

# TIPS VENDOR AGREEMENT

Between Minimise USA LLC and \_\_\_\_\_  
(Insert Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFQ 220104 Energy Savings Performance Contract**

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

## Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

## Disclosures

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

## Term of Agreement and Renewals

The Agreement with TIPS is for approximately **five (5)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **five-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

**Example:** *If the anticipated award date published in the Solicitation is March 24, 2022 but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be March 31, 2027.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **five years**.

**Example:** *If the original term is approximately five years, and the solicitation provides an anticipated award date of March 24, 2022, the expiration date of the original five-year term shall be May 31, 2027.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires.

**Example Following the Previous Example:** *If TIPS offers a one-year extension, the expiration of the extended term shall be March 31, 2028.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits but is not required to do so.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

**Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment

statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

All pricing submitted to TIPS' Members shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently. **Fees for this RFQ is 1% of the sale price paid by the TIPS Member entity.**

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

#### **State of Texas Franchise Tax**

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

#### **Miscellaneous**

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

#### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

#### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

#### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.

- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Safety Measures**

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

**Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

**Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

**Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

**Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

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

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the

accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **Force Majeure**

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

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS

Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

**Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

**Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to [TIPSP0@TIPS-USA.com](mailto:TIPSP0@TIPS-USA.com), unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

The TIPS Vendor Agreement Signature Page is inserted here.

A handwritten signature in black ink, consisting of a stylized 'W' or 'M' shape with a vertical line to its left, all enclosed within a large, sweeping, curved line that forms a partial circle.

# TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name Minimise USA LLC

Address 2202 N. West Shore Blvd.

City Tampa State FL Zip 33607

Phone 407 446-7777 Fax \_\_\_\_\_

Email of Authorized Representative daniel.badran@minimiseusa.com

Name of Authorized Representative Daniel Badran

Title Chief Executive Officer

Signature of Authorized Representative 

Date 02/15/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8-23-2022

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## 220104 Addendum 1 Minimise USA LLC Supplier Response

### Event Information

Number 220104 Addendum

Title Energy Savings Performance Contracts (ESCs)

Type Request for Qualification

Issue Date 1/6/2022

Deadline 2/1/2022 03:00 PM CT

Notes **IF YOU CURRENTLY HOLD TIPS CONTRACTS (170103) Energy Savings Performance Contracts (“170103”) OR (200209) Energy Savings Performance Contracts (“200209”), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT.**

### Contact Information

Address Education Service Center

445 US Highway 271 North

Pittsburgh PA 15206

Phone 1 663 477

Email bids@tips-usa.com

## Minimise USA LLC Information

Contact: Daniel Badran  
Address: 2202 N. Westshore Blvd. Suite 200  
Tampa, FL 33607  
Phone: (480) 702-8000  
Fax: (407) 362-6606  
Toll Free: (888) 841-1840  
Email: [daniel.badran@minimiseusa.com](mailto:daniel.badran@minimiseusa.com)  
Web Address: <https://minimiseglobal.com/>

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

Daniel Badran

*Signature*

*Submitted at 2/18/2022 6:45:48 AM*

[daniel.badran@minimiseusa.com](mailto:daniel.badran@minimiseusa.com)

*Email*

## Supplier Note

Minimise USA LLC appreciates the opportunity to present its Energy Management and Conservation Services Program to TIPS and its Members through the submission of RFQ220104 - Energy Savings Performance Contracts.

## Requested Attachments

### Agreement Signature Form

Minimise USA 220104 ESPC Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Confidentiality Claim Form

Minimise USA 220104 ESPC CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

### Proposed Goods and Services

17Feb2022\_MUSA\_TIPS ESPC RFP\_FINAL.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

### Reference Form

Minimise USA 220104 ESPC Reference\_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Current W-9 Tax Form

W9 form TIPS.pdf

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

## Vendor Agreement

Minimise USA 220104 ESPC Vendor Agreement\_TIPS.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

## OPTIONAL Information Requested

Minimise USA Disclosure\_of\_Lobbying\_Activities\_TIPS.pdf

IF you agree to do so, Please upload the Optional Information Requested regarding ESaaS.  
See attachment.

## All Other Certificates

No response

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

DO NOT UPLOAD encrypted or password protected files.

## Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 220px - .png, .eps, .jpeg preferred

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

No response

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

## Disclosure of Lobbying Activities Standard Form LLL

No response

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

## Response Attachments

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### LOGO VERSIONS-01 - Copy.png

Minimise USA Logo

### 17Feb2022\_MUSA\_TIPS ESPC RFP\_FINAL.pdf

Minimise USA's response to RFQ200209 - Energy Savings Performance Contracts

## Bid Attributes

<b>1</b>	<b>Yes - No</b> Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBone Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3</b>	<b>Yes - No</b> The Vendor can provide services and/or products to all US States <input type="text" value="Yes"/>
<b>4</b>	<b>States Served:</b> If answer is NO to question 3, please list which states can be served. (Example: AR, O, T) <input type="text" value="Minimise serves all states and can scale its operation as needed by the Client. We have a national and international network of operational partners."/>
<b>5</b>	<b>Company and/or Product Description:</b> This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 700 characters.) <input type="text" value="Minimise USA is an Energy Management and Conservation Services Company that provides Client with an Energy Efficiency as a Service at No Capital Outlay."/>
<b>6</b>	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Daniel Badran"/>
<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="Chief Executive Officer"/>
<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="daniel.badran@minimiseusa.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4074467777"/>

<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8888411840"/>
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<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Larry Pasetti"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Chief Operating Officer"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="lpasetti@minimiseusa.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8133331217"/>
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<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="ianca van Aswegen"/>
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<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="vianca.vanaswegen@minimiseusa.com"/>
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<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4074467777"/>
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<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Chiara Oosthuizen"/>
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<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="chiara.oosthuizen@minimiseusa.com"/>
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<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4074467777"/>
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<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.minimiseglobal.com"/>
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<b>25</b>	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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<b>26</b>	<b>Primary Address</b> Primary Address <input type="text" value="2202 N West Shore Blvd."/>
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<b>27</b>	<b>Primary Address City</b> Primary Address City <input type="text" value="Tampa"/>
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<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="Hillsborough"/>
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<b>29</b>	<b>Primary Address Zip</b> Primary Address Zip <input type="checkbox"/> ip <input type="text" value="33607"/>
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**30 Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 100 words) (Format: product, paper, construction, manufacturer name, etc.)

Energy Management, Lighting, Energy Efficiency, Solar, HVAC, Building Controls, Energy Performance, Energy Service

**31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

**32 Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas?

OR

(B) employs at least 100 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

**33 Company Residence (City)**

Vendor's principal place of business is in the city of?

Tampa

**34 Company Residence (State)**

Vendor's principal place of business is in the state of?

Florida

**35 TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named,  Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor

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

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**TIPS Administration Fee Paid by Vendor - Not Charged Separately to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract.  Vendor further understands and agrees that  Vendor shall submit pricing to Member entity which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

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**Years in Business as Proposing Company**

Years in business as proposing company

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**Resellers:**

Does the vendor have resellers that it will name under this contract  Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable,  Vendor should add all Authorized Resellers within the TIPS  Vendor Portal upon award).

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**Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**4** **NON-COLLUSIVE BIDDING CERTIFICATE**

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

**4** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

**2** Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement  YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

Yes

**4** **Filing of Form CIQ**

**3** If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above

No response

**4** **Regulatory Standing**

**4** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

**4** **Regulatory Standing**

**5** Regulatory Standing explanation of no answer on previous question.

No response

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**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus.  Comm. Code Chapter 1

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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#### Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12□49. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.  
 The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph  of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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#### Suspension or Debarment Certification

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

Yes

**4** **Non-Discrimination Statement and Certification**

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 (2) fax: (202) 690-7442 or (3) email: program.intake@usda.gov.

(Title I of the Education Amendments of 1972; Section 4 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 1, 1a, and 1b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

**5** **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**5 1 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$200,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree

**5 2 2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree

**5 3 2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1201-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1201-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree

**5 4 2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1302. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree

**5 5 2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1807(h)), section 08 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 101). (Contracts, subcontracts, and subgrants of amounts in excess of \$200,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$200,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1807(h)), section 08 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 101).

Does vendor certify that it is in compliance with the Clean Air Act

**5 6 2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000 procuring solid waste management services in a manner that maximizes energy and resource recovery and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above

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## 2 CFR PART 200 Rights to Inventions

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, endor certifies that during the term of an award resulting from this procurement process, endor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree

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## 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, endor certifies that to the greatest extent practicable endor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree

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## 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or TE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, endor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree

**6 2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$200,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree

Yes

**6 1 FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

( ) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

**6 2 Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq/49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree

Yes

**6  
3** **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1302, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

**6  
4** **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6  
5** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

**6 6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises

( ) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through ( ) of this section.

**6 7 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 2) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-47 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms

Yes, I Agree (Yes)

**6  
8 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms

**6  
9 Remedies Explanation of No Answer**

**7  
0 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms

**7  
1 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms

**7  
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms

Yes, I Agree

**7  
3** **Infringement(s) Explanation of No Answer**

**7  
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.101 et seq, Tex Loc Govt Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7  
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms

Yes, I Agree (Yes)

**7 Insurance and Fingerprint Requirements Information**

**6 Insurance**

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

**Fingerprint**

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 - 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCU@txdps.state.tx.us](mailto:NCU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (817) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 1, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

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

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**7** **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) vendor is not a sole proprietorship, (b) vendor has ten (10) or more full-time employees, and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the vendor hereby certifies and verifies that neither the vendor, nor any affiliate, subsidiary, or parent company of the vendor, if any (the "Vendor Companies"), boycotts Israel, and the vendor agrees that the vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.013 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

**8** **Logos and other company marks**

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

Potential uses of company logo:

- Your Vendor Profile Page of TIPS website
- Potentially on TIPS website scroll bar for Top Performing Vendors
- TIPS Quarterly eNewsletter sent to TIPS Members
- Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**8**  
**1 Solicitation Deviation/Compliance**

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

Yes

**8**  
**2 Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

**8**  
**3 Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement

Yes

**8**  
**4 Agreement Exceptions/Deviations Explanation**

If the proposing vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

**8**  
**5 Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

B. Firm not owned nor operated by felon per above

**86** If you answered C. My Firm is owned or operated by a felon to the previous question, you are **REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**87** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**88** **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

**89** **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

**90** **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

**9 1 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

Agreed

**9 2 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS

Agreed

**9 3 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**9 4 Upload of Current W-9 Required**

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

**9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship  (b) company has ten (10) or more full-time employees  and (c) this contract has a value of  \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9  
6** **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship  (b) company has at least ten (10) full-time employees  (c) this contract has a value of at least  100,000 that is paid wholly or partly from public funds  (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.)  and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply  otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association  (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association  or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9  
7** **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country  (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country  or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**9  
8** **Acknowledgement**

By submitting this proposal,  endor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the  endor Agreement(s).  endor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

## **AMENDED**

### **OPTIONAL INFORMATION REQUESTED**

**It has come to my attention that the correct name for the below process is Energy Efficiency as a Service (EEaaS)**

**I have modified the below document to use this commonly accepted term.**

**Additional Information Requested Regarding Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)**

Vendors ***are not*** required to respond to the additional request for information related to Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) and qualifications to provide same.

Failure to respond to this additional information request for Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) will have **NO BEARING** on the evaluation of your qualifications to provide offer Energy Savings Performance Contracting (ESPC).

If it is later determined that governmental procurement of Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) is permitted, TIPS will timely issue a legally sufficient solicitation to address that need. All information gathered here will be used to aid TIPS in the solicitation process for contracts with companies that provide ESaaS.

Texas statutes do not specifically address **Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)** however TIPS recognizes that it is an option offered by many vendors that also offer Energy Savings Performance Contracting (ESPC).

Please provide in a separate sheet(s) or document if your company offers ~~ESaaS~~ EEaaS and how that service is offered to governmental entities. Please provide your detailed information related to your company's qualifications and your process as it relates to ~~ESaaS~~ EEaaS and governmental customers. Please list existing governmental customers currently contracted with you for ~~ESaaS~~ EEaaS. Please provide details on how this model is structured, how it differs from ESPC and how a governmental entity would benefit from ~~ESaaS~~ EEaaS as it compares with ESPC.

You may utilize the Confidentiality Form included in the RFQ to declare this information confidential if you choose to. Final determination of confidentiality of any information provided to TIPS as a department of the Texas governmental entity Texas Education Service Center Region 8 is at the discretion of the Texas Attorney General and subject to Texas Government Code §552. See <https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>

**References**

TIPS RFQ 220104 Energy Savings Performance Contracts

**Insert Company Name**

**Minimise USA LLC**

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

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

Please provide **FIVE (5) VERIFIED AND WILLING** references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.  
**DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.**

You may provide more than FIVE (5) references.

Entity Name	Contact Person	<b>VALID TYPED EMAIL IS REQUIRED</b>	Phone
Hillsborough County Public Schools	Ms. Gretchen Saunders	<a href="mailto:gretchen.saunders@stjohns.k12.fl.us">gretchen.saunders@stjohns.k12.fl.us</a>	813 272-4383
Hillsborough County Public Schools	Cory A. Murphy	<a href="mailto:corey.murphy@sdhc.k12.fl.us">corey.murphy@sdhc.k12.fl.us</a>	813 272-4374
Panhandle Area Educational Consortium	Larche Hardy	<a href="mailto:Larche.hardy@paec.org">Larche.hardy@paec.org</a>	813 806-0096
Holmes District School Board	Brian Morgan	<a href="mailto:Brian.morgan@hdsb.org">Brian.morgan@hdsb.org</a>	850 547-9341
The Docobo Corporation	Albert Doboco	<a href="mailto:Albert.Docobo@thedocobocorporation.com">Albert.Docobo@thedocobocorporation.com</a>	813 806-0096

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



**Required Confidential Information Status Form**

Minimise USA LLC

Name of company

Daniel Badran, Chief Executive Officer

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

2202 N. West Shore Blvd. Tampa FL 33607 407 446-7777

Address City State ZIP Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date 02/15/2022

**OR**

**OPTION 2:**

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature  \_\_\_\_\_ Date 02/15/2022



7217 Benjamin Road  
Tampa, FL 33634

(813) 243-1110  
 (813) 243 -1109 fax  
 contractbonds@prosuregroup.com  
 www.prosuregroup.com

August 15, 2022

**Re: Letter of Bondability for Minimise USA LLC**

To Whom It May Concern:

Please be advised that we are the surety bond agents for Minimise USA LLC. As such, we have enjoyed an excellent relationship with this firm as they have completed all contractual obligations in an acceptable fashion and have taken care of all pay obligations in a timely manner.

We have established a surety bonding line of credit for Minimise USA LLC in the amount \$400,000,000 aggregate program to cover construction, installation and energy savings type contracts. This program is in place through one of our Carriers rated "A" or better by A.M. Best and appears on the U.S. Treasury Circular 570 of approved sureties and licensed in all 50 states.

We don't hesitate to recommend this fine company to you. If you should have any further questions, please don't hesitate to contact me.

Sincerely,

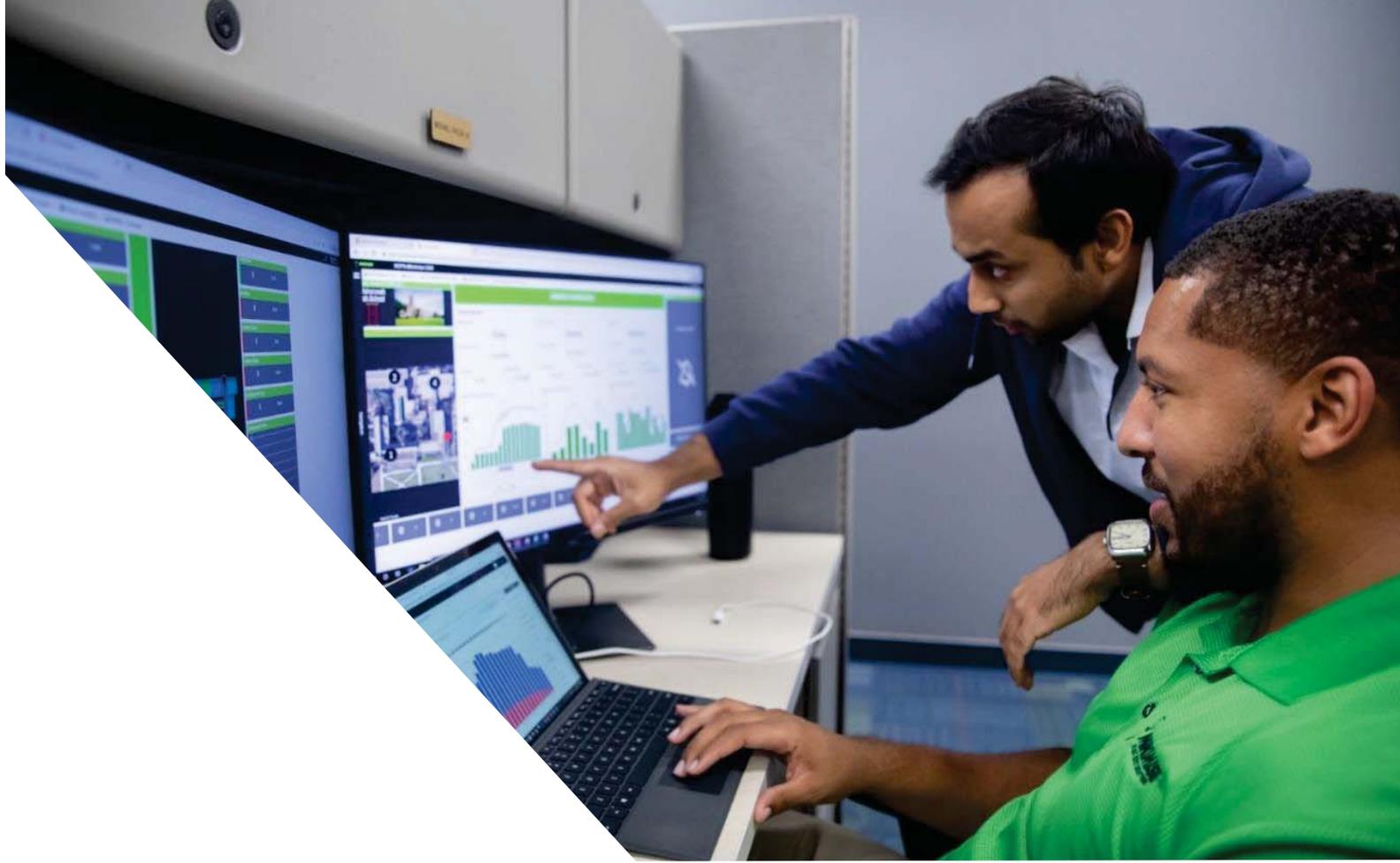
**ProSure Group, LLC**

David B. Shick  
President  
Attorney-In-Fact for Surety

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds





# **THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

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## **RFQ 200209 Energy Savings Performance Contracts**

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**Presented by Minimise USA**  
February 18<sup>th</sup>, 2022





## EXECUTIVE SUMMARY

□

Minimise USA LLC  
2202 N West Shore Blvd.  
Suite 200  
Tampa, FL 33607

February 18, 2022

The Interlocal Purchasing System (TIPS)  
4845 US Hwy. 271 North,  
Pittsburg, Texas, 75686

### **RE: Energy Savings Performance Contracts – RFQ 200209**

To whom it may concern,

We are pleased to present this proposal for qualification to provide Energy Savings Performance Contracts (ESPC) to The Interlocal Purchasing System (TIPS) Members. The Proposal herein is presented by Minimise USA LLC (Minimise), an Energy Management and Conservation Services Company. Minimise offers unparalleled infrastructure performance capabilities with a proven track record, world-class energy funding solutions, and a true Energy Partnership. Minimise and its Energy Management and Conservation Services Programs (EMCSP) not only delivers on the requirements of this ESPC Qualification but will also develop a strategic partnership with TIPS Members to achieve their Financial, Sustainability, and Community Goals.

