset those costs, measure, monitor, and verify project savings, bundle these project costs, and pay for them through guaranteed energy and operational savings.</p> <p>Our team understands the importance of selecting a trusted technical advisor and long-term partner for a relationship and project of this scale, especially one that may be installed over multiple phases or years. ESG ensures projects are completed on schedule with minimal to no disruption to customer operations. ESG has demonstrated its abilities and proven itself as a trusted partner in numerous projects across the country.</p> <p>So, how does an organization choose a trusted partner? Trust, in the 21st century, should be considered a crucial distinguishing factor. Which partner will best deliver what they say they can deliver in words, design, engineering, and project management? Which partner has assembled the best team to deliver on time and on budget? These are two important questions to carefully consider when selecting a qualified ESCO partner. ESG has delivered over \$5 billion in projects, validating ESG as the ESCO of choice for many organizations.</p> <p>DISTINGUISHING ESG FROM THE COMPETITION</p> <p>ESG has been in the energy performance contracting industry since it was founded in 1994. The company's growth has been steady, with a specific focus on our core business of energy performance contracting. This focus is a true differentiator compared to companies that dilute their emphasis on performance contracting within their larger corporations.</p> <p>ESG also prides itself on being vendor and product independent. Since we do not own product lines or services, we make decisions that are 100% focused on the best interests of our customers, from both short-term and long-term perspectives. Frequently, our competitors install their products in customer facilities to enable themselves to secure long-term service contracts. These service contracts can be expensive and are often inappropriate solutions if objectively considered.</p>

From day one, ESG has been committed to delivering innovative, self-funding solutions that increase our customers' comfort and productivity while reducing their operating costs. As environmental stewards, we are very proud to take action toward building a sustainable society.

ESG's expertise and understanding of long-term goals are crucial to the project's success. Our business model relies on the practice of Professional Engineering as a core competency of our company. We believe this work must be performed by in-house employees with the appropriately mandated credentials. ESG has made this important investment in our business to ensure our customers are served in a consistent, timely manner by experienced professionals who take personal ownership of customer satisfaction.

DELIVERING QUALITY RESULTS: ON-TIME, ON-BUDGET, AND WITHOUT CHANGE ORDERS

ESG is a partner that can be counted on – we do what we say we are going to do. Organizations need a reliable and trustworthy business partner when executing complex, multi-year projects. ESG has a track record of delivering projects on time and on budget. Once a contractual price is set, ESG commits to no change orders, except where a customer initiates an addition to scope. ESG confidently makes these commitments because we know the project has been properly designed, scoped, and engineered with the corresponding schedule to meet customer objectives. This is why ESG routinely gets invited back to perform additional projects and phases.

STRENGTHS OF THE ESG TEAM

Our customers will have a relationship with ESG's robust, experienced team. We take pride in the quality people we hire, and we support our people with world-class processes, resources, and tools to innovate and perform for our customers. Based at our Corporate Headquarters, we have Marketing, Project Finance, Safety, Procurement, and many other disciplines that will support our customers' mission and project goals. Our regional and local teams include licensed Professional Engineers, Project Managers, Account Managers, Construction Superintendents, and a Senior Business Development Manager dedicated to each engagement. Our teams have broad experience delivering projects with varied scopes such as major HVAC retrofit or replacement and central plant optimization, complete building envelope solutions, asbestos abatement, LED lighting, Building Automation Systems, fire and security systems, electrical systems and back-up generators, site work, flooring and ceilings, athletic fields, domestic water, plumbing, and much more. ESG provides a single source of accountability to each customer from project concept to design, and through implementation.

CUSTOMER FINANCING VEHICLES

Our experience and knowledge allow us to address financing better than our competition. We will:

Develop financing options that are appropriately tailored to the requirements of our customer and available offerings in the marketplace

Provide access to ESG's in-house financing group

Connect customers to the best finance sources - ESG maintains relationships with financial institutions such as Bank of America, BB&T, Capital One, PNC, Regions Bank and SunTrust

Financing is a critical aspect of the performance contracts provided by ESG. In general, our approach to project financing is to provide as much assistance to our customers as possible. We assist our customers by helping to coordinate the financing, sometimes working with your financial advisor. ESG has experience in coordinating tax-exempt lease purchase (TELP) financings and other alternative financing structures for our customers to consider.

ESG houses a team of financial specialists to assist with whatever project financing support is appropriate. ESG is glad to offer these project financing services, and ESG does not profit from our work related to financing.

*While ESG assists customers in arranging financing for projects, it is an energy service company, not a financial or municipal advisor, in the context of the Dodd-Frank Wall Street Reform and Consumer Protection Act. None of the information provided herein is intended as or should be considered a recommendation of any particular financing structure or financial advice.

Most of ESG's projects are funded through "private placements" of tax-exempt financing. We have worked with several national and regional banks that specialize in TELP financings, and they understand the unique aspects of performance contract financing. Bank of America, Capital One, Huntington Bank, TD Bank, Truist Bank (formerly BB&T), U.S. Bank, and Webster Bank are some of the institutions we currently work with that offer TELP financing options to our customers.

Most of our customers typically finance their project over a 15-year term, with their first payment commencing after ESG has fully implemented the project.

This 15-year repayment term allows our customers to maximize the installation of critical infrastructure improvements today and pay for these upgrades over the useful life of the equipment. The financing serves as both construction and "permanent" financing.

In other cases where our customer chooses to finance a performance contract through a bond issue, we fill more of a supporting role, helping to develop a cash flow or pro forma that will assist our customer and their financial advisor, bond underwriter, and bond counsel during the financing process and closing of a transaction. ESG stands ready to be as involved in the financing process as our customers and possibly their financial advisors want us to be.

GRANTS/INCENTIVES

ESG is also well versed in identifying any potential grants that might be available for the projects that we develop. ESG will own this process on behalf of our customers and will actively seek out and secure any and all available grant dollars that can be used to help fund their projects.

ESG also takes advantage of the 179D tax deduction on all projects that qualify. Should a project qualify for the 179D tax deduction, we would prepare and submit for that tax deduction when the project is completed. The benefit for the potential tax deduction can take more than a year to receive and is dependent on the application of those tax benefits. The Inflation Reduction Act of 2022 proposed several

		<p>changes to the 179D tax deduction. However, the Internal Revenue Service and the Treasury Department have not issued their final rules related to the 179D tax deductions so further guidance to the 179D tax deductions should be forthcoming in the near future. We are open to further discussion with our customers on how this tax deduction could benefit them.</p> <p>THE VALUE ESG BRINGS TO EVERY ENGAGEMENT</p> <p>As a trusted strategic partner, ESG will bring significant value to each phase of work for our customers. Our individual ESG team members are hard-wired to support each other and satisfy our customers with our process and quality results. ESG brings:</p> <p>EXPERIENCE: ESG has a long, proven track record of successful performance across the United States. We have completed over 800 infrastructure renewal and construction projects to date.</p> <p>QUALITY DESIGN, ENGINEERING, AND PROJECT MANAGEMENT: Our Engineering, Design, and Project Management team members have been working together for decades. They are senior professionals who are licensed and bring expansive knowledge of designing and implementing complex and successful projects.</p> <p>BEST PRICING: ESG is vendor-neutral, meaning our customers get the best pricing. ESG does not manufacture products, so we only recommend what is right for each customer. Furthermore, ESG executes a very competitive bidding process to secure the best pricing while leveraging ESG's national buying power.</p> <p>NECESSARY RIGOR AND RESULTS: ESG has been implementing projects for the Federal Government, including NASA and The Pentagon, for 30 years, meeting the stringent requirements of the U.S. government. ESG brings these same processes and procedures, including lean principles, value engineering, and quality project management, to every engagement to produce impactful, quality results.</p> <p>COMMITMENT: ESG is committed to your success. We will listen, collaborate, and closely team with you to ensure we create quality environments with proper engineering and fiscal responsibility. We aim to leave a legacy we all can be proud of for future generations.</p>
54	Who receives funds if there are excess savings?	<p>Our rigorous savings validation process includes monthly reviews with our customers during the first year and quarterly updates in subsequent years. At the end of each yearly guarantee period, we reconcile savings with the customer, ensuring they benefit from excess savings and addressing shortfalls through corrective actions or financial reimbursement. ESG's extensive experience and track record, including over \$2 billion in active savings guarantees and a history of addressing shortfalls with minimal reimbursements, demonstrate our commitment to performance. This comprehensive, customer-focused approach ensures guaranteed savings are accurately measured, transparently reported, and reliably delivered. It gives our customers the confidence and assurance to achieve their energy conservation goals.</p>
55	Sourcewell may seek to facilitate performance agreements aggregating one or more agencies within its service area. Describe your willingness to, or direct experience with, aggregating multiple facilities across in multiple locations within one performance agreement (i.e. are you willing to provide services to multiple smaller agencies (school districts, etc.) across multiple facilities through an aggregated performance agreement?).	<p>We are not only willing but also highly experienced in aggregating multiple facilities across various locations within a single performance agreement. Our company has successfully executed numerous projects where we have provided services to multiple smaller agencies, including school districts and other public institutions, through aggregated performance agreements.</p> <p>In the past, we have coordinated projects involving multiple facilities, ensuring each site receives tailored services while benefiting from the efficiencies and cost savings of an aggregated approach. Our methodology involves breaking down the costs and projected savings for each project component, providing detailed analysis to facilitate budget allocation for the different customers involved.</p> <p>For example, in a recent project, we aggregated services for a large school district, optimizing energy usage and implementing sustainable practices across multiple facilities. We provided a comprehensive cost breakdown and savings projection for each district, enabling clear and precise budget planning. This approach not only streamlined the process but also maximized the financial and operational benefits for all parties involved.</p> <p>Our team is adept at managing the complexities that come with such agreements, ensuring that each facility's unique needs are met while leveraging the collective purchasing power and resource efficiency that aggregation provides. We are committed to transparency, accountability, and delivering high-quality outcomes, making us a reliable partner for Sourcewell's performance agreements.</p>

Table 6: Proposer Qualifications: Depth and Breadth of Solutions Offered

Indicate below if the listed types solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Solution	Offered *	Comments
56	Technical Energy Audit and Project Proposal Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	
57		Development of a contract for the Technical Energy Audit with the selected Contractor.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, ESG works with our customers to develop an agreed upon contract for conducting technical energy audits / investment-grade audits. *
58		Conducting an investment-grade audit to identify and evaluate cost-saving measures.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, ESG's standard comprehensive solutions include facility-wide audits. *
59		Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, as part of our standard process, we thoroughly assess and define the proposed project scope, estimate costs and project potential savings, and analyze cash flow over the proposed financing term. This involves conducting energy audits, identifying energy-saving opportunities, and developing a detailed financial model to ensure the project is both feasible and beneficial for our customers. *
60		Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, after completing the audit, we present detailed information on the measures that can be financed through guaranteed savings. This includes an overview of potential energy-saving opportunities, expected cost savings, and the financial benefits of implementing these measures, ensuring our customers understand the full value and feasibility of the proposed project. *
61	Implementation/Commissioning and Financing Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	
62		Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, negotiating an ESPC allows us to establish the project scope and costs, ensuring we create a comprehensive plan that meets our customers' energy-saving goals. *
63		Provision for implementation and follow-up services to be provided during the financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we offer comprehensive implementation and follow-up services throughout the financing term. We manage the installation of energy-saving measures and provide ongoing monitoring, maintenance, and performance verification to ensure the project achieves the projected savings. Our dedicated team remains available for support, adjustments, and reporting to guarantee continuous optimization and success. *
64		Development of a separate financing agreement.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, if ESG assists with financing, a separate financing agreement can be developed. *
65	Post-implementation Guarantee/Monitoring Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	
66		Provision of a variety of services by the Contractor after implementation to ensure savings are met.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, ESG ensures savings are met by providing a variety of post-implementation services. These include regular performance monitoring, maintenance, system adjustments, and detailed reporting. Our team remains committed to optimizing the energy-saving measures and addressing any issues promptly to guarantee the project's success over the long term. *
67		Offering a savings guarantee.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, ESG projects come with a savings/performance guarantee. *
68		Providing staff training.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, ESG offers a variety of training approaches customized to our customers' specific needs and desired outcomes. In addition to these approaches, we provide detailed operations and maintenance manuals for all installed solutions. We typically conduct a needs analysis to determine the training areas that will be most beneficial for each customer and will define a training strategy based on those needs and input from all parties. The most effective training is a combination of approaches that provide ongoing reinforcement of subject matter. Therefore, we provide a combination of training techniques corresponding to the results of our training needs analysis. *
69		Conducting follow-up monitoring.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we manage the installation of energy-saving measures and provide ongoing monitoring. *
70		Maintenance of the contract through various support services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, ESG offers a range of post-implementation services. These services encompass ongoing performance monitoring, maintenance, system adjustments, and comprehensive reporting. Our team is dedicated to continually optimizing energy-saving measures and swiftly addressing any issues to ensure the project's long-term success. *