Minimise' EMCSP goes above and beyond traditional ESPC in the sense that we offer Clients the ***No Capital Outlay Partnership Agreement (NCOPA)*** which delivers **customized energy technologies and solutions at no cost, with Prepaid Savings, and an O&M Program (consisting of Performance Guarantees and Ongoing Operation and Maintenance)** to public and private organizations, like TIPS Members.

The ***No Capital Outlay Partnership Agreement (NCOPA)*** was designed specifically for schools and government entities that could not fund energy upgrades due to budget constraints and high levels of debt. Minimise provided this unique energy program to Hillsborough County Public Schools (HCPS) and was recently awarded the Energy Efficiency as a Service (EEaaS) Partner by Florida Buy/Panhandle Area Educational Consortium (PAEC) making it easier than ever, for Florida Schools, to take full advantage of the NCOPA's many benefits to School Districts.

In Minimise' Energy Management and Conservation Services Program (EMCSP), our first step is to mobilize across the Client's sites to **ANALYZE** facilities, energy consumption, and needs. This will include Investment Grade Audits (IGAs), real-time energy monitoring, and a paper analysis to analyze past utility bills. Once savings have been identified, Minimise will propose then fund Facility Improvement Measures (FIMs) discovered during the IGA. Of course, the proposed Scope of Work predicted savings, FIMs ... etc. will be presented to the Client for approval and implementation under our ***No Capital Outlay Partnership Agreement (NCOPA)***.



Once the Scope of Work has been approved, Minimise and its Operational Partners will design, engineer, and install FIMs implemented to **REDUCE** energy and operational wastages. TIPS Members will, through the *No Capital Outlay Partnership Agreement (NCOPA)*, have **No Capital Outlay** and, unlike Traditional ESPC, Minimise will **Prepay** TIPS Members a portion of future savings upfront once the savings have been measured, verified, and guaranteed.

Moreover, Minimise has positively redefined Energy Saving Companies (ESCOs) Traditional Performance Guarantees. Minimise created and established an **O&M Program** which does not only provide the needed ongoing Measurement and Verification (M&V) according to International Performance Measurement and Verification Protocols (IPMVP), but our Program also comes with a Services Contract whereby Facility Improvement Measures (FIMs) are maintained to its optimal condition, for the term. Performance Guarantees and Ongoing O&M go hand-in-hand, and as such, Minimise' O&M Program offers more than Traditional Performance Contracting – and in most cases, all paid for from savings achieved.

Simply put, what Minimise offers TIPS Members is an Agreement and Partnership whereby not only are Members **freed from needing to spend one cent of its capital expenditure budget to upgrade any of its energy infrastructures** but also has surety with our O&M Program that safeguards the performance, sustainability, and operation of both the FIMs and savings for the term. The Minimise NCOPA eliminates the need for Loans or Leases and there is absolutely no collateral or gimmicks. ***Minimise merely invests the capital and reaps its return from real-time, guaranteed, measured, and verified savings.*** TIPS Members will simply treat the NCOPA payment the same as it would its usual utility payment and therefore have **no additional appropriations.**

For the duration of our relationship with TIPS Members, this best-in-class Partnership will be Members' "eyes on, minds-on, and hands-on" Partner, always working together to uncover savings anywhere and everywhere possible. We believe we can build successfully on the TIPS Members' continuous commitment to energy sustainability by improving their energy efficiencies while not paying for any of the innovative upgrades, prepaying a portion of future savings upfront, and augmenting the EMCSP with an O&M Program for the duration of the Agreement. We would welcome to have the opportunity to discuss further with TIPS and its Members how we can upgrade energy infrastructure NOW, without any capital outlay.

Sincerely,

Daniel Badran

Chief Executive Officer

Email: [daniel.badran@minimiseusa.com](mailto:daniel.badran@minimiseusa.com)

Direct: (407) 446-7777

THE FUTURE OF  
ENERGY  
CONSERVATION,  
FINANCE &  
SUSTAINABILITY...  
TODAY



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# 1. BACKGROUND AND ABILITY

Minimise will present its Background, Experience, and Capabilities in this Section exhibiting its unparalleled infrastructure performance capabilities, world-class energy funding solutions, and a most innovative approach by a Company that has a local footprint and thorough understanding of Energy Systems and their Efficiency.

## 1.1. Background

Minimise with its global partnerships has combined experience over 100 years dedicated to the success of identifying, verifying, and reducing energy waste. Minimise’ Headquarters are in Tampa, Florida, USA. Minimise was established in Florida in 2011 and has since reshaped the energy industry. Minimise is a global company with domestic offices in California and Minnesota. Minimise’ global offices are in Canada, Mexico, Dubai, South Africa, and the Philippines.

Minimise is the creator of the *No Capital Outlay Partnership Agreement (NCOPA)* which delivers **customized energy technologies and solutions at no cost with prepaid savings** to organizations, like TIPS Members. Minimise also holds similar Contracts under Cooperative Purchasing Agencies in Florida and Arizona and is well versed in securing Clients under the same Cooperative Purchasing Programs.

Although Minimise offers Clients Traditional Performance Contracting, the NCOPA is more similar to an Energy Efficiency as a Service (EEaaS) Programs since it is never a loan or a lease, which are in most cases off-balance sheet and not collateralized. Additionally, unlike Traditional ESPC, Minimise offers Prepaid Savings. Prepaid Savings is an innovative approach that is exclusive to Minimise whereby a portion of future savings is paid upfront to Clients. Using NCOPA, Minimise created the largest EEaaS, at the 7<sup>th</sup> largest School District in the US – Hillsborough County Public Schools.

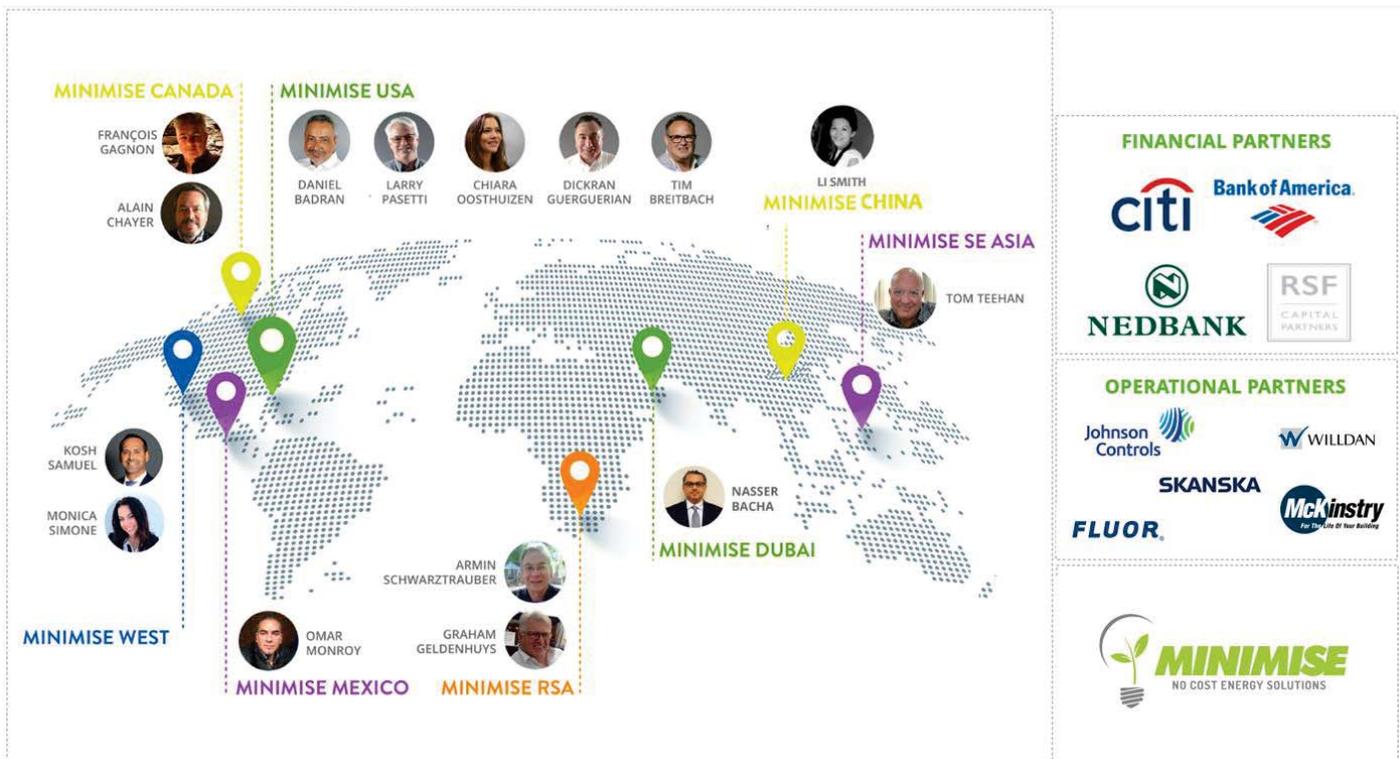
<b>Firm Name:</b>	Minimise USA LLC
<b>Tax ID:</b>	453747037
<b>Headquarter Address:</b>	2202 N West Shore Blvd. Suite 200 Tampa, FL 33607
<b>Authorized Contact Information:</b>	Chief Executive Officer: Daniel Badran Email: <a href="mailto:daniel.badran@minimiseusa.com">daniel.badran@minimiseusa.com</a> Direct: (407) 446-7777 Toll Free: (888) 841-1840



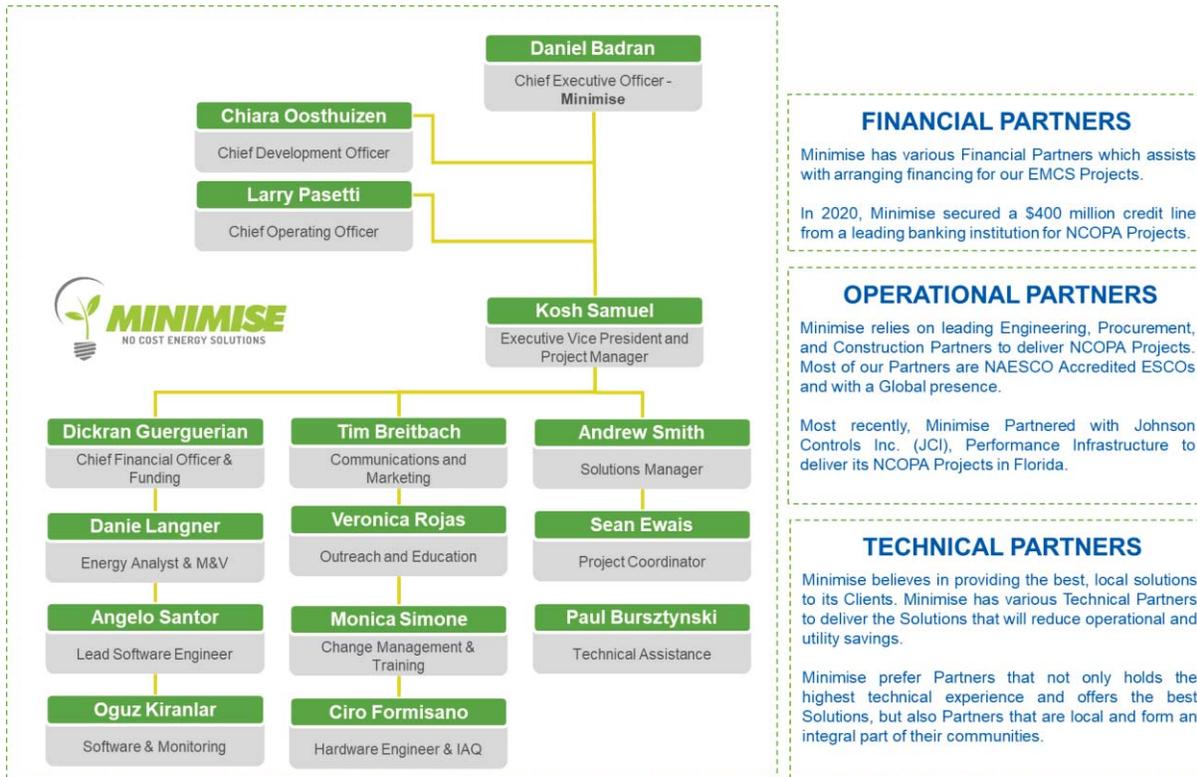
## 1.2. Project Team & Structure

Minimise USA LLC (Minimise) was established over 10-years ago, to positively disrupt the Energy Efficiency Space. Minimise identified that Public Sector entities found it harder and harder to fund energy upgrades and often had to wait for over 15-years to benefit or reap the positive result of such savings. As such, Minimise created the *No Capital Outlay Plan Agreement (NCOPA)*. The *No Capital Outlay Plan Agreement (NCOPA)* was designed specifically for public sector entities that could not fund energy upgrades due to budget constraints and/or high levels of debt. Minimise provided this unique energy program to Hillsborough County Public Schools (HCPS), recently to the Panhandle Area Educational Consortium (PAEC) through the Florida Buy State Cooperative Purchasing (Florida Buy) as well as with the Arizona Department of Administration (ADOA).

As a Global Company, Minimise operates in seven (7) countries and Partners with various institutions across the Global to deliver our EMCSP. Provided is an overview of our Global Operation and Previous and/or Current Partners.



To deliver our Energy Management and Conservation Services Programs (EMCSP), Minimise heavily relies on various Partners to deliver the work as smoothly, cost-effective, and of the highest standard across the US. Provided below is Minimise' Organizational Structure for our EMCSP or ESPC.



Minimise will Partner with its Financial, Operational, and Technical Partners as the specific Project requires and to ensure scalability and performance. Each Project delivery team would be made up to provide the Client with best-in-class energy funding solutions, unparalleled engineering, performance, and construction excellence, highest caliber post-implementation ongoing O&M and services, and a local, continuous presence.

Minimise’ Operational and Technical Partners must be accredited by Energy Affiliations such as the Association of Energy Engineers (AEE), Department of Energy (DOE) Qualified ESCOs, National Association of Energy Service Companies (NAESCO) and upholds International Organization for Standardizations (ISO). Further, all Partners will be required to hold the appropriate Bonding Capacities, Performance Bonds, Insurances, and Professional Registrations and Licenses.

In most cases, Minimise’ Operational Partners will not only deliver the Design, Engineering, and Implementation of Facility Improvement Measures (FIMs) that will provide energy and operational savings, but will also be responsible for a Full, Premium, and Comprehensive Services Contract and Performance Guarantees. Minimise’ inhouse Measurement and Verification Professionals and its Performance Team will then oversee the Project Performance and ensure associated Guarantees are met, for the term.

Minimise and its Partners are dedicated to not only delivering projects on time, per customer satisfaction but also building on a true Partnership with the Client. For the duration of our relationship with the Client, the Partnership will be an “eyes on, minds-on, and hands-on” Partnership, where Minimise will always work to uncover savings anywhere and everywhere possible.



## Strategical Partner in Texas

Minimise has recently joined forces with LOMAH Solutions LLC (LOMAH) in Texas, as well as the Midwest. LOMAH is a registered TIPS Vendor and holds an active contract for Energy & Water Efficiency (20100201/20100202 JOC).

Minimise and LOMAH have formed a Partnership, focusing specifically on Texas, and bringing the *No Capital Outlay Partnership Agreement (NCOPA)* to Public Entities. LOMAH is a Sales and Marketing company which makes them a perfect fit for Minimise' vision to implement Energy Management and Conservation Services Projects.



LOMAH's team consists of Scott Graham the Founder and CEO along with various strategic Channel Partners throughout the US that are listed below. With over 30 years of experience, Scott has a unique ability to form strategic partnerships with many different types of people and entities. LOMAH has 4 key foundational values: Trust, Relationships, Transparency, and Results. Scott wakes up every day with a passion to help **'Bring Solutions to Light!'**

### STRATEGIC Partnerships:

1. **Allen Garner** - a former Texas school superintendent with more than 31 years of experience in education. Allen served as superintendent for 17 years in two successful school districts. During those years, he learned the importance of putting more money back into the classroom for students by implementing best practices for safe and efficient school facilities. Allen has provided leadership for successful energy management by lowering energy costs through improved HVAC, lighting, controls, electricity procurement, and solar.
2. **Dorothy Allan** - is the owner of Allan Retail Group providing retail strategies for America's leading brands and retailers including 7 Eleven, Kroger, Target, Walmart, Hershey, PepsiCo, Kraft, and others. She is a former NACS member. Allan Retail Group partnered with LOMAH Solutions to bring sustainable energy solutions to long-held relationships across FDMX and Consumer Electronics. Her commercial real estate agency helps clients and property managers improve building performance through energy efficiency. Dorothy is also a Commercial Realtor with Keller Williams.
3. **John Davis** – the owner of Davis Athletics. He provides the finest, custom-designed, and manufactured facilities improvement equipment in the industry throughout WV, KY, OH, PA, MD, and VA.
4. **Jason Read** – is new to LOMAH and will be focusing on Ohio.