Table 7: Pricing

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
71	Describe and upload a detailed sample of your pricing model using a	ESG pricing is based upon Open Book pricing. The project shall be transparent

performance contracting project.

and collaborative from start to finish, with full disclosure of all costs, including costs of subcontractors and other vendors. ESG will maintain cost accounting records of authorized work performed under actual costs for labor and material, and particulars of the cost of performing the obligations of the Project, and when requested, ESG will provide a summary of any of the costs, including details of any funds used by ESG specifically to cover such costs. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. ESG will keep and have available account books by the best accountancy practices concerning the contract. Our account books will be available for inspection upon reasonable notice. Attached are sample pricing models for the Feasibility Study / Investment Grade Audit (FS / IGA) / Conceptual Design Phase, Final Design / Implementation Phase, and the Performance Period (Measurement & Verification and Operations & Maintenance) Phase. A summary overview of these models is as follows:

Labor:

Labor rates are based on competed / approved rates by the General Services Administration as noted in ESG's Multiple Award Schedule. The current rates as of April 1, 2024 are included in the attached sample price models and subject to an annual escalation of 3%.

Non-Labor:

Investment Grade Audit / Detailed Feasibility Study / Conceptual Design Phase:

All non-labor costs are subject to a total mark-up of 27% to include the following cost types:

Professional Services (A/E, Technical Services, etc.) costs.

Direct travel and subsistence costs based on approved federal travel and subsistence cost allowances.

Direct material and equipment purchases including back-up justification of competitive cost quotes.

Final Design / Implementation Phase:

All non-labor costs are subject to a total maximum mark-up of 33% to include, but are not limited to, the following cost types:

Direct travel and subsistence costs based on approved federal travel and subsistence cost allowances.

Direct material and equipment purchases including back-up justification of competitive cost quotes.

Subcontractor costs based on best value competitive quotes to include justification and back-up quote summaries.

All job costs such as trailers, communications, internet access, etc. (General Conditions)

Bonds, insurance, and other required costs for the project.

Risk / Contingency at 3-5% of non-labor costs.

M&V and O&M Phase:

All non-labor costs are subject to a total mark-up of 33% to include, but are not limited to, the following cost types:

Direct travel and subsistence costs based on approved federal travel and subsistence cost allowances.

Direct material and equipment purchases including back-up justification of competitive cost quotes.

		<p>Subcontractor costs based on best value competitive quotes to include justification and back-up quote summaries.</p> <p>All job costs such as trailers, communications, internet access, etc. (General Conditions)</p> <p>Bonds, insurance, and other required costs for the project.</p> <p>Clarifications / Assumptions:</p> <p>Mark-up percentages above include overhead (Corporate and Regional), administration, and profit as compared to others in the industry who show some overheads in their direct costs.</p> <p>All costs are tracked in detail by ESG's ADP cost and accounting system by project and auditable details are available based on program requirements.</p> <p>Government programs for energy efficiency or renewables including incentives, grants, rebates, etc. along with rebates and incentives acquired from utility companies are not included in the pricing models identified above and will be addressed per program requirements. ESG will work with Sourcewell Members to pursue and secure all these types of available benefits when and where appropriate.</p>
72	Describe and upload pricing for investment grade audit (IGA) services.	<p>As stated in the response to Question 71, above, ESG IGA pricing is based upon Open Book pricing. The project shall be transparent and collaborative from start to finish, with full disclosure of all costs, including costs of subcontractors and other vendors. ESG will maintain cost accounting records of authorized work performed under actual costs for labor and material, and particulars of the cost of performing the obligations of the Project, and when requested, ESG will provide a summary of any of the costs, including details of any funds used by ESG specifically to cover such costs. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. ESG will keep and have available account books by the best accountancy practices concerning the contract. Our account books will be available for inspection upon reasonable notice. Attached is the sample pricing model for the Feasibility Study / Investment Grade Audit (FS / IGA) / Conceptual Design Phase. A summary overview of this model is as follows:</p> <p>Labor:</p> <p>Labor rates are based on competed / approved rates by the General Services Administration as noted in ESG's Multiple Award Schedule. The current rates as of April 1, 2024 are included in the attached sample price model and subject to an annual escalation of 3%.</p> <p>Non-Labor:</p> <p>Investment Grade Audit / Detailed Feasibility Study / Conceptual Design Phase:</p> <p>All non-labor costs are subject to a total mark-up of 27% to include the following cost types:</p> <p>Professional Services (A/E, Technical Services, etc.) costs.</p> <p>Direct travel and subsistence costs based on approved federal travel and subsistence cost allowances.</p> <p>Direct material and equipment purchases including back-up justification of competitive cost quotes.</p> <p>Clarifications / Assumptions:</p> <p>Mark-up percentages above include overhead (Corporate and Regional), administration, and profit as compared to others in the industry who show some overheads in their direct costs.</p> <p>All costs are tracked in detail by ESG's ADP cost and accounting system by project and auditable details are available based on program requirements.</p> <p>Government programs for energy efficiency or renewables including incentives, grants, rebates, etc. along with rebates and incentives acquired from utility companies are not included in the pricing models identified above and will be addressed per program requirements. ESG will work with Sourcewell Members to pursue and secure all these types of available benefits when and where appropriate.</p>

73	In the case where you cannot identify project(s) that meet the agency's pre-established financial guidelines, is there a cost to the agency for the audit?	No, in the case we cannot identify project(s) that meet the agency's pre-established financial guidelines, there is no cost to the agency for the audit.	*
74	Describe and upload any standard agreements which may be proposed to a Participating Entity.	In the document upload section, please find a copy of our standard contract/agreement template uploaded with the Additional Supporting Documents.	*

Table 8: Pricing: Payment Terms and Financing Options

Line Item	Question	Response *
75	Describe your payment terms and accepted payment methods.	We invoice monthly based on percentage of completion, except for the initial deposit as negotiated at contract signing. Terms are Net 30 unless otherwise negotiated. Payment methods include ACH, wire transfer, or mail.
76	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Energy Systems Group, LLC (ESG) can assist on a multitude of cash flow tasks even though we are not a financial advisor or fiduciary to the end user. We will work with the customer developing cash flow proformas along with the Business Officials and/or a customer's Financial Advisor. At ESG we have a team leading our Project Finance department to assist as much or as little as the end user would like.</p> <p>ESG's Expertise in Assisting Customers with Funding Options. Financing can be a critical aspect of the performance contracts provided by ESG, and we are accustomed to assisting customers with financing as needed. ESG is pleased to offer these services, and it is important to note that ESG does not profit from our work related to financing. The essence of our business is that "projects pay for themselves" through savings, we are accustomed to assisting customers with cash flow models that demonstrate the potential for the project to be financed so that it is "funded" through savings generated by the project. That is savings from future operating expenses can be used to finance the capital expenditures related to the Energy Conservation Project. Current indicative rates for fifteen-year tax-exempt lease financings are between 4.25% - 4.75%. The final interest rate will vary with market conditions at time of financial closing.</p> <p>There are a few steps that ESG will initiate, in advance of selection, to determine the total amount to be financed:</p> <ul style="list-style-type: none"> Leverage our expertise in costing this type of work to ensure we are getting competitive pricing from our subcontractors. Identify any utility rebates available for the proposed scope of work and include them in the cash flow as appropriate. Identify State and Federal funding that may be available depending on the final mix of energy conservation measures (ECMs). Assist with identifying and obtaining any grants or other subsidies that may be available for the proposed scope of work, particularly those that apply to renewable energy projects. Identify any tax-related credits that may be available for the proposed scope of work including those that result from final rules on the Inflation Reduction Act (IRA). Identify and quantify any ongoing market credits available based on the proposed scope of work. In most cases, we assist our customers by working with their internal finance team, as well as a customer's financial advisor, to provide whatever level of assistance our customer deems appropriate to support the financing of a project. <p>In recent years, about half of ESG's projects have been funded through "private placements" of Tax-Exempt Lease Purchase (TELP) financings. We have worked with a number of national and regional banks that specialize in TELP and Installment Financing Agreement (IFA) financings, and who understand the unique aspects of performance contract financing. ESG maintains relationships with various financial institutions to provide the best and most appropriate financing for our customers. Bank of America, Capital One, Huntington, TD Equipment Finance, US Bank, and Webster Bank are some of the institutions we currently work with that offer TELP and IFA financing options to our customers. ESG stands ready to be as involved in the financing process as our customer wants us to be.</p> <p>Please note that ESG is not a financial advisor. ESG is an energy service company, not a financial or municipal advisor in the context of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and none of the information provided herein is intended as or should be considered as, a recommendation of any particular financing structure or financial advice. However, ESG's financing expert is available to assist customers and their financial advisors with project financing. They will help our customers with whatever level of project financing support is appropriate.</p> <p>Below are some of the project financing options that could be available for consideration:</p> <p>Tax-Exempt Lease Purchase (TELP) - Many of ESG's projects are financed as Tax-Exempt Lease Purchase (TELP) agreements or Installment Financing Agreements (IFA). These types of agreements are normally subject to annual appropriations, and do not constitute debt within the meaning of state statutes. Normally single-investor financings, these transactions are often structured as TELP agreements, and sometimes as IFA agreements. Advantages of these types of financings are flexible terms, low cost to administer and speed of implementation. The TELP and IFA financing structures are very similar in that they are both done using tax-exempt interest rates, and both usually contain language that states the payments are subject to annual appropriation. Typical repayment terms are fifteen (15) years following the project implementation, and the financing serves as both construction financing as well as "permanent" financing. At the time of contract signing, the lender deposits project funds in an escrow account, and ESG receives monthly progress payments, with customer authorization, as the project is implemented. Customer repayment is timed to begin after the project is fully implemented, and payments are normally set up on an annual or semiannual schedule, but quarterly payments can also be arranged. The final interest rate will vary with market conditions at time of financial</p>

		<p>closing. Title to the ECMs (ownership) normally passes to the customer on installation and acceptance. The lender takes a security interest in the ECMs by filing a Uniform Commercial Code 1 or UCC-1 financing statement.</p> <p>Bonds or Bond Anticipation Notes (BANs) - Some customers elect to finance their projects through general obligation or limited tax general obligation bonds or bond anticipation notes. Various investment banks or bond houses underwrite and provide these types of bonds for energy efficiency projects. When our customer chooses to finance a performance contract through a bond issue, we fill more of a supporting role, helping to develop a cash flow or pro forma that will assist our customer and their financial advisor, bond underwriter, and bond counsel during the financing process and closing of a transaction. ESG stands ready to be as involved in the financing process as a customer, and possibly their financial advisor, would like for us to be.</p> <p>In addition to the traditional TELP, IFA, and bond financing structures outlined above, ESG has experience with alternative financing options. These alternative options can include credit neutral and/or off-balance sheet financing structures, should the customer not want to incur additional debt and preserve debt capacity for other capital projects. Some of the financiers that ESG may work with on credit neutral and/or off-balance sheet financing solutions include BluePath Finance, Generate Capital, Hannon Armstrong, and Metrus Energy. Listed below is an alternative financing option that could be available for consideration:</p> <p>Energy as a Service (EaaS) –Sometimes a customer may be interested in both a “credit neutral” and “off-balance sheet” financing arrangement, such as an Energy as a Service (EaaS) agreement. Properly structured, such arrangements may be treated as a services contract and, as a result, the structure should not be recognized as a debt obligation and therefore should not impact a municipal entities credit rating or credit capacity as determined by the ratings services. The EaaS can be structured so that a third-party financier will take title and own the efficiency equipment during the term of the EaaS which may allow for off-balance sheet accounting treatment of the EaaS in addition to the credit neutral aspect of the financing structure. The EaaS information outlined above is general information and is not intended as advice or recommendation of any specific course of action. Customers are responsible for discussing such information with their internal and external advisors and experts and making their own independent accounting determinations.</p> <p>Should ESG be selected to develop a guaranteed EPC project with the end user, we would be glad to work with your finance team, and, if applicable, your financial advisor/bond underwriter and bond counsel to discuss which financing options would be available for funding a project. We look forward to working with the customer to discuss project financing options that result in the lowest rates available to finance a project.</p>
77	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>At ESG we utilize industry standard forms such as an AIA document for payments and progress on an energy performance contract. These forms are business standards in the Capital Construction markets and are utilized by ESG for both consistency and transparency of the work upcoming and completed to date.</p> <p>A sample of a construction AIA form is attached in the document upload section.</p>