LOMAH has previous experience in Energy Efficiency, Strategic Partnerships, and working within Purchasing Cooperatives. LOMAH is very pleased to be working with Minimise Global a company dedicated to helping bring solutions to light for every existing and future customer.



### 1.3. Resumes

Provide below are abbreviated resumes for key personnel that will be involved in the Project. Additional personnel qualifications and resumes can be provided upon request.

<b>1</b>	<b>Name:</b>	Daniel Badran
	<b>Position/Title:</b>	Chief Executive Officer – Minimise
	<b>Primary Functions:</b>	Daniel will oversee all executive decisions related to the project. Daniel will be leading the entire Project Team to ensure complete delivery of Project Deliverables. Daniel will also ensure the project is funded through the destructive No Capital Outlay Partnership Agreement (NCOPA).
	<b>Experience:</b>	Daniel has reshaped the Energy Efficiency as a Service (EEaaS) industry through the disruptive No Capital Outlay Partnership Agreement (NCOPA). Daniel has 15 years of experience in Energy Conservation Management, Biofuel, Alternative Fuels, and the Funding Sector. Coming into the Energy Management and Conservation Services space in 2008, Daniel brought much the same attitudes with him from the Alternative Fuels Sector. Armed with a unique financial model, which Daniel pioneered, for funding projects in the energy efficiency space, Daniel spearheaded the effort to marry the world’s heavyweights in financing with the burgeoning renewable energy and infrastructure industry. Through his international reach, Daniel partnered with large global investment banks and capital markets firms in the UK, Switzerland, Hong Kong, and the USA to syndicate funding with a bandwidth of capital ranging from hundreds of millions up to a staggering \$130 billion.
	<b>Education &amp; Licenses</b>	Bachelor of Arts, 1984, Kent State University

<b>2</b>	<b>Name:</b>	Chiara Oosthuizen
	<b>Position/Title:</b>	Chief Development Officer – Minimise
	<b>Primary Functions:</b>	Chief Development Officer
	<b>Experience:</b>	As a qualified Civil Engineer, Chiara has a strong skill set to solve complex problems on a technical and analytical level. Additionally, her Engineering Management Master’s Degree has given her the groundwork to look at problems from a managerial perspective.  Chiara has experience in Energy Management and Conservation Service Industry. Most notably, Chiara leads Change Management Solutions where she prepares, supports, and helps individuals and organizations modify behavior, technology, and knowledge to maximize profits, efficiency, accountability, and morale.
	<b>Education &amp; Licenses</b>	Master of Engineering/Industrial Management (M.Eng.) (Cum Laude), University of Stellenbosch. Bachelor of Engineering (B.Eng.) – Civil Engineering, University of Stellenbosch



<b>3</b>	<b>Name:</b>	Lawrence (Larry) Pasetti
<b>Position/Title:</b>		Chief Operating Officer – Minimise
<b>Primary Functions:</b>		Chief Operating Officer
<b>Experience:</b>		<p>Larry is a 3rd generation craftsman with over 30 years of experience in the electrical industry. He maintains active licenses as an Electrical Contractor in Florida, Georgia, and North Carolina.</p> <p>Larry also has extensive experience in K-12, higher education, recreational facilities, central energy plants, aviation, office, restaurant, retail, parking, multi-family, healthcare, labs, and water treatment facilities.</p> <p>Some of Larry’s completed projects include:</p> <p><b>TIA STORAGE &amp; MAINTENANCE FACILITY - Tampa, FL</b>  Complete electrical installation for new Storage &amp; Maintenance Facility at Tampa International Airport / \$850,000 / 2017</p> <p><b>COLUTES RESIDENTIAL PROJECT - Odessa, FL</b>  Electrical design and construction installation for new 21,000-SF residential house / \$345,000 / 2017</p> <p><b>HCPS EDISON ELEMENTARY SCHOOL, ELECTRICAL UPGRADES - Tampa, FL</b>  Upgrades to existing historic school / \$490,400 / 2017</p> <p><b>HILLSBOROUGH COMMUNITY COLLEGE, YBOR CAMPUS, YPST MEDICAL CODING CLASSROOM RENOVATION - Tampa, FL</b>  Classroom renovation, approx. 5,000-SF / \$27,058 / 2017</p> <p><b>STRYKER ORTHOPEDICS OFFICE REMODEL - Tampa, FL</b>  Remodel of existing office, approx. 30,000-SF / \$72,950 / 2017</p> <p><b>SOUTH FLORIDA BAPTIST HOSPITAL, POWER SYSTEMS - Plant City, FL</b>  Power systems for existing OR &amp; Critical ISO / \$5,940 / 2017</p> <p><b>KUHN MAZDA, GARAGE MODIFICATIONS - Tampa, FL</b>  Modifications included upgrades to the existing electrical panel, providing additional outlets, and other improvements / \$8,200 / 2017</p> <p><b>TIA AIRSIDE “A”, BURGER 21 RESTAURANT - Tampa, FL</b>  Provide various electrical services for new concessions restaurant including circuit breakers, meters, modifications to feeds, new transformers, etc. / \$47,400 / 2017</p>
<b>Education &amp; Licenses</b>		<p>Electrical Apprenticeship Program at State of Florida Department of Labor &amp; Employment Security.</p> <p>Association of Safety Councils’ Program, Certified Advanced Safety Management.</p> <p>Active Electrical Contractor in Florida, Georgia, and North Carolina.</p> <p>Association of Builders &amp; Contractors Institution.</p> <p>Amer. Safety &amp; Health Inst.</p> <p>Amer. Inst. of Architects (AIA)</p> <p>Independent Elect. Contractor Association (IEC)</p> <p>International Association Electrical Inspectors (IASI)</p> <p>Initial Life Support Foundation</p> <p>Occupational Safety &amp; Health Council</p> <p>Tampa Area Safety Council</p>



<b>4</b>	<b>Name:</b>	Kosh Samuel
	<b>Position/Title:</b>	Executive Vice President – Minimise
	<b>Primary Functions:</b>	Project Manager
	<b>Experience:</b>	<p>Kosh Samuel has more than 15 years of end-to-end client engagement and management experience in energy and facility infrastructure encompasses \$250m in projects. Kosh brings in-depth expertise in communication strategies across complex projects and risk management analysis. He also has Fortune 100 leadership experience in bringing multiple stakeholders across various organizations together while expediting delivery at all project stages.</p> <p>He has implemented lighting upgrades (interior LED, and yard security lighting), HVAC improvements (efficiency and controls), and significant water conservation measures (water timers, low flow/aeration, temperature control). As well, he understands that community engagement is a critical component in sharing the correctional facility’s stewardship to the community. His holistic approach also includes Public Relations and community outreach strategies. For example, he spearheaded a comprehensive facility-wide energy infrastructure upgrade at Racine Correctional Institution in Racine, Wisconsin that included interior/exterior/security lighting, HVAC/Controls, wide-ranging water conservation measures, and community PR/outreach program.</p>
	<b>Education &amp; Licenses</b>	Bachelor of Science, Biomedical Engineering, University of South California.

<b>5</b>	<b>Name:</b>	Danie Langner
	<b>Position/Title:</b>	Energy Analyst – Minimise
	<b>Primary Functions:</b>	Energy Analyst and M&V
	<b>Experience:</b>	<p>As an engineer, Danie has extensive experience in the public, private, and industrial energy management sectors. As a Certified Measurement and Verification Professional (CMVP), Danie has been instrumental to provide M&amp;V to Minimise’ Projects. Danie also has experience in conducting facility audits, performance monitoring, project management, and capital cost reduction projects.</p> <p>Danie will act as an energy analyst for the Project. Danie will oversee Measurement and Verification where he will baseline current energy use, compile and submit M&amp;V Proposals and As-Builts, and calculate energy savings</p>
	<b>Education &amp; Licenses</b>	Master of Engineering, Chemical Engineering, Northwest University. Bachelor of Engineering, Chemical Engineering, Northwest University. Certified Measurement and Verification Professional (No. 92813)

<b>6</b>	<b>Name:</b>	Sean Ewais
	<b>Position/Title:</b>	Project Coordinator – Minimise
	<b>Primary Functions:</b>	Project Coordinator
	<b>Experience:</b>	Sean is well-versed in all aspects of project operations with over 12 years of experience in energy conservation applications, energy solar generation, thermal heating systems, and Waste-T-Energy systems (using the conventional Pyrolysis technique). Prior to being a member of the Charter Leadership Team who established Minimise USA, Sean served as the CEO of an International Company, based in Kuwait, providing engineering services to various sectors.



	Mr. Ewais has been instrumental in the successful completion of our pilot installs and supporting an energy-saving application for power factor optimization for inductive loads. Sean possesses a deep understanding of power systems, calculating energy consumption, and facilitating retrofit designs for energy solutions to enhance energy efficiency for commercial buildings.
<b>Education &amp; Licenses</b>	Associates Degree in Science Cuyahoga Community College/ Cleveland State University PV Certification/ V8 Engineering

<b>7</b>	Andrew Smith
<b>Position/Title:</b>	Engineering Consultant – Minimise USA
<b>Primary Functions:</b>	Andrew will provide Lighting Specification and Design to Local and National codes along with Engineering Design Modelling and Services.
<b>Experience:</b>	Andrew is a UK national and for the last 35 years has worked in all 5 continents in the fields of energy and carbon reduction. Specializing in Commercial and Industrial Lighting Design, HVAC, Energy, and Power Metering, and Electric Motor Control Equipment Design. For the last 11 years, Andrew was Technical Director at Best Energy, the UK-based Energy Efficiency Specialist.
<b>Education, licenses, and/or affiliations</b>	BSc. Electrical Engineering – Univ. Nottingham UK MIEE

<b>8</b>	Tim Breitbach
<b>Position/Title:</b>	Chief Marketing and Communication Officer
<b>Primary Functions:</b>	Tim will be responsible for community and governmental engagements to enhance energy efficiency and sustainability strategies, local, regional, and national media engagement to promote Client success stories, and project communication.
<b>Experience:</b>	Tim Breitbach is the Chief Marketing and Communications Officer for Minimise Global. His experience across all marketing media as well as an original content creator positions him to deliver results for the company. Tim's background includes award-winning copywriting for advertising heavyweights Foote, Cone & Belding, Young & Rubicam, and DDB Needham Worldwide. As his experience grew, he opened his shingle - Asylum - based in the SF Bay Area, focused on delivering content solutions for clients using long-format storytelling. Those clients included Levi-Strauss, dozens of dot-com startups, a myriad of tech clients, and regional healthcare systems across the United States. It was during this time that Tim first started working with Minimise CEO Daniel Badran, delivering innovative marketing solutions for his entrepreneurial endeavors.
<b>Education, licenses, and/or affiliations</b>	Bachelor of Arts, JLMC, Iowa State University



<b>9</b>	Nasser Bacha
<b>Position/Title:</b>	Lead Solution Developer
<b>Primary Functions:</b>	Research Lead
<b>Experience:</b>	<p>Nasser has over 15 years of experience in the Oil and Gas Sector as well as Energy Management. Nasser started as a sales engineer and worked his way up to become a regional sales director and country managing director. Nasser has extensive experience in the development and implementation of annual strategic plans and annual budgets of large corporations.</p> <p>Nasser has strong business development, networking, and engineering acumen. Nasser is the Lead Solutions Developer where he advises Minimise Clients on energy-saving solutions. Nasser drives energy efficiency, sustainability, and carbon emission reduction strategies for Minimise Global.</p>
<b>Education, licenses, and/or affiliations</b>	Bachelor's Degree in mechanical engineering – Cleveland State University



## 1.4. Experience & References

### Minimise USA

#### 1. Hillsborough County Public Schools

Minimise was awarded a 25-year NCOPA to provide Energy Management and Conservation Services Hillsborough County Public Schools (HCPS) – Metro Tampa, FL.



HCPS then, the 8<sup>th</sup> largest and now the 7<sup>th</sup> largest school district in the United States. HCPS contracted with Minimise to manage schools and buildings spread across over 274 sites, 26 million square feet of real estate in a 50 miles radius.

In conjunction with Minimise and its partners, HCPS developed the Energy Management and Conservation Services Project (EMCSP) to address the significant cost and the deterioration of its energy infrastructure. HCPS entered a contract with Minimise under the “No Capital Outlay Partnership Agreement” (NCOPA), to fulfill its mandate for the EMCSP. This 25-year contract was designed to improve energy efficiency across HCPS and is paid for solely through the Guaranteed Monthly Payments (GMPs) derived from and generated by reductions in energy consumption and maintenance expenditure – without one-cent allocated/spent from the district’s budget!

*Hillsborough County Public Schools contracted with Minimise to manage 274 sites, and 26 million square feet... the 7<sup>th</sup> largest school district in the United States!*

This innovative program reduces overall energy consumption and energy costs (one of the largest aspects of HCPS’ annual budget) by completely revamping each site and implementing solutions that include, but are not limited to the following:

- Energy-management solutions;
- New interior and exterior LED lighting systems;
- BMS optimization;
- Water efficiency improvements;
- New high-efficiency HVAC solutions; and
- Rooftop and ground mount (when possible) solar power generation.

*Paid for by reductions in energy consumption and maintenance expenditure!*

HCPS spent more than \$35million per year with its local electric utility and spent similar annual dollar outlays on the maintenance of its ageing infrastructure. HCPS had 494 active electricity accounts that service 274 facilities; the total electricity consumption is approximately 320 GWh per year, with a maximum demand of approximately 110 MW and an average capacity factor of 33%.

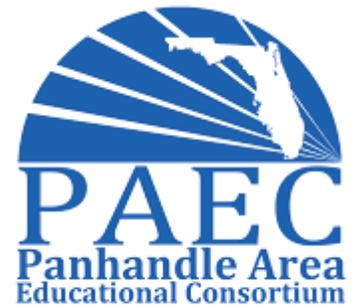
#### 2. Panhandle Area Educational Consortium & Holmes District



The Panhandle Area Educational Consortium (PAEC) is one of three (3) Educational Consortia in Florida, the other two being Northeast Florida Educational Consortium (NEFEC) and Heartland Educational Consortium (HEC). PAEC is an organization created by Florida's Legislature to serve the small, rural school districts in the Florida Panhandle and serves under the Florida Buy State Cooperative Purchasing (Florida Buy). PAEC serves fourteen (14) school districts in Florida, comprising 140 facilities and annual energy spend of over \$12 million per annum.



PAEC floated an RFP for LED Lighting and Energy Efficiency Solutions in 2020. Minimise submitted a proposal that included the No Capital Outlay Partnership Agreement (NCOPA), and the RFP was awarded to Minimise. The review committee has recommended Minimise be awarded the contract based on the premise of the NCOPA to be Florida Buy's sole Energy Efficiency as a Service (EEaaS) Vendor.



Minimise is currently not only pursuing the fourteen (14) PAEC Member School Districts, but over thirty (30) other Florida State Agencies as part of Florida Buy's Energy Efficiency Program.

### Holmes District School Board

In 2021, Minimise has performed, alongside Johnson Controls Inc., a Needs Assessment at Holmes District Schools. Minimise has also installed real-time energy monitoring equipment at the school district.

Minimise will implement an Energy Management and Conservation Services Program (EMCSP) at HDSB. It is estimated that through the nearly \$16.4 million investment package, Minimise will reduce the School District's energy and operational expenditure by over \$531,000 per year. The EMCSP will be backed by performance guarantees and a Full Services Contract for the term. Facility Improvement Measures to be implemented include,



- Lighting Upgrades to LED as well as Lighting Controls,
- Building Envelope,
- Energy Management System Installations,
- Wi-Fi Thermostat Installations,
- Cooling Tower and Pump Replacements,
- Water Source Heat Pump Replacements,
- Package Unit Replacement,
- Heat Pump Split System Replacement,
- Outside Air/Heat Recovery and Make-Up Air Unit Replacement, and
- Solar PV Installations.



Minimise is currently in the approval stages for the implementation of the FIMs and is on track to start implementation in Q2 of 2022.

### 3. Arizona Department of Administration & Phoenix Elementary School District

Arizona Department of Administration (ADOA) awarded Minimise a Solar Energy Systems Contract, in November 2020, to design, install, operate, and maintain solar energy systems at over 125 state agencies – which has over 845 Active Cooperative Members throughout the state. Minimise was one of seven total companies awarded the RFP for a massive statewide, municipal, and government building rollout. What makes Minimise unique to the other companies is only Minimise has the *NCOPA - No Capital Outlay Partnership Agreement*.



To the ADOA contract, the NCOPA has three incredibly unique components. 1) All solar upgrades would be at no cost, never a loan, never a lease, never a threat of returned equipment as a form of collateral. 2) Minimise Reduce Before You Produce approach right sizes the amount of solar needed by first cutting down on waste with other energy efficiency solutions. 3) Minimise was the only company that includes Prepaid Savings effectively providing capital for use in areas solely of the client’s discretion. These are three positive industry-disrupting factors that positioned Minimise as a market leader in AZ.

Minimise presented to Arizona Department of Administration, a proposal like the one presented here 1) Reducing energy consumption through an Energy Management and Conservation Services Program, and 2) Producing renewable energy through the installation of Solar Energy Systems. Solar Energy Systems will include a variety of systems such as roof-mounted, carport, ground-mounted PV, etc.

Minimise is actively presenting the *No Capital Outlay Partnership Agreement (NCOPA)* to State Agencies not only offering Energy Management and Conservation Services Programs as Energy Efficiency as a Service (EEaaS), but also Solar Energy Systems in the form of Energy as a Service (EaaS) at 1) no cost, 2) with prepaid savings, and 3) operation and maintenance programs for the term.

In early 2022, Minimise conducted an Initial Needs Assessment at Phoenix Elementary School District (PESD). Preliminary findings indicate that the school requires the following Facility Improvement Measures (FIMs) and Minimise shall propose the same to PESD.



- Lighting Upgrades & Controls,
- Building Management Systems to improve control of HVAC equipment,
- HVAC Upgrades, and
- Solar PV as five (5) sites.

Minimise will provide the District with performance guarantees and a full Services Contract, all funded from savings, for the term.



Provided below is a list of Minimise' References.

1.

**Client name:** Hillsborough County Public Schools  
**Address:** 901 East Kennedy Boulevard, Tampa, Florida 33602 USA  
**Services Provided:** Energy Efficiency Solutions Program  
**Date(s)of services:** September 2017 to present  
**Contact Name & Title:** Ms. Gretchen Saunders, Former Chief Business Officer  
**Phone No:** (813) 272-4383  
**Email Address:** [gretchen.saunders@stjohns.k12.fl.us](mailto:gretchen.saunders@stjohns.k12.fl.us)

2.

**Client Name:** Hillsborough County Public Schools  
**Address:** 901 East Kennedy Boulevard, Tampa, Florida 33602 USA  
**Services Provided:** Energy Efficiency Solutions Program  
**Date(s)of services:** September 2017 to present  
**Contact Name & Title:** Mr. Corey A. Murphy, General Manager of Procurement Services  
**Phone No:** (813) 272-4374  
**Email Address:** [corey.murphy@sdhc.k12.fl.us](mailto:corey.murphy@sdhc.k12.fl.us)

3.

**Client Name:** Panhandle Area Educational Consortium  
**Address:** 753 West Blvd., Chipley, FL, 32428  
**Services Provided:** Energy Efficiency as a Service Provider  
**Date(s)of services:** October 2020 – present  
**Contact Name & Title:** Larche Hardy, Director of Florida Buy State Cooperative Purchasing  
**Phone No:** (813) 806-0096  
**Email Address:** [Larche.hardy@paec.org](mailto:Larche.hardy@paec.org)

4.

**Client Name:** The Docobo Corporation  
**Address:** 5425 West Crenshaw, Tampa FL 33634  
**Services Provided:** Energy Management & Conservation Services (LED Lighting, HVAC Upgrades, Solar)  
**Date(s)of services:** January 2016 to January 2020  
**Contact Name & Title:** Albert Docobo, Pres  
**Phone No:** (813) 806-0096  
**Email Address:** [Albert.Docobo@thedocobocorporation.com](mailto:Albert.Docobo@thedocobocorporation.com)



5.

<b>Client Name:</b>	<b>Atlantic Wind &amp; Solar Inc</b>
<b>Address:</b>	4600 140th Ave. North Ste 190, Clearwater, FL 33762
<b>Services Provided:</b>	Energy Management & Conservation Services (LED, HVAC Upgrades, Controls)
<b>Date(s) of services:</b>	April 2017 to May 2020
<b>Contact Name &amp; Title:</b>	Donald Hinst, CEO
<b>Phone No:</b>	(813) 786-4965
<b>Email Address:</b>	<a href="mailto:dhinst@kbius.com">dhinst@kbius.com</a>

6.

<b>Client Name:</b>	<b>Holmes District School Board – EMCS Project in Progress</b>
<b>Address:</b>	701 East Pennsylvania Ave., Bonifay, FL, 32425
<b>Services Provided:</b>	Minimise and Holmes District executed a No Capital Outlay Partnership Agreement (NCOPA) in 2021. Minimise has performed an Investment Grade Audit (IGA) and is in negotiation with the District to install Facility Improvement Measures (FIMs) identified, which includes but not limited to, Lighting, Building Controls, Building Envelope, HVAC Upgrades, Fresh Air Unit Replacements, Solar PV, and Energy Monitoring.
<b>Dates of Services:</b>	Sept 2020 – Present
<b>Contact Name &amp; Title:</b>	Brian Morgan, Director of Facilities
<b>Email Address:</b>	<a href="mailto:Brian.morgan@hdsb.org">Brian.morgan@hdsb.org</a>



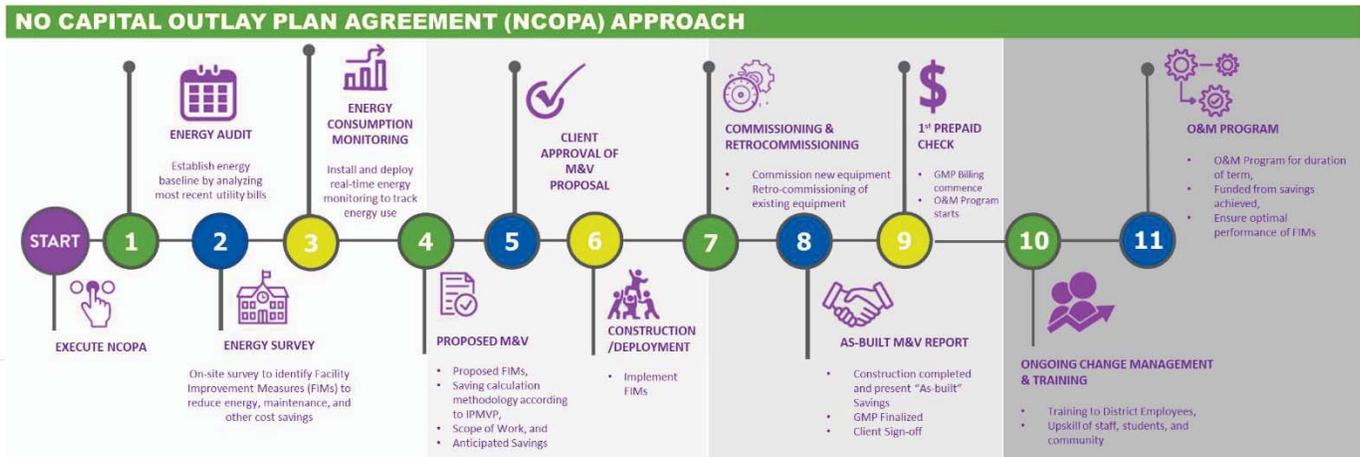
## 2. PROJECT DELIVERY AND IMPLEMENTATION APPROACH

Minimise will deliver an Energy Management and Conservation Services Project (EMCSP), also conventionally referred to as an Energy Savings Performance Contract (ESPC), through its *No Capital Outlay Partnership Agreement (NCOPA)*. The NCOPA is discussed in more detail in [Section 4](#).

Minimise’ funding structure is unique in the sense that the Client has No Capital Outlay for any energy services. The No Capital Outlay Partnership Agreement (NCOPA) does not only deliver customized energy technologies to reduce energy waste but delivers it at **no cost, with prepaid savings, as well as operation and maintenance (O&M) programs (which includes Performance Guarantees) for the term.**

All capital expenditure for Minimise solutions would be funded through an investment package for the implementation of the NCOPA. This investment package would combine equity and construction financing from an institutional lender backed by the Guaranteed Monthly Payments, derived from actual savings achieved, as agreed in the NCOPA, and outlined in the Proposal. This investment package would not be a Loan or a Lease from the perspective of the Client. It would be an agreement backed by the Guaranteed Monthly Payments made by the Client.

Minimise’ *No Capital Outlay Partnership Agreement (NCOPA)* is illustrated below and discussed in the following Sections.





## Site assessments

Minimise takes a holistic approach to understand how energy impacts a facility's operating costs, what the needs are, and what the future could hold. Therefore, as the first action in the EMCSP's plan, Minimise will initiate is an **ANALYZE** Phase. Minimise has a three (3) step approach in the **ANALYZE** Phase of the **NCOPA** to assess existing building conditions. The **ANALYZE** Phase is the step that will identify, propose, and quantify at least seventeen percent (17%) savings.

- 1) **Paper Audits** – Review previous utility bills and facility infrastructure to benchmark facilities, identify billing errors (if any), establish energy use patterns, define an energy baseline, and present a high-level opportunity to the Client.
- 2) **Real-time monitoring** – Real-time monitoring is a unique feature of Minimise' EMCSP. Not only is real-time data used to abide by the International Performance Measurement and Verification Protocols (IPMVP), but it also assists Minimise and the Client to better understand and identify energy-saving opportunities. Many ESCOs fail to look at energy in real-time, and often only focus on historical data.

Minimise will install permanent, real-time energy monitoring equipment at each facility – at **no cost** to the Client. Energy cannot be saved unless it is monitored, understood, and investigated. Minimise does not only believe in making the invisible visible but also acting upon it and taking corrective measures to improve infrastructure performance.

- 3) **Investment Grade Audit (IGA)** – Minimise will carry out on-site IGAs to identify energy waste, energy infrastructure inefficiencies, Facility Improvement Measures (FIMs), and other cost savings. IGAs mostly follow ASHRAE Level II Standards, Methods, and Protocols. IGAs will be conducted by accredited, certified personnel according to national and international standards. Minimise will also engage with the Client's staff and stakeholders to understand energy trends, energy infrastructure, and best practices.

Once Minimise has completed the **ANALYZE** Phase, we will present an M&V Plan and Proposal to the Client – outlining the existing energy baseline, infrastructure improvements needed, projected savings according to International Performance Measurement and Verification Protocols (IPMVP), and a detailed project plan. The **ANALYZE** Phase is essentially the Pre-Development of the project whereby a thorough needs assessment will be done to provide the Client with a detailed action plan to implement FIMs. All three (3) steps mentioned above in the **ANALYZE** Phase come at **NO COST**.

## Project Implementation

Once the Client has accepted the M&V Plan and Proposal which outlines the energy baseline(s), Scope of Work, and Predicted Savings, Minimise will start an Engineering and Design Phase. Facility Improvement Measures (FIMs) shall be designed, engineered, documented, and proposed to the Client. Our professional engineers will complete the project design, create bid specifications (as needed), provide construction management, and track the project lifecycle.



Minimise has no allegiances to any product, brand, or service vendors. We are completely technology agnostic and engineer the project to meet the Client’s satisfaction and to maximize savings. Our equipment selection is based on various factors, but consists of, but is not limited to:

- ▶ Quality, Performance, and Reliability,
- ▶ Cost,
- ▶ Integration with overall energy conservation project, and
- ▶ Client Preference.

Not only will Minimise fund all capital for FIMs, but we will also manage, oversee, and implement FIMs as agreed to with the Client. In essence, all costs related to Infrastructure Modernization, Upgrades, Project Management, Engineering, Design, and Procurement are covered by Minimise. The Client must spend not one cent of its capital expenditure for project implementation.

The NCOPA will consist of a range of Energy Solutions offered to the Client which includes, but is not limited to, LED Lighting, HVAC modernization, upgrades, and optimization, Energy Management, Change Management, Water Conservation, Indoor Air Quality Improvements through ventilation improvement and monitoring, and lastly renewable energy and possible battery storage.

<b>MINIMISE SOLUTIONS</b>	
<b>1. Lighting Solutions Set – LSS</b>	
LSS1 – Standard indoor LED fixtures	✓
LSS2 – Non-standard indoor LED fixtures	✓
LSS3 – Outdoor LED fixtures	✓
LSS4 – Reduction of Lighting Heat Load on air conditioning systems	✓
LSS5 – Maintenance on LED Lighting	✓
LSS6 – Smart Light Switches	✓
<b>2. Energy Management Solution Set Initiatives – EMSS</b>	
EMSS1 – Smart Scheduling and controls	✓
EMSS2 – Smart Sensors and Switches	✓
EMSS3 – Enhanced HVAC Control Initiatives	✓
EMSS4 – Real-time Energy Monitoring	✓
EMSS5 – Power Conditioning	✓
<b>3. HVAC Solutions Set (mechanical) - HSS</b>	
HSS1 – Replacement of outdated, inefficient HVAC systems	✓
HSS2 – Convert DX to VRF air-conditioners	✓
HSS3 – Plasma air ionization and Outside Air Optimization	✓
HSS4 – Chiller AHU Optimization	✓
HSS5 – Air quality levels and Demand Controlled Ventilation (DCV) Optimization	✓
HSS6 – Other HVAC mechanical Optimization	✓
<b>4. Change Management Solution Set Initiatives – CSS</b>	
CSS1 – Energy Management Performance Monitoring Dashboards	✓
CSS2 – Behavioral Energy Conservation Surveys and Stakeholder Engagement	✓
CSS3 – Energy Awareness Campaign	✓



CSS4 – Media Campaign to promote positive change	✓
<b>5. Water and Water Treatment Optimization and Management</b>	
WSS1 – Water System(s) Optimization and cost reduction	✓
WW2 – Water treatment management	✓
<b>6. Solar and Other Fuel Sources Solutions Set – SSS</b>	
SSS1 – Pilot Program for Solar Deployment	✓
SSS2 – One-fourth deployment of Solar Solution	✓
SSS3 – Second fourth deployment of Solar Solution	✓
SSS4 – Third fourth deployment of Solar Solution	✓
SSS5 – Final deployment of Solar Solution	✓
SSS6 – Alternative Fuels and Fleet Management	✓
<b>7. Other Added Value Items</b>	
OIS1 – Indoor Air Quality	✓
<b>TOTAL COST</b>	<b>ZERO</b>

Project Implementation under the *NCOPA* ranges anything from 6 months to 18 months depending on the FIMs identified in the IGA and M&V Plan and Proposals. Minimise’ construction management protocols, commissioning checklists, and sequencing plans will allow for minimal disruption to the Client’s operations. Furthermore, our Project and Construction Schedules are planned in fine detail, communicated with the Client, and updated regularly to ensure the Client is always up to date and that the Project is delivered on time. Minimise will coordinate with the Client to approve and arrange site access for all on-site work.

### Monitoring and Reporting

Energy cannot be saved unless its usage is understood and monitored. Minimise does not only believe in making the invisible, visible but also acting upon it. Without continuous real-time monitoring and implementation, energy management strategies become fruitless. Minimise will take an active role, throughout the contract duration, to; Monitor, Analyze, and Report measured data. Real-time energy monitoring is made possible through Minimise’ bespoke energy metering solutions and cloud-based platforms.

Through an intuitive real-time interface, each facility will be in the “driver-seat” with a live stream of real-time air quality as well as current energy use which will also allow for an accurate comparison to current utility bills. Being a hands-on partner, Minimise will deploy Energy Mentors (MEMs) at facilities to work hand-in-hand, with the Client’s facilities always on hand to provide specific design answers for additional opportunities on improved HVAC-R, Energy Management, Lighting, Power Generation, etc. that will not only save money but will also enhance the environment for Stakeholders. Minimise and the Client’s Energy Managers, where applicable, will become a unified





team who will work together to ensure energy efficiency across the Client’s facilities.

Minimise uses various systems and reporting structures to monitor, evaluate, and report on project performance in real-time according to IPMVP. Minimise and its Partners will provide the Client’s staff with needed, experienced resources, and assistance to monitor, alert, and improve project performance, not just with Energy Management, but with Indoor Air Quality too.

The NCOPA includes training on all technologies: how to respond to IoT alerts, equipment maintenance prediction, call center integration, good stewardship, and behavioral change.

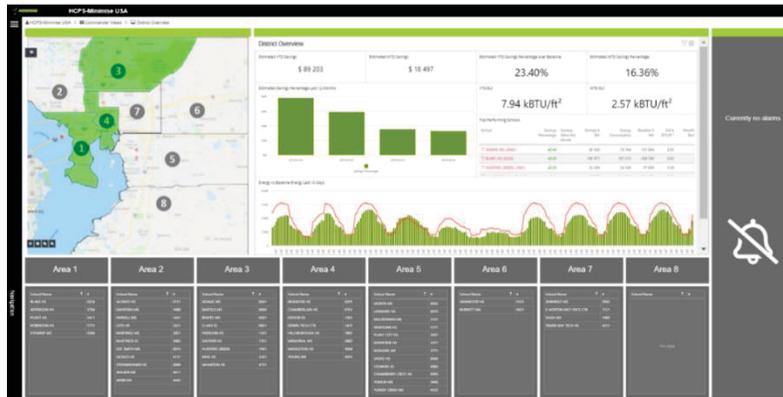
### Dashboard for the Different Stakeholder

#### Facilities Overview

Purpose – Consolidated overview of information for all facilities.

This overview includes the following:

- Historical reports that indicate the amount of savings over a specified period,
- Historical reports that indicate the amount of usage over a specified period,
- Baseline kWh and actual usage kWh, and
- Listing of all facilities and ability to drill down into each area.



*Note: this can be changed and customized upon request*

#### Area View

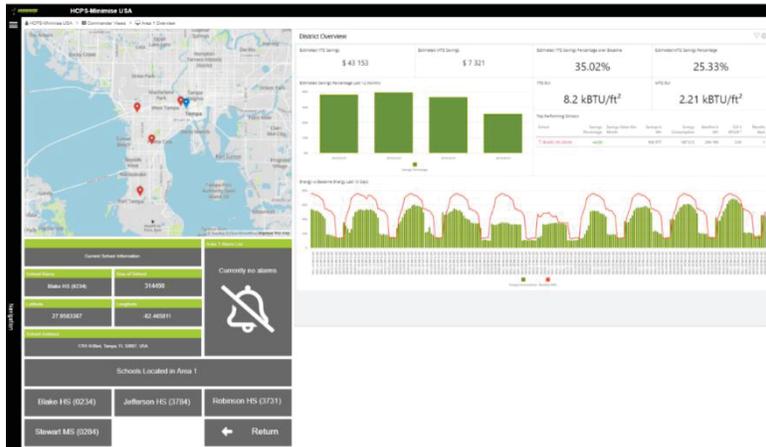
Purpose – Consolidated overview of information for all facilities.

This overview includes the following:

- Historical reports that indicate the amount of savings over a specified period,
- Historical reports that indicate the amount of usage over a specified period,
- Baseline kWh and actual usage kWh,
- Listing of all facilities and ability to drill down into each facility,



- Ability to click on the facility’s icon to see the summarized information.



*Note: this can be changed and customized upon request*

### Facility View

Purpose – Consolidated overview of information for a specific facility.