Table 9: Pricing: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>ESG's standard operating procedure requires multiple levels of risk review and approval including financial, contractual, technical, schedule, and other project related reviews. No proposal is authorized to be submitted until all these risk reviews have been including up to the executive team. The requirements for this contract will be included in our standard risk review elements similar to those required for our GSA Multiple Award Schedule, DOE ESPC IDIQ, and other Cooperative Purchasing IDIQ Requirements to ensure compliance on terms, pricing and other aspects of this contract. Administration and audit of all financials, including Sourcwell payment requirements will be administered and audited by the Accounting organization, completely separate from the sales and operational organizations similar to current administration and auditing of our other Federal IDIQ and Coop IDIQ Purchasing Agreements.</p> <p>Quarterly compliance reporting to leadership aligned with quarterly Sourcwell payments will be added to the other similar agreement reporting which is further addressed in the metrics question (#79).</p>
79	If you are awarded a agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>When ESG was acquired by Oaktree, we established significant growth objectives and related strategies. This contract has been identified as a key sub-strategy to support those growth objectives. Once we have secured this contract, we will finalize Key Performance Indicators (KPIs) on sales volume, percent utilization by the sales organization, and percent of total sales using this contract which will be tracked and reported quarterly to senior leadership.</p>
80	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>ESG proposes a graduated fee structure as follows:</p> <p>For total quarterly sales less than \$5M under this contract, ESG will pay a fee of 1.5% of total sales under this contract for the quarter to Sourcwell</p> <p>For total quarterly sales equal to \$5M and up to \$10M under this contract, we pay a fee of 1.0% of total sales under this contract for the quarter to Sourcwell</p> <p>For total quarterly sales under this contract greater than \$10M, we pay a fee of 0.75% of total sales under this contract for the quarter to Sourcwell</p>

Table 10: Supplemental Factors

Line Item	Question	Response *
81	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We propose a comprehensive marketing strategy to promote the Sourcwell contract, emphasizing the benefits of performance contracting for Sourcwell members. Our internal Marketing Communications team, adept at customizing communication materials to align with strategic initiatives, will lead this effort. Our well-networked presence on all key social media platforms, including Facebook, X (formerly Twitter), YouTube, LinkedIn, and RSS feeds, plays a crucial role in our marketing strategy. By integrating these social media sites into our overall marketing plan, we ensure that our messaging reaches a broad and diverse audience.</p> <p>ESG will market the Sourcwell program internally to our sales team, equipping them with the knowledge to promote the program and its benefits to their prospective customers. Externally, we will leverage our corporate website to include information about the partnership between ESG and Sourcwell, along with a "request more information" option to connect potential and existing Sourcwell members with an ESG sales representative.</p> <p>Additionally, we will update our marketing collateral to include both online and hard copy info sheets to ensure wide reach. The Sourcwell logo will be prominently featured on relevant tradeshow banners and promoted at numerous local and national tradeshow attended by our sales team throughout the year.</p> <p>Kevin Johnson, Senior Director of Business Development, will oversee the program, driving its growth with the support of our Marketing Communications team and our sales managers.</p> <p>By leveraging these multifaceted marketing strategies, we aim to maximize the visibility and impact of the Sourcwell contract, ensuring its success and widespread adoption by Sourcwell members. This will enable members to take full advantage of performance contracting, leading to enhanced sustainability, energy efficiency, and infrastructure improvements across their organizations.</p>

82	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At ESG, we leverage a variety of technology and digital data tools to enhance our marketing effectiveness. Our well-networked presence on all key social media platforms, including Facebook, X (formerly Twitter), YouTube, LinkedIn, and RSS feeds, plays a crucial role in our marketing strategy. By integrating these social media sites into our overall marketing plan, we ensure that our messaging reaches a broad and diverse audience.</p> <p>Our Marketing Communications team includes a dedicated Digital Marketing Specialist who specializes in maximizing the impact of our digital presence by utilizing advanced techniques in social media analytics, content creation, and metadata optimization to ensure that our campaigns are both engaging and effective. We track and analyze data from our social media channels to understand audience behavior, preferences, and engagement patterns. This data-driven approach allows us to refine our strategies continuously and target our messaging more precisely.</p> <p>Through the use of metadata, we enhance the discoverability of our content across various platforms. Our Digital Marketing Specialist ensures that all our content is tagged appropriately with relevant keywords and descriptions, making it easier for potential customers to find information about our services and initiatives. This optimization extends to our website, where we use SEO best practices to improve our search engine rankings and drive organic traffic.</p> <p>Furthermore, we utilize advanced social media management tools to schedule posts, monitor engagement, and analyze the performance of our campaigns in real time. These tools enable us to maintain a consistent and dynamic online presence, responding quickly to trends and audience feedback.</p> <p>By combining these technological and digital data strategies, we maximize our marketing effectiveness, ensuring that our message not only reaches our target audience but also resonate with them in a meaningful and impactful way.</p> <p>https://www.facebook.com/EnergySystemsGroup</p> <p>https://www.linkedin.com/company/energy-systems-group/</p> <p>https://twitter.com/EnergySysGroup</p> <p>https://www.youtube.com/EnergySystemsGroup</p>
83	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreements into your sales process?	<p>In our view, Sourcewell plays a pivotal role in promoting agreements arising from this RFP by acting as a trusted intermediary and resource hub for its members. Sourcewell's extensive network, credibility, and established relationships with public agencies provide a solid platform for promoting these agreements.</p> <p>To effectively integrate Sourcewell-awarded agreements into our sales process, ESG will take the following steps:</p> <p>Internal Training and Awareness: We will conduct comprehensive training sessions for our sales team to ensure they are fully aware of the details, benefits, and unique selling points of the Sourcewell-awarded agreements. This will equip them with the knowledge needed to confidently present these agreements to prospective customers.</p> <p>Marketing and Promotional Materials: Our Marketing Communications team will create customized brochures, presentations, and digital content highlighting the advantages of the Sourcewell agreements. These materials will be distributed both in hard copy and electronically, ensuring wide reach and accessibility.</p> <p>Leveraging Digital Platforms: We will prominently feature the Sourcewell agreements on our corporate website and social media channels. By incorporating a "request more information" option, we can connect interested parties directly with our sales representatives.</p> <p>Tradeshaw and Event Promotion: The Sourcewell logo and information about the agreements will be prominently displayed on our tradeshaw banners and promotional materials. Our participation in numerous local and national tradeshaws throughout the year will further increase awareness and engagement.</p> <p>Dedicated Program Oversight: Kevin Johnson, our Senior Director of Business Development, will oversee the integration and promotion of the Sourcewell agreements. His leadership, along with the support of our Marketing Communications team and sales managers, will drive the growth and success of these agreements within our sales process.</p> <p>By implementing these strategies, we ensure that Sourcewell-awarded agreements are seamlessly integrated into our sales process, maximizing their impact and benefit for Sourcewell members.</p>
84	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do not currently offer an e-procurement system, but we will consider implementing one if there is sufficient demand.</p>

<p>85</p>	<p>Describe any training programs related to this proposal such as OSHA training, safety training, electrical safety, etc. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>ESG places great emphasis on training and offers various types of training to meet our customers' specific needs. We work with each to develop a customized training program that promotes internal expertise, efficiency, and productivity for their personnel.</p> <p>We typically conduct a needs analysis to determine the training areas that will be most beneficial and define a training strategy based on those needs and input from all parties. The most effective training is a combination of approaches that provide ongoing reinforcement of subject matter. Therefore, we provide a combination of training techniques that correspond with our training needs analysis results.</p> <p>The following describes the instructional approaches that ESG uses to maximize training impacts.</p> <p>Formal Classroom Training (Off-site)</p> <p>Off-site formal manufacturer training classes</p> <p>Vocational training such as those offered by local colleges</p> <p>Typically utilized for highly technical applications such as refrigeration, boilers, controls, and solar</p> <p>A train-the-trainer approach is encouraged due to the high cost to implement</p> <p>Formal Classroom Training (Onsite with manufacturer's instructor)</p> <p>In-house courses (one- or two-day)</p> <p>Recommended for refrigeration, boilers, and controls, as well as other solutions such as computerized maintenance management software, water treatment, and energy management</p> <p>More employees can attend this type of training for a lower cost</p> <p>Internet-Based</p> <p>Online</p> <p>This approach to training is beneficial for many solutions</p> <p>Due to the scheduling flexibility inherent with this approach, more employees can attend this type of training for a lower cost</p> <p>ESG offers a variety of training approaches customized to specific needs and desired outcomes. In addition to these approaches, we provide detailed operations and maintenance manuals for all installed solutions.</p>
<p>86</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>We are constantly learning and adapting to new information, technology and implementation of solutions for our customers. The collection of technologies and projects showcased in the attached "ESG Innovations" document overviews the technologically advanced solutions ESG has developed. Whether the need is for a new microgrid energy supply, improved air quality in a facility, or capitalizing on existing systems, ESG is committed to partnering with our customers to find the best solution.</p> <p>The attached "ESG Innovations" document showcases a range of ESG technologies, solutions, and project examples including:</p> <p>Microgrids</p> <p>Green Roofing</p> <p>Waste-to-Energy</p> <p>Energy-as-a-Service</p> <p>Electrification</p> <p>Energy Efficiency Solutions</p> <p>Operations & Maintenance</p> <p>Combined Heat & Power</p> <p>Distributed Energy</p> <p>Battery Storage</p> <p>Solar Energy</p> <p>Geothermal Energy</p> <p>VRF systems</p> <p>This document has been uploaded in the Document Upload page of the portal.</p>
<p>87</p>	<p>Please describe which memberships/certifications your company may have relevant to this RFP:</p> <ul style="list-style-type: none"> -National Association of Energy Service Companies (NAESCO) -Department of Energy (DOE) qualified list of energy service companies (ESCOs) -Other (list) 	<p>ESG holds numerous certifications and industry memberships, including:</p> <p>NAESCO Energy Service Provider</p> <p>LEED Green Building Partner</p> <p>Energy Star Partner</p> <p>U.S. Department of Defense/U.S. Department of Energy Qualified ESPC Contractor</p> <p>American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)</p>

		<p>OSHA Voluntary Protection Program</p> <p>National Rural Electric Cooperative Association Associate Gold Member</p> <p>DOE 50001 Ready Partner</p> <p>Local ASBO chapters</p> <p>Statewide Superintendents of Schools – NYSCOSS</p> <p>Statewide Facilities Chapters - NYSSFA</p> <p>National Association of Energy Service Companies</p> <p>ESG is nationally accredited by the National Association of Energy Service Companies (NAESCO) as an Energy Service Provider (ESP) through its stringent accreditation process.</p> <p>ESG achieved its first NAESCO accreditation in 1999 as an Energy Service Company (ESCO). It remained an accredited Energy Service Company until May 2003, when ESG received its heightened accreditation as an Energy Service Provider. This distinction gives our clients peace of mind, knowing they have selected a partner with the technical and managerial competence to provide a full range of energy services, defined to include conducting energy audits, providing or assisting with project financing, design engineering, providing operations and maintenance services, and, verifying energy savings according to accepted industry practice.</p> <p>Additionally, the ESP level of accreditation demonstrates our technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, solar, cogeneration, or combined heat and power (CHP) projects for the firm contracting energy supply.</p> <p>U.S. Green Building Council LEED</p> <p>The U.S. Green Building Council is committed to a sustainable, prosperous future through LEED, the leading program for green buildings and communities worldwide. ESG incorporates LEED EB into our project implementation. Our project engineers and other ESG team members evaluate goals, such as the LEED EB, strategic purchasing of utilities, and the interaction of all the FIMs, capital improvements, and operational strategies. Partnering with ESG can help our clients improve more facilities to the level of LEED certified.</p> <p>EPA Energy Star Partnership</p> <p>ESG is a U.S. Environmental Protection Agency’s Energy Star Building Partnership member. This affiliation provides access to valuable resources, enabling ESG to link our business principles with those of Energy Star to promote energy, financial, and environmental performance.</p> <p>We help clients achieve Energy Star certification as our ESG Team is well-versed in Portfolio Manager and Star Recognitions. As an Energy Star Partner, ESG can help our clients make more informed energy decisions when modernizing their facilities.</p> <p>We can identify practical energy improvements for our clients’ facilities and benchmark their facilities against the national energy performance rating system. As a result of partnering with ESG many of our clients earn Energy Stars.</p> <p>American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)</p> <p>ASHRAE’s membership comprises building services engineers, architects, mechanical contractors, building owners, equipment manufacturers’ employees, and others concerned with designing and constructing HVAC systems in buildings. The society funds research projects, offers continuing education programs, and develops and publishes technical standards to improve building services engineering, energy efficiency, indoor air quality, and sustainable development.</p> <p>ESG is honored and proud to have been awarded multiple American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) awards:</p> <p>Governors State University - Excellence in Engineering Award (2010)</p> <p>UIUC Veterinary Medicine Center - Excellence in Engineering Award (2014)</p> <p>UIUC College of Engineering - Excellence in Engineering Award (2018)</p> <p>University of Illinois Urbana Champaign ESCO Project - First Place ASHRAE Technology Award (2019)</p> <p>UIUC College of Engineering - Excellence in Engineering Award (2020)</p> <p>Federal Government Approved Contractor</p> <p>The Federal Energy Management Program (FEMP) established the U.S. Department of Energy (DOE) Qualified List of Energy Service Companies in accordance with the Energy Policy Act of 1992 and 10 C.F.R. 436. The DOE Qualified List of Energy Service Companies comprises about 100 firms that have submitted applications and have been approved by the DOE qualification review board. ESG is a qualified contractor and participates in and implements energy performance contracts with the federal government. This qualification was achieved through a thorough vetting process to ensure that ESG meets the stringent requirements of the U.S. government.</p> <p>We also offer our clients a range of procurement options, including the GSA Multiple Award Schedule.</p>
88	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The nature of our business is applying the principles of energy efficient design in everything we do no matter if a building is certified or not. We are providing a guarantee to our customers that their buildings will perform at a guaranteed level to meet our commitment. Once an IGA is completed, we will work closely with a customer to determine which buildings make sense for certification based on a number of factors including:</p> <p>Alignment with customer's goals</p>