This view includes the following:

- Historical reports that indicate the amount of savings over a specified period,
- Historical reports that indicate the amount of usage over a specified period,
- Baseline kWh and actual usage kWh,
- Listing of all facilities and ability to drill down into each building,
- Ability to click on the building tiles to see the summarized facility information,
- Ability to drill down into each building’s BMS schedule.



*Note: this can be changed and customized upon request*

### Floor View

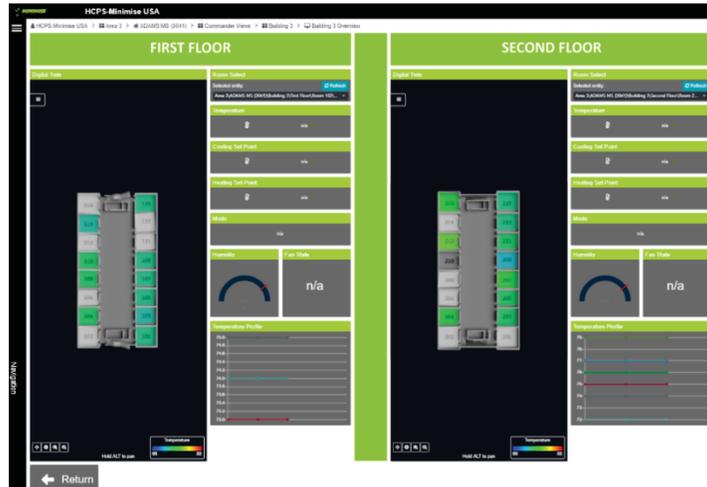
Purpose – Consolidated overview of information for the different floors within a building.

This view includes the following:

- Overall temperature per floor,
- Historical reports that indicate the amount of savings over a specified period,
- Historical reports that indicate the amount of usage over a specified period,
- Baseline kWh and actual usage kWh,
- Listing of all facilities and ability to drill down into each building,
- Ability to click on the building tiles to see the summarized facility information,



- Ability to drill down into each building’s BMS schedule.

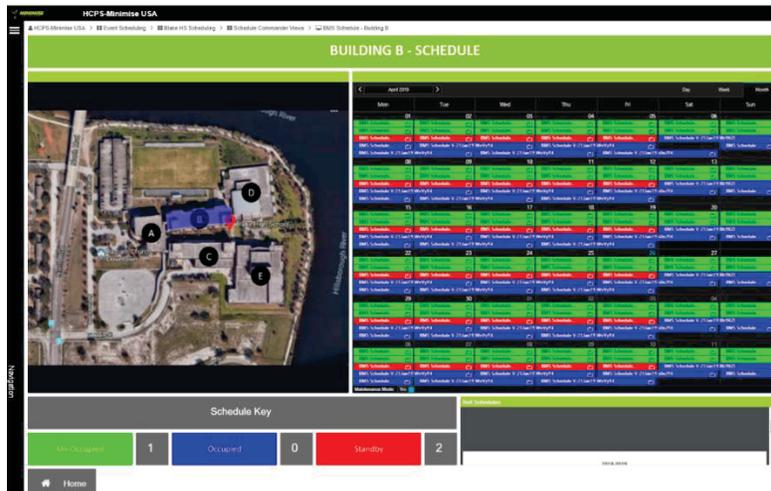


*Note: this can be changed and customized upon request*

### **BMS Scheduling**

Purpose – Manage the different schedules for the facilities. Below is a monthly view. This view includes the following:

- Display modes of the schedule (occupied, unoccupied, and standby),
- Ability to change between day, week, and month,
- Ability to change the schedule for the BMS system.



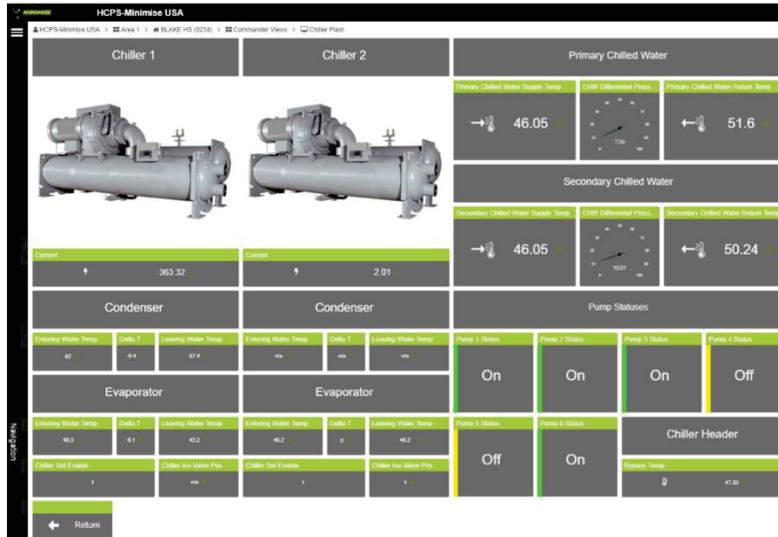
*Note: this can be changed and customized upon request*

### **Equipment Detailed View**

Purpose – Detailed view of the selected equipment pieces (e.g., chillers). This view includes the following:



- Display details about the equipment piece.



*Note: this can be changed and customized upon request*

Further, the COVID-19 pandemic has sent the world into isolation, and now, employees and building occupants across the nation have begun the process of returning to their normal places of work and learning, but with little experience in dealing with this new enemy, adopting a ‘new normal’ presents its challenges.

Minimise recommends achieving adequate occupant comfort levels through Heating, Ventilation, and Air Conditioning (HVAC) systems. Very few buildings in the United States have operable windows and mostly rely on some sort of HVAC system. Furthermore, HVAC systems typically have their controls based on two parameters: temperature, and occupancy. Modernizing HVAC systems also allows for substantial savings in energy consumption.

Indoor Air Quality (IAQ) correlates strongly with HVAC operation and efficiency. An IAQ Program will promote indoor comfort, productivity, and minimize people’s exposure to pollutants. Personnel can prove acceptable heating, cooling, and ventilation by measuring IAQ parameters and acting upon those measurements accordingly.

Minimise’ IAQ Monitoring Solution can measure and report IAQ and makes the necessary improvements in real-time. Provided below is an example of the three (3) most common IAQ parameters displayed on Minimise’ Energy Management Platform.



If parameters exceed thresholds, then the system produces alerts. Minimise' Internet of Things (IoT) and Artificial Intelligence (AI) technologies can make changes to the existing Building Management System (BMS) to correct any alerts. The system provides a twofold benefit:

- Improved IAQ resulting in occupant comfort and health through necessary adjustments.
- The system provides better HVAC controls which will result in energy savings.

**MINIMISE**  
 NO COST ENERGY SOLUTIONS

- Real-time monitoring
- Energy Analysis
- Equipment Analysis
- Identify Savings
- Budget & Forecast
- Alerts & Notifications
- Cloud & Local Based
- Make the invisible, visible
- Safe, secure & reliable



## Turnover Process

As soon as Project Implementation is completed, Minimise will present an M&V As-Built Report to the Client. The M&V As-Built Report shall provide the Client with real, measured, and verified savings, per International Performance Measurement and Verification Protocols (IPMVP), achieved through the implementation of FIMs. However, at Project Implementation completion Minimise' work continues to ensure performance is met and equipment is performing as intended.

Minimise will also spearhead the process of securing available rebates, tax credits, and any other utility incentives from the Energy Management and Conservation Services Project once the installation is completed and the same can be applied for.

At the completion of the Implementation and Commissioning Phase, Minimise' Operation and Maintenance (O&M) Program will commence. Part and parcel of Minimise' **No Capital Outlay Partnership Agreement (NCOPA)** is O&M Programs for the duration of the contract – funded from real, measured, and verified savings. Minimise will maintain and operate, alongside Client staff, all equipment installed for the duration of the contract, therefore lessening the Client's O&M burden. Client personnel shall be trained, upskill staff normally responsible for performing O&M duties. The O&M Program will see a large portion of capital savings, being reinvested into energy infrastructure to ensure it performs at levels of excellence and is as efficient as possible. The O&M Program is also accompanied by Performance Guarantees, typically issued, and overseen by the Operational Partners or Engineering, Procurement and Construction (EPC) Partner.

The NCOPA, and its offerings that no other firm will be able to provide, allows Minimise to become the Client's long-term energy partner. We simply do not leave the site and move on to a new job upon completion. We are with the Client for the entire duration of the contract, always with you to uncover savings wherever and whenever possible.

In closing, since the NCOPA funds all energy infrastructure improvement, Minimise shall transfer ownership of all equipment at the end of the contract to the Client to fully benefit from the FIMs.

## Training Programs

Minimise considers each **Energy Management and Conservation Service Project (EMCSP)** as a long-term partnership with the Client. Services presented herein and which will be provided to the Client, will not only ensure satisfaction throughout our Partnership and delivery of the EMCSP but also thereafter and for the duration through our O&M Program.

Minimise' Change Management Solutions does not only consist of Training, Educational and Upskill Programs, but also Outreach, Philanthropy, and Community Partnerships to bring about a positive mindset change. Change Management Solutions will educate, upskill, and inform local communities and Client staff on Energy Efficiency and Sustainability.

Furthermore, Minimise' unique O&M programs – funded from direct energy savings – provides a financial vehicle for Minimise to upskill and train Client staff as outlined below.

By partnering with Minimise, the Client can customize additional training. Training, in conjunction with service offerings, is designed to protect the Client's interests while maximizing the efficiency of operations and creating a long-lasting educational and training program.

To create a truly focused learning experience, we carefully tailor our training programs to align with the Client’s goals and objectives. We will work with the Client through a series of brief interviews and simple testing with representatives from maintenance supervisors, maintenance staff, facilities engineering, energy managers, and quality control to help determine the training required for each of these groups. The program steps include the following:

- ▶ Define current maintenance and operating procedures,
- ▶ Define required maintenance and operating procedures required for new equipment,
- ▶ Review training options with engineering and maintenance,
- ▶ Determine and organize training programs, based on need and skill level, for functional groups within the facility (e.g., supervisors, maintenance staff, custodial, etc.),
- ▶ Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application,
- ▶ Record each session for future use by staff,
- ▶ Continuously and throughout the term of the contract, repeat, and redesign new needs and re-establish competency on old ones – as part of Minimise’ Change Management and O&M programs.

Minimise will ensure, throughout the contract term, that critical training occurs at regular intervals. Regular refresher seminars will be scheduled year-to-year to maintain the degree of training necessary for the Client’s staff to perform at a high level of efficiency. Each training session reviews the basic practices that remain constant and examines new technology and procedures as they become available.

Above all, the key factor to ensure a successful relationship is to have all the facilities’ staff trained and fully knowledgeable on how this project fits into the Client’s overall goals. With extensive experience in training programs, we have found that projects with a strong commitment from staff will always exceed the initial expectation of the initiative.

Minimise will perform interviews with staff members before implementation, which equips all stakeholders with a better scope to deliver designs, installations, and support initiatives in a satisfactory manner, especially on the facility side of the partnership. This approach allows us to generate a skills assessment of facility staff and customize our training to best fit the Client’s needs.

### Training Methodologies

Minimise will use a variety of training methods to instruct staff, including these three types of training methodologies:

<b>On-Site Training</b>	<p><i>Hands-on training</i> by certified instructors with continuing education unit credits</p> <p><i>On-the-job</i> equipment demonstrations and maintenance procedure reviews</p> <p><i>Hands-on practice</i> with the use of portable equipment simulators</p>
<b>Off-Site Training</b>	<p>Remote training programs</p> <p>Training partnerships with technical colleges</p>





## Self-Directed Study

Interactive CDs  
Videos  
Workbooks and training manuals

### On-Site Training

Several resources will be provided for on-site instruction and training. This is delivered to the Client through the Energy Management and Conservation Service's Change Management Solutions as well as O&M programs for the duration of the contract.

First, many courses can be held as remote seminars at any location of your choosing. Remote seminars are highly effective because they allow group training of the Client's facilities, systems, and equipment. Remote seminars are taught by qualified, accredited, and professional instructors. The seminars are held at customer sites or other convenient locations, depending on the specific training requirements.

Another option for on-site instruction is on-the-job training. On-the-job training allows Minimise engineers, technicians, and mechanics to provide instruction at the Client's facilities. Training materials include on-site laboratory sessions, course handbooks, and examinations. Typical topics include energy management, HVAC systems maintenance, and building management system operation. Finally, phone support and technical assistance will be available and will be provided for the Client's staff over the phone or during normal service visits.

### Off-Site Staff Training

By partnering with Minimise, the Client will have access to training materials, experienced, and certified instructors, who are among the most knowledgeable in the industry. Instructors are dedicated professionals whose daily experiences with HVAC systems, troubleshooting, maintenance, control strategies, and energy management result in a level of expertise unsurpassed in the industry. Instructors' ability to share this knowledge in a comprehensive format ensures attendees experience a productive, intensive, and cost-effective training experience.

### Self-Directed Study

#### CDs and Videos

Minimise realizes that off-site classroom instruction is not always practical for all staff. For that reason, Minimise produces several packaged training programs. Convenient and effective in-house training is possible through a variety of instructional computer-based training programs and videotapes. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Each modular lesson can be reviewed after the initial learning experience to refresh skills as needed.

#### Workbooks and Manuals

Minimise offers a wide range of written materials for learners and trainers, from manuals to self-paced workbooks to a comprehensive textbook on the science of HVAC controls. Many of our workbooks contain hands-on lab activities for staff to complete using their own equipment, in their own facility. If a staff member cannot conveniently attend a class, our self-paced workbooks will help get the job done on the Client's timeframe.

The key to the success of this project lies in implementing an effective training and development program, specifically customized for your facility and staff. Ensuring that the



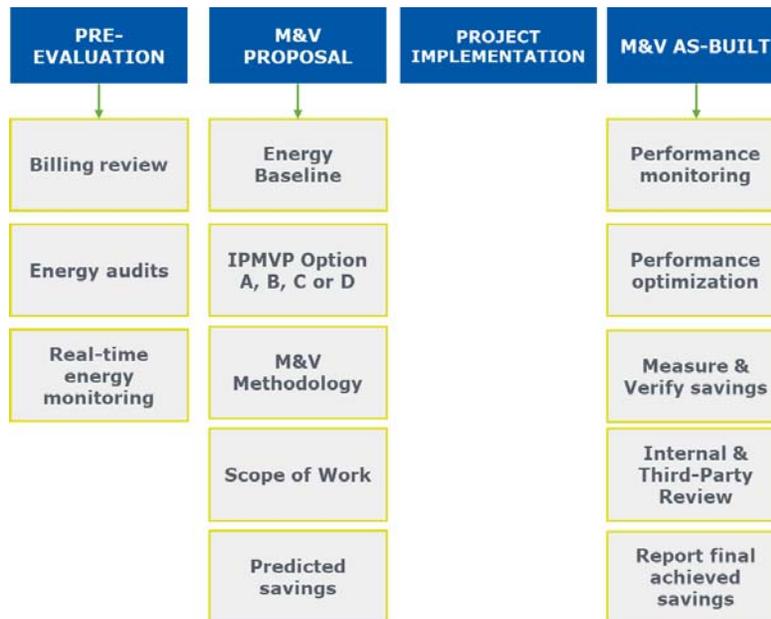
people who will help maintain the upgraded facilities and who understand how their roles impact energy savings are integral in attaining project goals and energy savings targets. Training, in conjunction with our service offering, is designed to protect our Customers' investment while maximizing the efficiency of their operations.

Optimizing efficiency is critical to reducing facility operating costs. Professionally trained operators are the key to maximizing success in facilities. Our courses and packages are designed to apply to the broadest audience possible, regardless of the type or brand of equipment used in a facility. For most Customers, this is an efficient solution. Our project team will partner with the Client to analyze existing needs and provide unique solutions. Provided here are just a few of the services provided by Minimise regarding instructional offerings:

- ▶ Customized instruction for equipment brands and models at Client facilities,
- ▶ Instruction offered around Client's time constraints/unique scheduling needs,
- ▶ Personal and group development plans for Client employees,
- ▶ Customized course materials featuring any new renewables,
- ▶ Instruction customized to help the Client meet government regulations, and
- ▶ Analysis and benchmarking of the effectiveness of learning programs.

## Measurement and Verification

Measurement and Verification is the practice used to track energy performance and quantify energy and other savings. Minimise employs in-house teams of Certified Measurement and Verification Professional (CMVPs) and Certified Energy Managers (CEMs). All M&V Project teams follow IPMVP to measure and verify savings. Baselines are established using historical billing data, real-time energy monitoring, and/or agreed-to data points as directed by the Client and as governed under the IPMVP Options. Minimise' M&V process can be summarized as below.



Minimise' M&V Engineers are fully integrated into the whole project lifecycle from start to finish to maintain standards and accurate reporting. An M&V Proposal will be submitted for the Client's approval once savings have been identified through billing audit, real-time



monitoring, site surveys, and IGAs (Investment Grade Audits). M&V Proposal will contain the baseline, M&V methodologies, Scope of Work, and predicted savings. Once the project has been implemented, an M&V As-Built Report will be submitted to the Client to report on the measured and verified savings that were achieved. Savings will be calculated as the difference between the pre-implementation baseline, and post-implementation actual energy. Baseline adjustments are made according to IPMVP, where needed. If necessary, Minimise encourages the reviews of submitted Proposals and M&V Plans as well as As-Built Reports by third-party.

Minimise' M&V Engineers use standardized terms and best practices from IPMVP to quantify, report and track energy savings. By following IPMVP, Minimise can report and track savings with greater certainty, reliably, in real-time, and accurately. Minimise utilizes both non-software and/or software M&V practices to calculate energy saving. Minimise' M&V Engineers uphold the following principles; *be accurate, complete, conservative, consistent, and transparent.*

Minimise will perform non-routine and routine baseline adjustments, if required and warranted, according to IPMVP. Minimise' active role in real-time monitoring will allow to identify and correct non-program-related savings, or lack thereof, instantly. Unwarranted non-program-related savings and/or the lack thereof, that is neither due to Minimise' nor the Client's will be regarded as 'Condonable'. Minimise will clearly state, during the pre-or-post implementation phase, any periods that will be deemed condonable to not report incorrect savings.



### 3. FINANCIAL STRENGTH AND BONDING CAPACITY

Minimise is a privately held Company, financially solid, and has a generous line of credit for our *No Capital Outlay Partnership Agreement (NCOPA)* Projects. The No Capital Outlay Plan Agreement (NCOPA) is backed by multiple AA+ rated national and international banks. Minimise has secured a \$400 million credit line from a leading banking institution in 2020 for NCOPA related projects. An article can be found [here](#). The proposed funding of our Energy Management and Conservation Services Programs (EMCSP) would be materially similar in structure and with the same or similar counterparties and investors as for Minimise' previous projects. One such project has been referenced in [Section 1.4](#) – an Energy Management and Conservation Services Project at the 7th largest school district in the US.

Project financing for a Client will be custom-tailored to meet the needs and the project scope. Minimise will work tirelessly to tailor the most advantageous financial approach for the EMCSP. Therefore, multiple options are available to issues third-party saving bonds. As said, Minimise' NCOPA is truly unique in the sense that it comes with an Operations and Maintenance (O&M) Program, funded from savings – see [Section 4](#). This O&M Program not only ensures that Facility Improvement Measures (FIMs) installed are maintained, but also ensures that savings as sustained, met, and/or exceeded. As mentioned in [Section 1.2](#), Minimise typically includes Performance Guarantees into its Partner's Services Contract(s). Since O&M and Performance Guarantees go hand-in-hand, in doing so, Minimise kills two birds with one stone – ensure equipment is maintained whilst meeting the required Guarantees associated.

Since Minimise is a privately held company, Minimise does not share financial statements with the public. However, kindly refer to our Financial Support Letter below.



16 February 2022

The Interlocal Purchasing System (TIPS)

4845 US Hwy. 271 North,  
Pittsburg, Texas, 75686

**FUNDING OF PROPOSED ENERGY SAVINGS PERFORMANCE CONTRACTS FOR  
TIPS MEMBERS AND MINIMISE USA LLC**

To whom it may concern,

RSF Capital Partners LLP ("RSF") is aware that Minimise USA LLC ("Minimise" or the "Company") has submitted a proposal for the Energy Savings Performance Contracts (ESPC) to The Interlocal Purchasing System (TIPS).

As part of that Bid, Minimise provided an overview of the No Capital Outlay Partnership Agreement (NCOPA) which includes Investment Grade Audits (IGAs) along with Solutions offered under the NCOPA related to HVAC-R optimisation/replacement, Energy Management, Change Management, Solar Power Generation, and LED Lighting Solutions as needed and other Facility Improvement Measures. Under the No Capital Outlay Partnership Agreement ("NCOPA"), Minimise would pay a portion of savings up-front to TIPS Members, and require no payments from Members for the acquisition or installation of any equipment or services, including Investment Grade Audits (IGAs).

All capital expenditure for Minimise' Energy Management and Conservation Services Program would be financed through an investment package for the implementation of the NCOPA. This investment package would combine equity and construction financing from an institutional lender backed by the Guaranteed Monthly Payments, derived from actual savings achieved, as agreed in the NCOPA, and outlined in the Proposal. This investment package would not be a Loan or a Lease from the perspective of TIPS Members. It would be an agreement backed by the guaranteed monthly payments made by the Members. This investment package would be conditional on further legal due diligence of the future NCOPA and the ability of Minimise and Members to execute the NCOPA and its implementation.

As part of a previous energy efficiency project under an NCOPA with a large U.S. school district, RSF arranged a similar facility as described above of up to \$400 million in size with a leading international banking group. The proposed financing would be materially similar in structure and with the same or similar counterparties and investors. We would be very happy to share details of this structure and previously arranged transaction and address any additional questions if Minimise were to progress in the Bid and/or following the execution of an NDA.

Yours faithfully,

Ante Razmilovic  
Partner  
RSF Capital Partners LLP

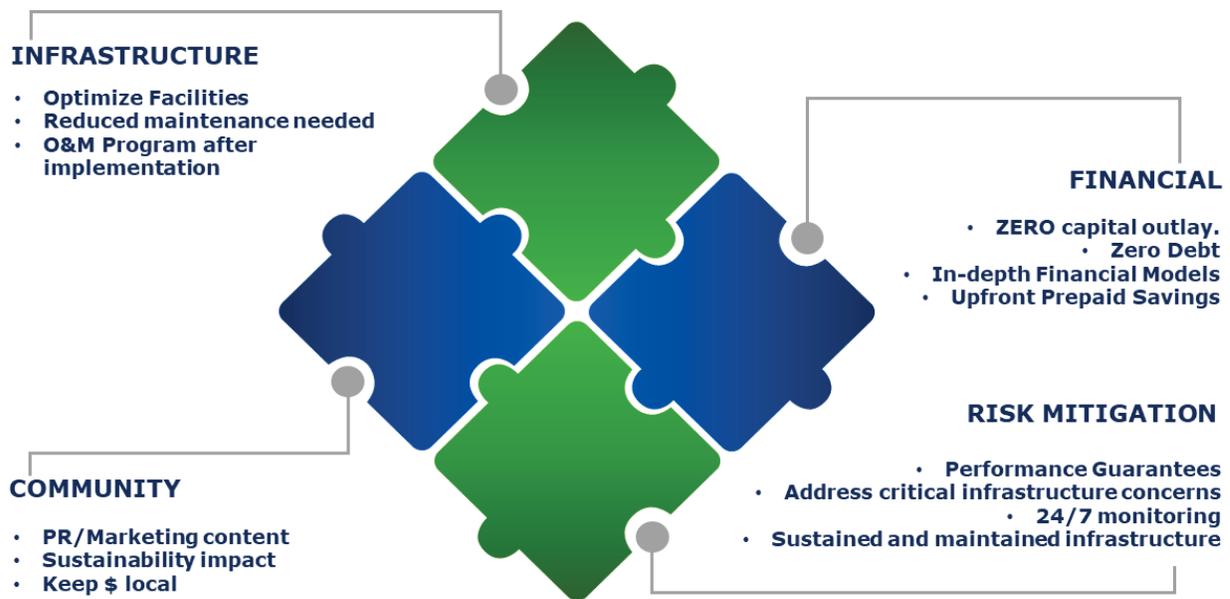
**RSF Capital Partners LLP**

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RSF Capital Partners LLP is a limited liability partnership registered in England and Wales with registered number OC432356 and FCA firm number 933198 and an appointed representative of Aldgate Advisors Limited which is authorised and regulated by the FCA.

## 4. NO CAPITAL OUTLAY PARTNERSHIP AGREEMENT

The model outlined in this section of this Proposal is Minimise’ *No Capital Outlay Partnership Agreement (NCOPA)*. The NCOPA is a Partnership Agreement between Minimise and its Client which acts as a framework for the implementation of Facility Improvement Measures (FIMs) to reduce energy waste across the Client’s facilities. The NCOPA closely resembles a Traditional Energy Savings Performance Contract but is better and not.

The NCOPA, although backed by Performance Guarantees, is funded from real, measured, and verified savings. Additionally, the NCOPA offers Client Prepaid Savings – Savings that are paid upfront once proven. Lastly, to make an Energy Savings Contract better, Minimise blends Performance Guarantees into an O&M Program, where savings are not only Guaranteed, the performance and maintenance of the installed FIMs are too and wrapped under a Services Contract, all funded from savings with Zero Capital Outlay.

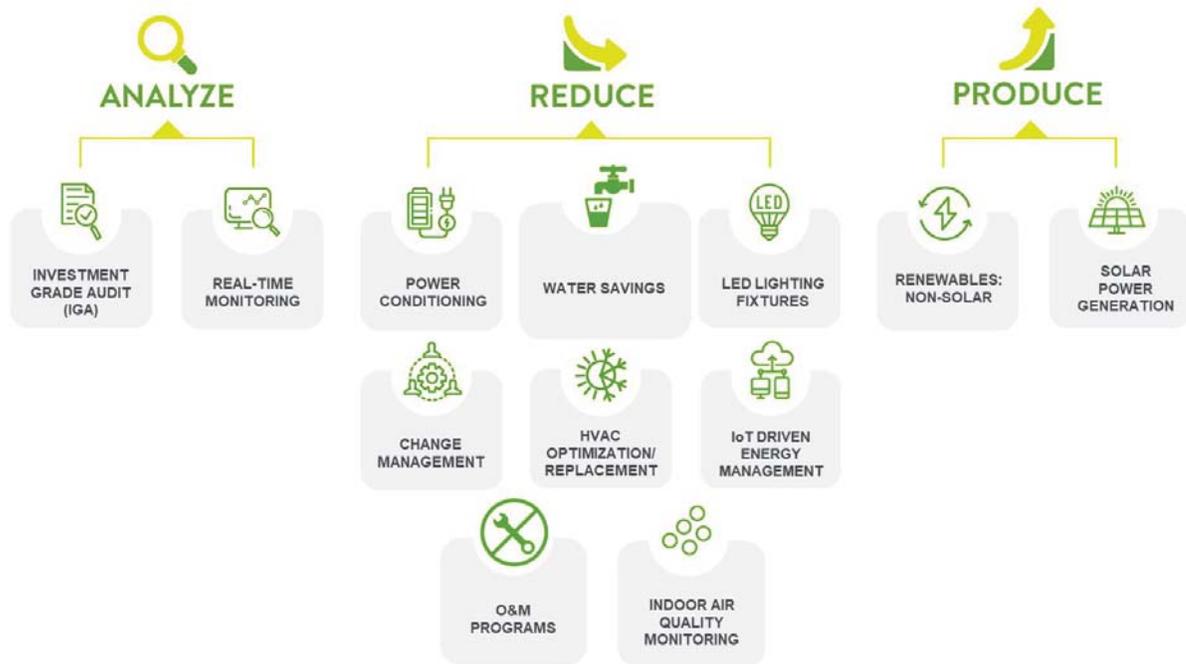


### 4.1. Background

Minimise is the creator of the *No Capital Outlay Partnership Agreement (NCOPA)* which delivers customized financial solutions at NO cost with PREPAID savings to Public and Private Institutions, like TIPS Members. Minimise, through its positively disruptive NCOPA model, will structure an NCOPA strategy for each participating TIPS Member per the requirements laid out in the RFQ.

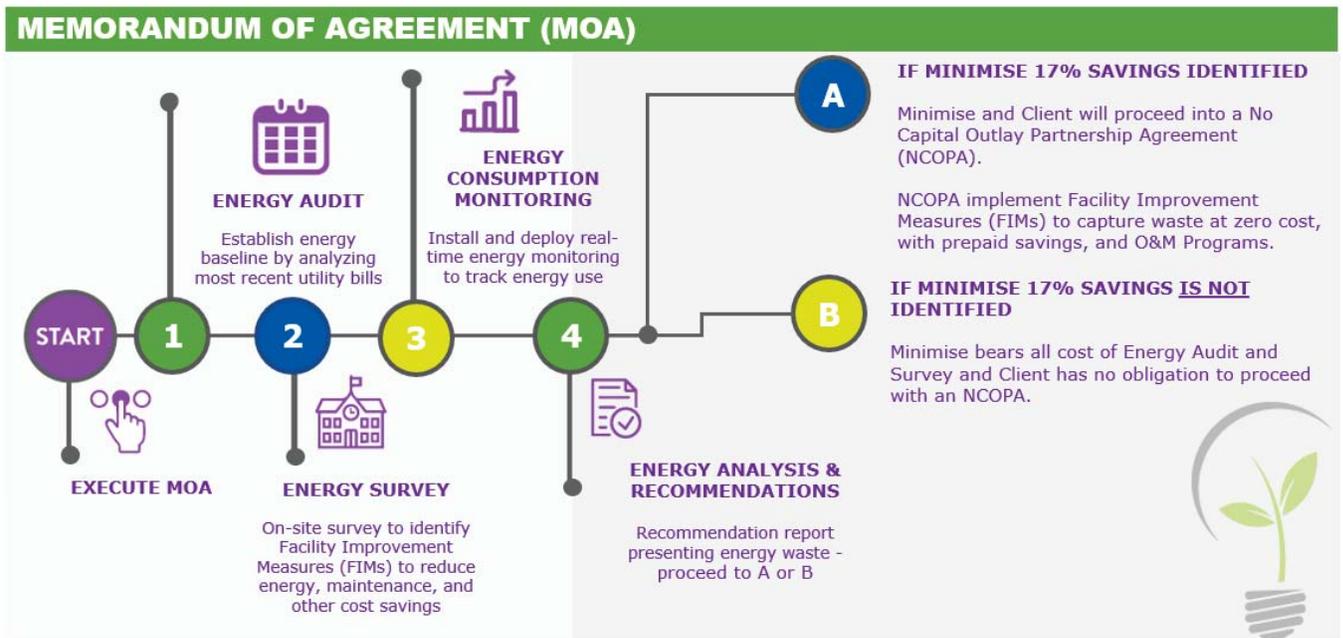
Often, when Private and Public Sector Institutions are faced with financial pressures, the budget for capital improvements required for much-needed energy infrastructure upgrades and proper Operations and Maintenance (O&M) programs, are frequently out of reach. This is where Minimise’ *No Capital Outlay Partnership Agreement (NCOPA)* is unique; not only does the NCOPA provide Clients with energy efficiency improvements and upgrades along with O&M Solutions but provides smart metering and monitoring Solutions as well and also at no cost.

Minimise’ *No Capital Outlay Partnership Agreement (NCOPA)* has a simple, yet effective, three (3) step process as shown below to analyze, reduce, and produce energy needs.



To realize savings in energy and budget expenses, Minimise typically first execute a Memorandum of Agreement (MOA) followed by the No Capital Outlay Partnership Agreement (NCOPA). This will allow Minimise to perform Investment Grade Audits (IGAs) to determine if sufficient Energy and Operational Savings are present, which could potentially not only fund Energy Infrastructure Upgrades (such as Lighting, HVAC, etc.) but also fund all Sensorization Technologies as requested for in this RFQ.

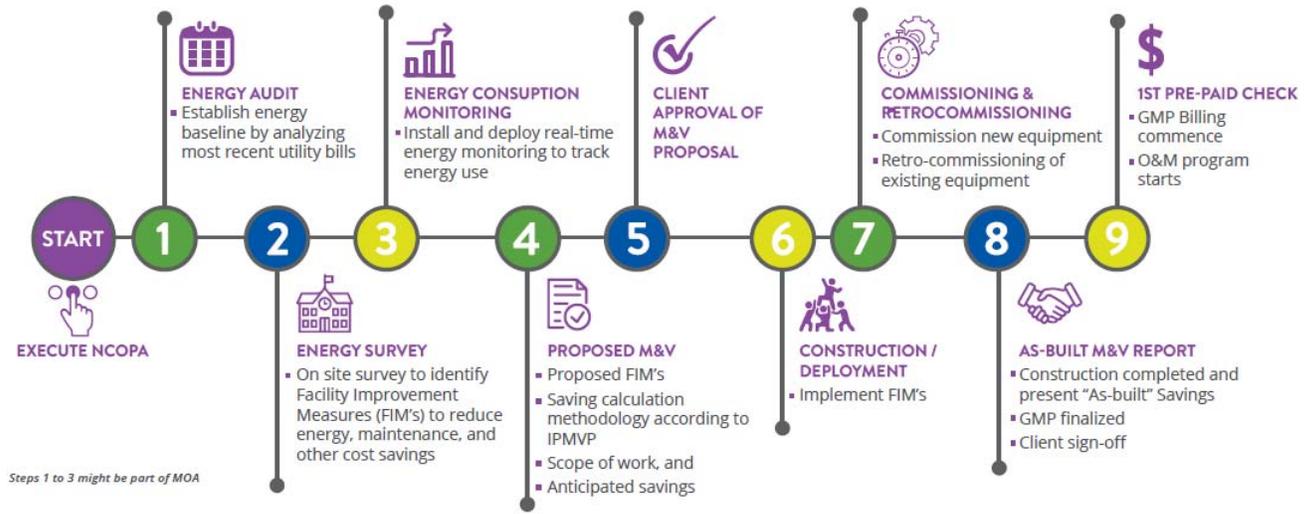
The Memorandum of Agreement (MOA) Process is outlined below.



The Memorandum of Agreement (MOA) is essentially a no-obligation and risk-free investigation to identify savings at the Client’s facilities. Through the MOA, Minimise will carry out an Energy Survey, Energy Audit, and the installation of Real-time Energy Consumption Monitoring Equipment, at no cost to the Client. Once Minimise identifies savings



of no less than 17%, the Client and Minimise will proceed with the *No Capital Outlay Partnership Agreement (NCOPA)* – See the process below:



The *No Capital Outlay Partnership Agreement (NCOPA)*, as shown above, governs the implementation of Facility Improvement Measures (FIMs) to reduce energy consumption and related operations and maintenance costs. In essence, real, measured, and verified savings would fund all FIMs and its savings would be backed by an O&M Program (which includes the sustaining of savings and maintenance of equipment at optimal working conditions).

### What is the No Capital Outlay Partnership (NCOPA)?

It is no cost energy efficiency upgrades, which include the following:

- ✓ ENERGY AUDITS & MONITORING,
- ✓ IAQ MONITORING,
- ✓ LED LIGHTING,
- ✓ ENERGY MANAGEMENT,
- ✓ CHANGE MANAGEMENT,
- ✓ WATER EFFICIENCY,
- ✓ SOLAR POWER SOLUTIONS & MORE.

## 4.2. Our Model

Minimise offers a complete, customized Energy Efficiency as a Service (EEaaS) Program at ZERO capital cost to Private and Public entities. It is Minimise' goal to pinpoint inefficiencies, reduce waste to zero, and build a bright, economic future by doing right by our Clients, communities, and the environment.

### Minimise achieves these goals by:

- Leveraging cutting edge technologies to increase Clients' profitability at no financial risk,
- Creating awareness with our Clients' stakeholders to produce long-term economic and environmental value,
- Enhancing their stewardship in the community by producing less pollution, and



- Addressing health and safety concerns through improved Indoor Air Quality solutions.