Applicability of the building to well-known rating systems

Cost of certification

Long term reporting requirements for the customer

Ease of implementation and reporting

ESG and our employees are very active and well represented in a variety of professional organizations that support, recognize, or otherwise have a link to energy engineering, energy efficiency, Energy Savings Performance Contracting, and Energy Service Companies (ESCOs). A testament to our efforts in this industry include partnerships with the following:

The Department of Energy's Federal Energy Management Program and Federal Utilities Partnership Working Group

Environmental Protection Agency's ENERGY STAR Building Partnership Program and Landfill Methane Outreach Partnership

U.S. Green Building Council's LEED program

Association of Energy Engineers Certification Programs

Energy Services Coalition's regional energy efficiency projects

These relationships help ESG develop and implement projects that not only improve our customers' facilities but also fit with the collaborative efforts of regional and national groups to make significant enhancements to the energy and environment of our country.

U.S. Green Building Council LEED

Green Performance Contracting utilizes LEED for Existing Buildings (LEED EB) as criteria to enhance the Energy Savings Contracting process towards a goal of green buildings. To some degree all energy savings contracting that result in reduction of energy consumption could be considered "green" by virtue of the fact that energy reduction also reduces greenhouse gas emissions. However, the definition of "green" that is being promoted here directly relates to the U.S. Green Building Council's LEED for Existing Buildings: Operations & Maintenance.

ESG incorporates LEED EB into our project implementation. The project's ESG engineer, and other ESG team members, evaluate goals, such as the LEED EB, strategic purchasing of utilities, and the interaction of all the energy conservation measures, capital improvements, and operational strategies. Partnering with ESG can help our customers improve more facilities to the level of LEED certified.

There are both environmental and financial benefits to earning LEED certification.

Lower operating costs and increase asset value

Reduce waste sent to landfills

Conserve energy and water

Be healthier and safer for occupants

Reduce greenhouse gas emissions

Demonstrate the County's commitment to environmental stewardship and social responsibility

The LEED for Existing Buildings Rating System helps building owners and operators measure operations, improvements and maintenance on a consistent scale, with the goal of maximizing operational efficiency while minimizing environmental impacts. LEED EB addresses whole-building cleaning and maintenance issues (including chemical use), recycling programs, exterior maintenance programs, and systems upgrades.

EPA Energy Star Partnership

This affiliation provides access to valuable resources, enabling ESG to link our business principles with those of Energy Star to promote energy, financial, and environmental performance. We can help the County achieve Energy Star certification as our team is well-versed with Portfolio Manager and Star Recognitions. As an Energy Star Partner, we can identify effective energy improvements for your facilities and benchmark them against the national energy performance rating system. Energy Star is probably the easiest certification to achieve but yet provide meaning to our customers.

Green Globes Building Certification

With our mindset of helping our customers meet their goals, we create the designs and construct with a plan that is holistically. Green Globes is a science-based benchmarking and certification program, evaluating the environmental sustainability, health and wellness, and resilience of an individual building or an entire portfolio. The tailored approach of the program helps produce the most sustainable outcomes based on the building type and use.

Recycling

ESG requires our subcontractors to properly dispose of all materials removed from the buildings as a result of this project. Disposal will include recycling or repurposing of materials where applicable. Some examples of recycling are described below:

Lamps – Includes traditional straight, U-shaped and coated fluorescents, as well as mercury vapor, high-pressure sodium, and metal-halide lamps. The disposal of phosphor and particularly the toxic mercury in the tubes is an environmental hazard. All lamps will be sent to an EPA approved recycling center where the glass tubing can be turned into new glass articles, brass or aluminum in end caps can be recovered, the internal coating can be reprocessed for use in paint pigments, and the mercury contained in the lamp can be reclaimed and used in new lamps.