Minimise is redefining Energy Efficiency as a Services sector with five concepts:



**1.** NCOPA truly means that you will never have to spend one cent, ever, to upgrade any of the energy infrastructure identified by Minimise as waste and agreed to by all involved as a source of savings. Minimise turns waste into the currency that pays for all upgrades; there are;



**NO CAPITAL OUTLAY PLAN AGREEMENT:**

- ✓ **NO loans,**
- ✓ **NO lease no gimmicks, and**
- ✓ **the transaction is completely Off-Balance Sheet.**

Minimise invests the capital and reaps its return from real-time measured and verified savings. All the Client needs to do is to treat the resulting savings payment as a utility payment.

In some cases, Minimise can even turn the waste into a currency to pay for non-energy saving items – such as additional sensors and devices to track indoor environmental conditions, set alerts and warns for overdue maintenance, and project and estimate future operating costs.

**2.** DRIVEN by real-time monitoring technology, confidence in its Energy Management Solutions, and in-depth knowledge in the International



**PREPAID ENERGY SAVINGS:**

Performance Measurement and Verification Protocol (IPMVP), Minimise will PREPAY a portion of the energy cost savings calculated for the term of the agreement the moment an installation is completed. Unlike a Traditional Shared Savings Plan and/or Traditional Performance Contract, with Minimise’ NCOPA, the Client will not have to wait to realize its portion of the revenue generated through the NCOPA.



**3. REDUCE** is our method and Produce is our goal. This is accomplished by following simple, yet precise steps:



1. Analyzing 24 most recent energy bills;
2. Collecting operations data behavior norms and exceptions from relevant personnel;
3. Real-time energy monitoring; establish baselines;
4. Selecting POV (Proof of Value) sites;
5. Conducting thorough POV sites' audits/analyses;
6. Proposing Measurement and Verification Plan (M&V Plan);
7. Accepting the M&V Plan;
8. Enter NCOPA;
9. Upgrading the earmarked energy infrastructure agreed to in the M&V Plan and the NCOPA which frequently includes, but is not limited to:
  - Replacement of lighting fixtures with state-of-the-art LED fixtures,
  - Optimizing existing or replacing HVAC-R assets where needed,
  - Power conditioning and Maximizing Quality,
  - Commissioning and retro commissioning BMS,
  - IoT driven Energy Management,
  - Technology-focused Change Management,
  - Water savings are driven by modern infrastructure and saving campaigns,
  - Right-sized Solar, or other renewable, Power Generation.
10. Completing the work and producing As-Built M&V Report, reporting the real, measured, and verified savings through IPMVP;
11. Commencing payments of savings (GMP) and prepayment of savings; and,
12. Rolling out the rest of the project.

**4. Operation and Maintenance Programs for the term funded from generated savings.**



Minimise is truly one of a kind when it comes to Operation and Maintenance (O&M) programs. O&M programs are all funded from savings generated. For example, when Minimise replaces lighting fixtures, chillers, deploys Energy and Change Management practices and technologies, solar arrays, etc. Minimise sets aside an O&M budget to cover all maintenance for the duration of the NCOPA and ensures that the Performance is met and sustained. In short, not only are energy and maintenance costs reduced but savings are invested in O&M Programs to ensure energy infrastructure is at its best performing levels.

For reasons no less than Minimise' O&M Programs, Minimise spares no expense on specifying quality, best-in-class products and installations to not only ensure efficient equipment and solutions performance for the term of the agreement but also to mitigate unnecessary maintenance-related expenses.

When Private and Public Agencies couple the No Capital Outlay Partnership Agreement, Prepaid Energy Savings with Reduce before you Produce, and O&M Programs, Organizations will get:

- ✓ **Bespoke Technology and Energy Management**



- ✓ 100% included maintenance through O&M Program(s)
- ✓ Extended warranties at no cost,
- ✓ Effective, tech-driven, Change Management, and
- ✓ True to form Social Responsibility.

5. Minimise, known for innovative financing solutions for the energy efficiency sector, has tackled the problem of living in a post-COVID-19 world by implementing Pathogen Transmission Mitigation Measures (PTMMs) to combat the spread of COVID-19 and other pathogens. Through Minimise’ No Capital Outlay Partnership Agreement (NCOPA), Minimise incorporates PTMMs into the NCOPA freeing up budget dollars for other necessary uses. Minimise’ kills two birds with one stone by improving energy efficiency and using the savings to pay for both the FIMs and PTTMs



## INDOOR AIR QUALITY MANAGEMENT

Measures that mitigate the comfort and health impacts of contaminants down into three broad categories:

- ✓ SOURCE CONTROL
- ✓ DILUTION
- ✓ SOURCE REMOVAL

Minimise’ Indoor Air Quality (IAQ) sensor is an innovative solution aimed at monitoring and improving indoor air quality and reacting in an extremely short response time. Unlike other products, commonly used for the same purpose, Minimise’ chosen IAQ device is not based on single compound-specific sensors. It instead relies on patented aerospace-grade technology, initially developed for the safety of astronauts aboard the ISS (International Space Station) and successfully tested by NASA. The Minimise identified IAQ device measures the following:

- indoor temperature,
- relative humidity,
- total VOCs,
- carbon monoxide,
- carbon dioxide,
- methane gas,
- nitrogen dioxide,
- background noise, and
- ambient pressure.

The IAQ Solutions, especially those with energy consumption values, will be offered through Minimise’ No Capital Outlay Partnership Agreement (NCOPA). Minimise commits, along with Clients, to partner with infection prevention, infectious disease, occupational health experts, and building owners to evaluate emerging control strategies and provide evidence-based recommendations.

*With these five simple, yet effective, concepts, Minimise could potentially not be a typical vendor or contractor but can become each TIPS Member's Energy Partner. In essence, Minimise blends Facility Improvement Measures (FIMs) with an O&M Program whereby savings are Guaranteed & FIMs are maintained at its optimal condition for the duration of the term.*

*We know, this sounds too good to be true, but this is an option that has been proven by Minimise and is a WIN, WIN, WIN all through the full EMCSP.*



Dear Rick,

Thank you for taking the time to review the revised Minimise No Capital Outlay Partnership (“NCOPA”) proposal and its compliance with applicable Texas law. Notwithstanding all prior information submitted to TIPS by Minimise at the time of the proposal, the new terms contained herein shall supersede any conflicting terms proposed or discussed prior to the date of this revised NCOPA and shall control all ESPC contracts through the TIPS coop with TIPS.

Essentially our model mimics that of a traditional Energy Savings Performance Contract (“ESPC”) whereby savings realized through the implementation of Facility Improvement Measures (“FIMs”) are used to fund the entire project. This approach adheres to all applicable Texas law regarding such agreements. It is important to note is that we do make use of International Performance Measurement and Verification Protocols (“IPMVP”) to both establish a baseline and calculate the achieved savings for each project. Under no circumstance would there be any payment obligation from a Customer should there be no savings post-implementation. Furthermore, the future appropriations (savings plus amount still payable to a utility) would not exceed the Customer’s existing appropriations, as required under § 44.901(g), Tex. Ed. Code.

The Minimise NCOPA offering is a “next generation ESPC” whereby, we will comply with all applicable local statutes but provide our Customers with additional benefits that are normally either not included in a traditional ESPC or would be billed as additional services / ongoing costs. These are summarized below and neither of these additional benefits are prohibited by Texas law:

- ▶ **Prepaid Savings** – Under a traditional ESPC, the contractor will take the majority of any savings to repay the construction costs of implementing the Facility Improvement Measures (“FIMs”). This practice results in Customers having to wait more than 15 years to show a positive cashflow. Minimise prepays a portion of these future savings up-front to the Customer (e.g., if the guaranteed savings (which were measured and verified using IPMVP) are \$1,000 per year, we prepay the Customer \$1,000 at completion). This approach is a game-changer as the Customer would realize a substantial benefit on day one.
- ▶ **EEaaS Monitoring** – Under a normal ESPC, the contractor will take spot measurements once or twice a year – or as required under IPMVP. With the Minimise NCOPA, we install real-time energy monitoring equipment to track the performance of the project and associated savings on a minute-by-minute basis. This is a massive value-added benefit to Customers because Minimise can pinpoint any shortfall on savings, or any other performance-related issues, instantaneously. As such, the risk of any performance issues and/or shortfalls in projected savings is significantly reduced.
- ▶ **O&M** – Under a traditional ESPC, the contractor that provided or installed the FIMs will not provide any operation and maintenance (“O&M”) assistance to the Customer, or the provider will create a separate O&M service agreement with the Customer for the provision of maintenance services. Under the NCOPA, Minimise takes a portion of the realized savings and sets those funds aside to augment the Customer’s O&M work. In essence, the Customer’s O&M burden is lessened, and they can be assured that the equipment is kept in optimal working condition. Again, this is an additional measure taken by Minimise to not only increase the overall benefit to the Customer, but also to reduce the risk of projected savings not being achieved due to deferred maintenance of newly installed equipment.

In closing, the Minimise NCOPA is an innovative twist on a traditional ESPC while still adhering to applicable Texas law.

We thank you again for your time and assistance and look forward to your feedback and to ultimately bringing this positively disruptive Program to your members.

**Prohibitions on liens or claims on installed equipment affixed to the customer's property**

Since there is no collateral imposed, there can be no security liens or claims on installed equipment affixed to the Customer's property post-construction and after the contractors are paid. The Customer is not obligated to any payment whatsoever until construction is completed and accepted by the Customer.

**Payment & Performance Bonds**

In order to meet the statutory requirements under Tex. Local Govt. Code § 302.003, Tex. Govt. Code § 2253.021, and Tex. Ed. Code § 44.901(e), Payment & Performance Bonds will be provided directly by Minimise and Minimise shall remain directly responsible to the Customer through privity of contract throughout the entire ESPC.

**TEXAS EDUCATION CODE  
ENERGY SAVINGS PERFORMANCE CONTRACTS  
SUBCHAPTER Z. MISCELLANEOUS PROVISIONS  
SEC. 44.901. ENERGY SAVINGS PERFORMANCE CONTRACTS.**

**SECTION & CODE**

- (a) In this section, "energy savings performance contract" means a contract for energy or water conservation measures to reduce energy or water consumption or operating costs of new or existing school facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period.
- The term includes a contract for the installation or implementation of:
- (1) insulation of a building structure and systems within the building;
  - (2) storm windows or doors, caulking or weatherstripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
  - (3) automatic energy control systems, including computer software and technical data licenses;
  - (4) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;
  - (5) lighting fixtures that increase energy efficiency;
  - (6) energy recovery systems;

**MINIMISE**

An important requisite here is *"the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period."*

Minimise does in fact estimate savings in utility costs resulting from the measures, but very critically, we measure and prove such savings after implementation of the measures. In other words, we do not simply estimate that a Customer will save \$1,000 per year and then leave it at that—we prove that the \$1,000 was achieved and hence the associated guarantees have been fully met.

In essence, our savings are estimated, then proven after implementation, and therefore our guarantees are backed by real, provable savings. Further, there will be no payment obligation from a Customer unless and until the savings have been proven and verified.

For Subsection (a) 1-15, Minimise regards all of these measures as part of energy savings measures.

<p>(7) electric systems improvements;</p> <p>(8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;</p> <p>(9) water-conserving landscape irrigation equipment;</p> <p>(10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:</p> <p>(A) landscape contouring, including the use of berms, swales, and terraces; and</p> <p>(B) the use of soil amendments that increase the water-holding capacity of the soil, including compost;</p> <p>(11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;</p> <p>(12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;</p> <p>(13) equipment needed to capture water from nonconventional, alternate sources, including air conditioning condensate or graywater, for nonpotable uses;</p> <p>(14) metering equipment needed to segregate water uses in order to identify water conservation opportunities or verify water savings; or</p> <p>(15) other energy or water conservation-related improvements or equipment, including improvements or equipment relating to renewable energy or nonconventional water sources or water reuse.</p>	
<p>(b) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1347, Sec. 5, eff. June 19, 2009.</p>	
<p>(c) Each energy or water conservation measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Subsection (a), an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control, to be returned to the potable water supply.</p>	<p>Minimise's ESPC will comply with Subsection (c) as set forth herein.</p> <p>Minimise will not implement measures that allow or cause water from any condensing, cooling, or industrial process or any system of non-potable usage over which the public water supply system officials do not have sanitary control, to be returned to the potable water supply. This will be safeguarded by following our detailed engineering and design standards, and validation and approval of the same by a licensed third-party engineer.</p>
<p>(d) The board may enter into energy savings performance contracts only with persons who are experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.</p> <p>(e) Before entering into an energy savings performance contract, the board shall</p>	<p>Minimise's ESPC complies with Subsection (d) as set forth herein given that Minimise is experienced in the design, implementation, and installation of energy or water conservation measures and that Minimise will contract directly with the Customer.</p> <p>Minimise shall provide the Payment and Performance Bonds required under Chapter 2253, Government Code, for each ESPC project.</p>

<p>require the provider of the energy or water conservation measures to file with the board a payment and performance bond relating to the installation of the measures in accordance with Chapter 2253, Government Code. The board may also require a separate bond to cover the value of the guaranteed savings on the contract.</p>	<p>(f) An energy savings performance contract may be financed:</p> <ul style="list-style-type: none"> <li>(1) under a lease/purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing;</li> <li>(2) with the proceeds of bonds; or</li> <li>(3) under a contract with the provider of the energy or water conservation measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.</li> </ul>	<p>Minimise’s ESPC will comply with Subsection (f) as set forth herein given that the contract term will not exceed 20 years.</p>
<p>(f-1) Notwithstanding other law, the board may use any available money, other than money borrowed from this state, to pay the provider of the energy or water conservation measures under this section, and the board is not required to pay for such costs solely out of the savings realized by the school district under an energy savings performance contract. The board may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.</p> <p>(g) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to <b>guarantee the amount of the savings to be realized by the school district under the contract</b>. If the term of an energy savings performance contract exceeds one year, the school district’s <b>contractual obligations</b> in any one year during the term of the contract beginning after the final date of installation <b>may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings</b> and operating cost savings resulting from the measures, as determined by the school district in this subsection, divided by the number of years in the contract term.</p>	<p>Minimise’s ESPC will comply with Subsection (f-1) as set forth herein.</p> <p>Minimise welcomes the implementation of measures through the use of available moneys that are not solely out of savings realized by the school district.</p> <p>Minimise’s ESPC will comply with Subsection (g) as set forth herein. Minimise will guarantee the ESPC savings to the Customer. The guarantee of savings is met through the Payment &amp; Performance bonds issued by Minimise to the Customer and in the event of underperformance, remedies are available to the Customer in such a situation. Savings will be measured and verified annually, to report on the performance of the project and associated guarantees. In other words, the Customer will be issued Payment &amp; Performance bonds as required under Chapter 2253, Government Code.</p> <p>Any contractual obligations (e.g., payments due by Customer to Minimise) will always be equal to or less than the actual savings achieved after implementation. Any shortfall in savings achieved subsequent to implementation, will be remedied under the assured performance contract.</p>	

<p>(h) An energy savings performance contract shall be let according to the procedures established for procuring certain professional services by Section 2254.004, Government Code. Notice of the request for qualifications shall be published in the manner provided for competitive bidding.</p> <p>(i) Before entering into an energy savings performance contract, the board must require that <b><i>the cost savings projected by an offeror be reviewed by a licensed professional engineer</i></b> who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review, and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. Sections 1001.053 and 1001.407, Occupations Code, apply to work performed under the contract.</p>	<p>Minimise shall comply with all aspects of the procurement process outlined in § 2254.004, Government Code, and shall be the entity selected and hired based upon demonstrated competence and qualifications by the Customer in accordance therewith.</p> <p>Minimise's ESPC will comply with Subsection (i) as set forth herein.</p> <p>Minimise welcomes any third-party reviews whether required by law or conducted purely for due diligence purposes.</p>
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LOCAL GOVERNMENT CODE  
 TITLE 9. PUBLIC BUILDINGS AND GROUNDS  
 SUBTITLE C. PUBLIC BUILDING PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT  
 CHAPTER 302. ENERGY SAVINGS PERFORMANCE CONTRACTS FOR LOCAL GOVERNMENTS  
**SEC. 302.001 DEFINITIONS. In this chapter:**

SECTION & CODE	MINIMIZE
<p>(1) "Baseline" means a calculation or set of calculations in an energy savings performance contract that may be based on historical costs, revenues, accuracy, or related components and used for determining operating costs; or procedures.</p> <p>(A) the costs for energy or water usage by a local government and related net</p> <p>(B) the billable revenues from providing energy, water, or other utilities to users; or</p> <p>(C) the efficiency or accuracy of metering or related equipment, systems, or processes</p>	<p>Minimise's ESPC complies with Subsection (1) as set forth herein.</p> <p>A "Baseline" will be established using historical costs, usage, revenues, and related methodologies to show the "current operating state." The Baseline will further be developed using the International Performance Measurement and Verification Protocols ("IPMVP"). The Baseline for each measure shall be stated in the Measurement and Verification Plan ("M&amp;V Plan / Proposal"). M&amp;V Plans shall consist of, but not be limited to:</p> <ul style="list-style-type: none"> <li>▲ methodology of how energy and/or water savings are measured;</li> <li>▲ methodology of how operational savings are measured;</li> <li>▲ methodology of how energy and/or water savings are valued (using the base year rate for example \$/kWh); and</li> <li>▲ methodology of how operational savings are valued.</li> </ul>
<p>(2) "<i>Energy or water conservation or usage measures</i>" means:</p> <p>(A) the installation or implementation of any of the items, equipment, modifications, alterations, improvements, systems, and other measures described by Subdivision (4) that are intended to provide:</p> <ul style="list-style-type: none"> <li>(i) estimated energy savings;</li> <li>(ii) an estimated increase in billable revenues; or</li> <li>(iii) an estimated increase in meter accuracy; or</li> </ul> <p>(B) the training for, or services related to, the operation of the items, equipment, modifications, alterations, improvements, systems, or other measures described by Paragraph (A).</p>	<p>Minimise's ESPC complies with Subsection (2) as set forth herein.</p>
<p>(3) "<i>Energy savings</i>" means an estimated reduction in net fuel costs, energy costs, water costs, stormwater fees, other utility costs, or related net operating costs from or as compared to an established baseline of those costs. The term does not include an</p>	<p>Minimise's ESPC complies with Subsection (3) as set forth herein.</p>