		<p>Ballasts - PCB, non-PCB, and DEHP lighting ballast. Metal components from the ballast such as copper and steel are collected for recovery and reuse. The PCB-containing capacitors and any PCB-contaminated asphalt potting material are thermally destroyed at a permitted facility.</p> <p>Refrigerant – Used refrigerant will be recovered, recycled, and reclaimed.</p> <p>Mechanical Equipment – After reclaiming refrigerant, mechanical equipment will be recycled to separate into various metals for recycling.</p> <p>Copper - This element is very common to be used in the electrical and plumbing trades. Most raw materials have alloys being added to the base metal while copper is more often used in a pure form as can easily be repurposed for future use.</p> <p>Electronics - The waste of obsolete electronic products that is commonly called “e-waste” is vast and growing, with estimates of 50 million tons per year generated worldwide. Electronic equipment contains toxic materials, including lead, cadmium, and mercury, that may leak into the soil and ground water when disposed of in landfills.</p> <p>Keeping these and other materials such as precious metals and plastics out of landfills means they can be recycled, which conserves natural resources. Printed circuit boards can be incinerated with the metal being reclaimed.</p>
89	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>We are proud to highlight several prestigious recognitions and partnerships that underscore our commitment to energy efficiency, life-cycle design, and sustainability.</p> <p>Our company is a recognized Energy Star Partner, which signifies our dedication to providing energy-efficient solutions that meet strict energy performance standards set by the U.S. Environmental Protection Agency. As an Energy Star Partner, we consistently integrate energy-efficient practices and products into our solutions, helping our customers achieve significant energy savings and reduce their environmental impact.</p> <p>ESG is a Department of Energy 50001 Ready Partner supporting Public Sector entities reduce costs, achieve carbon reduction goals, and improve operations by implementing energy management programs and systems and prepare them to be ISO 50001 certified if desired. You can find more at https://betterbuildingssolutioncenter.energy.gov/iso-50001/50001Ready.</p> <p>Additionally, we are a LEED partner, reflecting our commitment to sustainable building practices and life-cycle design. The Leadership in Energy and Environmental Design (LEED) certification, administered by the U.S. Green Building Council, recognizes our efforts in promoting green building standards and practices. Our LEED-certified projects demonstrate our ability to create spaces that are not only energy-efficient but also environmentally friendly and healthy for occupants.</p> <p>Furthermore, our company is accredited by the National Association of Energy Service Companies (NAESCO), which validates our expertise in delivering comprehensive energy solutions and performance contracting. NAESCO accreditation is a testament to our proficiency in implementing energy conservation measures that yield substantial and verifiable energy savings.</p> <p>Our achievements are also highlighted by the multiple ASHRAE First Place Technology Awards we received; these awards recognize our outstanding innovative building design achievements in areas such as occupant comfort, indoor air quality, and energy conservation. The ASHRAE awards affirm our commitment to advancing sustainable building technologies and practices.</p> <p>By leveraging these certifications and accolades, we demonstrate our unwavering dedication to energy efficiency, sustainable design, and the overall well-being of our clients and the environment.</p>
90	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>While ESG is not a WMBE or SBE, we recognize the importance of a diversity program that includes certified MBE/WBE/PBE/VOSB/SDVOSB vendors and contractors. We are confident our approach and past performance will allow us to meet or exceed a customer’s participation goals for the following reasons:</p> <p>for the following reasons:</p> <p>ESG believes in diversity and this belief allows us to wholeheartedly support a customer’s desire to demonstrate its commitment to diversity, equity, and inclusion in the procurement of goods and services.</p> <p>ESG has the experience, resources and commitment to meet and exceed diversity goals on all future projects.</p> <p>ESG has developed a thorough collaborative process with our partners and numerous organizations throughout our operational regions to assist us in meeting these expectations.</p> <p>ESG has a track record of meeting and exceeding our customers’ goals for utilization of diverse subcontractors and suppliers in professional services and construction and will work to do the same on these potential projects.</p> <p>Our subcontractor qualification process identifies gaps in our partners’ businesses and provide support as needed so they are able to be an integral part of our subcontracting team. ESG utilizes the following resources to help identify potential diversity subcontractors:</p> <ul style="list-style-type: none"> National Minority Supplier Development Council (NMSDC) Local Minority Business Development Centers Small Business Administration (SBA) District Offices Office of Small and Disadvantaged Business Utilization System for Award Management (SAM) Small Business to Business Opportunity website Women Business Enterprise National Council (WBENC) US Department of Veterans Affairs Database Local Procurement Technical Assistance Centers

91	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We pride ourselves on being the industry leader in energy services, partnering with over 65 utility territories across the United States. Our extensive network of utility agreements is unmatched, enabling us to offer a wide range of incentives, rebates, and benefits to our clients. By working closely with these utilities, we optimize the advantages for Sourcewell members, ensuring they receive maximum support and savings on their energy projects.</p> <p>Furthermore, we have recently expanded our capabilities through the strategic acquisitions of PacificWest Energy and Yearout Energy. These acquisitions greatly enhance our capacity to engage with and promote the Sourcewell Energy Savings Performance Contracting (ESPC) contract. With these new additions, we are now better equipped to provide comprehensive energy solutions that meet the diverse needs of our customers, further solidifying our position as the leading energy services provider in the industry.</p> <p>Additionally, we maintain a commitment to being product and vendor neutral, ensuring that our customers receive unbiased recommendations tailored to their specific needs. This approach allows us to deliver the most effective and efficient energy solutions without any conflicts of interest.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that are accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing _ Sourcewell RFP.zip - Monday July 15, 2024 13:31:46
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday July 15, 2024 09:22:47
 - [Marketing Plan/Samples](#) - Marketing Samples.pptx - Monday July 15, 2024 15:21:22
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sample Transaction Document _ standard AIA.pdf - Monday July 15, 2024 09:09:49
 - [Requested Exceptions](#) - Requested Exceptions - RFP_071624_Energy_Savings_Performance_Contracting_Contract_Template Redlines.docx - Monday July 15, 2024 08:39:02
 - [Upload Additional Document](#) - Additional Supporting Documents.zip - Monday July 15, 2024 16:02:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:

Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kyle Rudolph, General Counsel & Vice President, Energy Systems Group, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_071624_Energy_Savings_Performance_Contracting Mon July 8 2024 03:50 PM	☑	-
Addendum_6_RFP_071624_Energy_Savings Fri July 5 2024 02:55 PM	☑	-
Addendum_5_RFP_071624_Energy_Savings_Performance_Contracting Wed July 3 2024 09:12 AM	☑	1
Addendum_4_RFP_071624_Energy_Savings_Performance_Contracting Mon July 1 2024 02:50 PM	☑	1
Addendum_3_RFP_071624_Energy_Savings_Performance_Contracting Thu June 13 2024 02:02 PM	☑	1
Addendum_2_RFP_071624_Energy_Savings_Performance_Contracting Wed June 5 2024 09:38 AM	☑	1
Addendum_1_RFP_071624_Energy_Savings_Performance_Contracting Tue June 4 2024 11:55 AM	☑	1