<p>estimated reduction due to a decrease in energy rates that is not derived from increased conservation or reduced usage.</p> <p>(4) "Energy savings performance contract" means a contract between a local government and a provider for energy or water conservation or usage measures in which the estimated energy savings, utility cost savings, increase in billable revenues, or increase in meter accuracy resulting from the measures is subject to guarantee to offset the cost of the energy or water conservation or usage measures over a specified period.</p> <p>The term includes a contract related to the pilot program described by Subdivision (9-a) and a contract for the installation or implementation of the following in new or existing facilities, including all causally connected work:</p> <ul style="list-style-type: none"> <li>(A) insulation of a building structure and systems within the building;</li> <li>(B) storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;</li> <li>(C) automatic energy control systems, including computer software and technical data licenses;</li> <li>(D) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;</li> <li>(E) lighting fixtures that increase energy efficiency;</li> <li>(F) energy recovery systems;</li> <li>(G) electric systems improvements;</li> <li>(H) water-conserving fixtures, appliances, and equipment or the substitution of nonwater- using fixtures, appliances, and equipment;</li> <li>(I) water-conserving landscape irrigation equipment;</li> <li>(J) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including: and the soil, including compost;             <ul style="list-style-type: none"> <li>(i) landscape contouring, including the use of berms, swales, and terraces;</li> <li>(ii) the use of soil amendments that increase the water-holding capacity of</li> </ul> </li> <li>(K) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;</li> <li>(L) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;</li> </ul>	<p>Minimise calculates all energy savings using the base year rate and does not claim or account for decreases in energy rates that are not derived from increased conservation or reduced usage – as required under Subsection 3 as set forth herein.</p> <p>Minimise’s ESPC complies with Subsection (4) as set forth herein.</p> <p>Our Program provides local governmental entities with measures that will (i) reduce energy usage, (ii) reduce utility costs, (iii) increase billable revenues, and/or (iv) increase meter accuracy, any of which would offset the current cost of the energy or water conservation measures from the existing utilities.</p> <p>The Customer shall contract directly with Minimise for the performance of all of the work under each ESPC project and Minimise shall remain directly responsible for all aspects of each ESPC project to the Customer.</p>
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<p>(M) equipment needed to capture water from nonconventional, alternate sources, including air-conditioning condensate or graywater, for nonpotable uses;</p> <p>(N) metering or related equipment or systems that improve the accuracy of billable revenue- generation systems;</p> <p>(O) alternative fuel programs resulting in energy cost savings and reduced emissions for local government vehicles, including fleet vehicles;</p> <p>(P) programs resulting in utility cost savings; or</p> <p>(Q) other energy or water conservation-related improvements or equipment, including improvements or equipment relating to renewable energy or nonconventional water sources or water reuse.</p>	
<p>(5) "Guarantee" means a written guarantee of a provider that the energy savings, increase in billable revenues, or increase in meter accuracy from the energy or water conservation or usage measures will at least equal the cost of the energy or water conservation or usage measures, all causally connected work, and ancillary improvements provided for in an energy savings performance contract.</p>	<p>Minimise's ESPC complies with Subsection (5) as set forth herein.</p> <p>Once the energy or water conservation or usage measures have been implemented, Minimise will measure and verify that the energy and/or operational savings have in fact been achieved. Similarly, Minimise shall guarantee the increase in billable revenues or increase in meter accuracy to be at least equal to the cost of the energy or water conservation or usage measures, all causally connected work, and ancillary improvements provided for in an energy savings performance contract.</p> <p>As mentioned herein, the M&amp;V Plan will provide the estimated savings that could be realized through implementation of an agreed-upon scope. Once implemented, Minimise will prove the savings and should there be any deviation from such savings, Minimise will update the post-implementation M&amp;V Report (called the "M&amp;V As-Built Report") to reflect the actual savings; therefore providing evidence of achieving the guaranteed savings.</p>
<p>(6) "Increase in billable revenues" means an estimated increase in billable revenues as compared to an established baseline of billable revenues.</p> <p>(7) "Increase in meter accuracy" means an estimated increase in efficiency or accuracy of metering or related equipment, systems, or processes or procedures that is calculated or determined by using applicable industry engineering standards.</p> <p>(8) "Local government" means a county, municipality, or other political subdivision of this state. The term does not include a school district authorized to enter into an energy savings performance contract under Section 44.901, Education Code.</p> <p>(9) "Meter guarantee" means a guarantee of a stipulated or agreed upon increase in billable revenues to result from the estimated increase in meter accuracy, based on</p>	<p>Minimise's ESPC complies and adheres to the definitions set forth in Subsections (6) through to (9) as set forth herein.</p>

<p>stipulated or agreed upon components of a billable revenue calculation in an energy savings performance contract.</p> <p>(9-a) "Pilot program" means a pilot program operated by the Energy Systems Laboratory at the Texas A&amp;M Engineering Experiment Station, in consultation with the Texas Facilities Commission and the State Energy Conservation Office, that:</p> <p>(A) establishes and implements energy efficiency improvements to state-owned buildings maintained by the commission;</p> <p>(B) generates savings in utility costs resulting from the improvements resulting in at least a 30 percent annual return on the costs of the improvements;</p> <p>(C) provides for the participation of not fewer than two companies selected by the commission; and</p> <p>(D) provides for any money attributable to utility cost savings resulting from the pilot program to be appropriated only to the commission.</p>	<p>Noted.</p>
<p>(10) "Provider" means an entity in the business of designing, implementing, and installing of energy or water conservation or usage measures or an affiliate of such an entity.</p> <p>Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 78, eff. June 20, 2003. Amended by:</p> <p>Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 4, eff. June 16, 2007.</p> <p>Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. 1728), Sec. 5, eff. September 1, 2011.</p> <p>Acts 2015, 84th Leg., R.S., Ch. 1021 (H.B. 1184), Sec. 1, eff. June 19, 2015.</p>	<p>Minimise's ESPC complies with Subsection (10) as set forth herein.</p>

**SEC. 302.002 ENERGY SAVINGS PERFORMANCE CONTRACTS**

**SECTION & CODE**

(a) The governing body of a local government may enter into an energy savings performance contract in accordance with this chapter.  
 (b) Each energy or water conservation or usage measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Section 302.001, an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which public water supply system officials do not have sanitary control to be returned to the potable water supply.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 79, eff. June 20, 2003.

Amended by:  
 Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 5, eff. June 16, 2007.

**MINIMISE**

Minimise's ESPC complies with Subsections (a) and (b) as set forth herein, whereby our ESPC will comply with current local, state, and federal construction, plumbing, and environmental codes and regulations and shall not allow or cause water from any condensing, cooling, or industrial process or any system of nonportable usage over which public water supply system officials do not have sanitary control to be returned to the potable water supply.

**Sec. 302.003. PAYMENT AND PERFORMANCE BOND**

**SECTION & CODE**

Notwithstanding any other law, before entering into an energy savings performance contract, the governing body of the local government shall require the provider of the energy or water conservation or usage measures to file with the governing body a payment and performance bond relating to the installation of the measures in accordance with Chapter 2253, Government Code. The governing body may also require a separate bond to cover the value of the guarantee.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 5, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 80, 121(23), eff. June 20, 2003.

Amended by:  
 Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 6, eff. June 16, 2007.

**MINIMISE**

In accordance with § 302.003, Local Government Code, and the requirements of Chapter 2253, Government Code, Minimise will directly provide the requisite Payment & Performance bonds, including an additional bond to cover the value of the guarantee, if requested by the board. Minimise shall at all times maintain direct privity of contract with the Customer and all P&P Bonds shall be issued in the name of and by Minimise.

**Sec. 302.004. METHOD OF FINANCING; TERMS OF CONTRACT.**

**SECTION & CODE**

**MINIMISE**

(a) An energy savings performance contract may be financed:  
 (1) under a lease-purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing;  
 (2) with the proceeds of bonds; or  
 (3) under a contract with the provider of the energy or water conservation or usage measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

Minimise's ESPC complies with Subsections (a) and (a-1) as set forth herein.

(a-1) Notwithstanding other law, the governing body of a local government may use any available money, other than money borrowed from this state, to pay the provider of the energy or water conservation measures under this section, and the governing body is not required to pay for such costs solely out of the savings realized by the local government under an energy savings performance contract. The governing body may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.

(b) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation or usage measures to provide a guarantee. If the term of the contract exceeds one year, the local government's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy and water savings, the net operating cost savings, and the stipulated or agreed upon increase in billable revenues resulting from the estimated increase in meter accuracy, divided by the number of years in the contract term.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 1999, 76th Leg., ch. 361, Sec. 4, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 6, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 81, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 7, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. 1728), Sec. 6, eff. September 1, 2011.

**Sec. 302.005. BIDDING PROCEDURES; AWARD OF CONTRACT.**

**SECTION & CODE**

**MINIMISE**

(a) An energy savings performance contract under this chapter may be let in accordance with the procedures established for procuring certain professional services by Section 2254.004, Government Code. Notice of the request for qualifications shall be published in the manner provided for competitive bidding.

(b) Before entering into an energy savings performance contract, the governing body must require that the energy savings, increase in billable revenues, or increase in meter accuracy estimated or projected by a provider be reviewed by a licensed professional engineer who:

(1) has a minimum of three years of experience in energy calculation and review;

(2) is not an officer or employee of a provider for the contract under review; and

(3) is not otherwise associated with the contract.

(c) In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. Sections 1001.053 and 1001.407, Occupations Code, apply to work performed under the contract.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 12, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 7; Acts 2003, 78th Leg., ch. 1276, Sec. 12.005, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1310, Sec. 82, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 8, eff. June 16, 2007.

Minimise's ESPC shall comply with Subsections (a), (b), and (c) as set forth herein.

Minimise possesses the demonstrated competence and qualifications to be selected by the Customer in accordance with § 2254.004, Government Code and will be the entity contracting directly with the Customer for all aspects of the ESPC.

**Sec. 302.006. METER GUARANTEES.**

**SECTION & CODE**

**MINIMISE**

(a) This section applies to any energy savings performance contract that:

- (1) provides for any metering or related equipment, system, or process or procedure; and
- (2) includes a meter guarantee by the provider, regardless of whether the meter guarantee is a part of a broader guarantee applicable to other energy or water conservation or usage measures or causally connected work.

(b) Not later than the fifth anniversary of the effective date of an energy savings performance contract, an engineer shall test a statistically relevant sample of the meters installed or implemented under the contract to determine or calculate the actual average accuracy and shall compare the actual average accuracy to the baseline average accuracy of those tested meters.

(c) A meter guarantee applies if the engineer reports to the local government and the provider that the average accuracy of the tested meters as of the testing date is less than the baseline average accuracy of the tested meters as of the testing date.

(d) The amount payable under the meter guarantee must be determined for each year subject to the engineer's report and is equal to the difference between:

- (1) the agreed increase in billable revenues based on the estimated accuracy of all of the meters for each year, according to the energy savings performance contract; and
- (2) the revenues for the same year that would result from applying the engineer's reported actual average accuracy of the tested meters to all of the meters subject to the energy savings performance contract, using the same contract components that were used to calculate the agreed increase in billable revenues for that year, assuming the annual decrease in actual average accuracy of all the meters was a pro rata percentage of the reported total decrease in actual average accuracy.

(e) Notwithstanding Subsection (d), if the meter guarantee in the contract is part of a broader guarantee applicable to other energy or water conservation or usage measures

Minimise prides itself in using measurement and verification (“M&V”) not only as an initial assessment of energy efficiency, but also as a tool to continuously measure project performance and guarantees, to identify the potential of additional opportunities, and to identify billing errors. Minimise will, for the duration of the term, ensure that the meters installed, used, or operated both during the baseline and post-implementation period are well-maintained, operational, and/or meet the accuracy level required under IPMVP or succeeding standards of the United States DoE.

Therefore, Minimise’s ESPC shall comply with Subsections (a) through (g) as set forth herein.

Any metering or related equipment, whether used for performance measurement or M&V shall also comply with the provisions set forth herein and Minimise welcomes the testing or verification of accuracy by an engineer as defined herein, and in § 302.005(c). Furthermore, Minimise shall maintain and ensure the accuracy of such meters used for increasing billable revenue, performance measurement, or any other uses, to be no less than the baseline accuracy.

or causally connected work under the contract, the amount payable under the meter guarantee for any year during the measurement period is reduced or offset by the difference between:

- (1) the sum of the energy savings and the increase in billable revenues resulting from the other energy or water conservation or usage measures or causally connected work for that year during the measurement period; and
- (2) the guaranteed amount of the energy savings and the increase in billable revenues from the other energy or water conservation or usage measures or causally connected work for that year during the measurement period.

(f) A test conducted under this section must be performed in accordance with the procedures established by the International Performance Measurement and Verification Protocol or succeeding standards of the United States Department of Energy.

(g) An engineer conducting a test under this section shall:

- (1) verify that the tested meters have been properly maintained and are operating properly; and
- (2) comply with Section 302.005(c).

Added by Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 9, eff. June 16, 2007.

Sec. 302.007. EXEMPTION FROM OTHER CONTRACTING LAW. Chapter 2269, Government Code, does not apply to this chapter.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 3.04, eff. September 1, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.002(25), eff. September 1, 2013.

**TEXAS GOVERNMENT CODE SEC. 2166.406 & TEXAS EDUCATION CODE SEC. 51.927**  
**ENERGY SAVINGS PERFORMANCE CONTRACTS and TEXAS EDUCATION CODE Sec. 51.927. ENERGY SAVINGS PERFORMANCE CONTRACTS.**

<b>SECTION &amp; CODE</b>	<b>MINIMISE</b>
<p>(a) In this section, "energy savings performance contract" means a contract for energy or water conservation measures to reduce energy or water consumption or operating costs of new or existing governmental facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period.</p> <p>The term includes a contract for the installation of:</p> <ol style="list-style-type: none"> <li>(1) insulation of a building structure and systems within the building;</li> <li>(2) storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;</li> <li>(3) automatic energy control systems, including computer software and technical data licenses;</li> <li>(4) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;</li> <li>(5) lighting fixtures that increase energy efficiency;</li> <li>(6) energy recovery systems;</li> <li>(7) electric systems improvements;</li> <li>(8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;</li> <li>(9) water-conserving landscape irrigation equipment;</li> <li>(10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:             <ol style="list-style-type: none"> <li>(A) landscape contouring, including the use of berms, swales, and terraces; and</li> <li>(B) the use of soil amendments that increase the water-holding capacity of the soil, including compost;</li> </ol> </li> <li>(11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;</li> <li>(12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;</li> </ol>	<p>Minimise's ESPC will provide its Customers with the installation of items listed herein to reduce energy or water consumption or operating costs of new or existing governmental facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period.</p> <p>This differs from the Texas Ed Code § 44.901 that does not require 100% offset in costs</p> <p>Minimise's ESPC therefore complies and shall adhere to Section (a) set forth here.</p>

<p>(13) equipment needed to capture water from nonconventional, alternate sources, including air conditioning condensate or graywater, for nonpotable uses;</p> <p>(14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or</p> <p>(15) other energy or water conservation-related improvements or equipment including improvements or equipment related to renewable energy or nonconventional water sources or water reuse.</p>	<p>Minimise's ESPC shall comply with Subsections (b) through (d) as set forth herein.</p> <p>Minimise will not implement measures that do not comply with local, state, and federal construction plumbing, and environmental codes and regulations nor will any measures include improvements or equipment that allow or cause water from any condensing cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control to be returned to the potable water supply.</p> <p>Minimise is experienced in the design, implementation, and installation of such measures as required in Subsection (d) as set forth herein, and therefore, Minimise may be directly selected by the Customer in accordance with § 2254.004 based upon demonstrated competence and qualifications and shall remain in privity of contract with the Customer at all times during any ESPC project.</p> <p>Minimise will issue the Payment &amp; Performance bonds directly for each ESPC project.</p>
<p>(b) Notwithstanding any other provision of this chapter, a state agency, without the consent of the commission, may enter into an energy savings performance contract in accordance with this section.</p> <p>(c) Each energy or water conservation measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Subsection (a), an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control to be returned to the potable water supply.</p> <p>(d) A state agency may enter into energy savings performance contracts only with a person who is experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.</p> <p>(e) Before entering into an energy savings performance contract, a state agency shall require the provider of the energy or water conservation measures to file with the agency a payment and performance bond relating to the installation of the measures in accordance with Chapter 2253. The agency may also require a separate bond to cover the value of the guaranteed savings on the contract.</p>	<p>Minimise's ESPC will comply with Subsections (f) and (f-1) as set forth herein, whereas the total amount the Customer will pay Minimise shall not exceed the amount to be saved over the term of the contract from the date of installation.</p> <p>Furthermore, Minimise welcomes the implementation of measures through the use of available moneys which may be paid for not purely out of savings.</p>
<p>(f) The state agency may enter into an energy savings performance contract for a period of more than one year only if the state agency finds that the amount the state agency would spend on the energy or water conservation measures will not exceed the amount to be saved in energy, water, wastewater, and operating costs over 20 years from the date of installation.</p> <p>(f-1) Notwithstanding other law, the state agency may use any available money, other than money borrowed from this state, to pay the provider of the energy or water</p>	

<p>conservation measures under this section, and the state agency is not required to pay for such costs solely out of the savings realized by the state agency under an energy savings performance contract. The state agency may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.</p>	<p>Minimise's ESPC complies with Subsection (g)-(3) as set forth herein, whereby the term shall not exceed 20 years.</p>
<p>(g) An energy savings performance contract with respect to buildings or facilities may be financed:</p> <p>(1) under a lease/purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing, including a lease/purchase contract under the master equipment lease purchase program administered by the Texas Public Finance Authority under Chapter 1232;</p> <p>(2) with the proceeds of bonds; or</p> <p>(3) under a contract with the provider of the energy or water conservation measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.</p>	<p>Minimise will measure and verify all savings associated with the measures after implementation thereof. This method is also prescribed according to IPMVP post-implementation M&amp;V.</p> <p>Savings post-implementation and for the duration of the term will be guaranteed and Minimise will set measures in place to remedy any deviation from the savings post-implementation. All savings, for each measure, shall be measured, verified, and reported to the Customer on a continuous (typically annually) basis to stipulate whether the guarantees have been met or exceed.</p> <p>Any total contractual obligations the Customer has to Minimise by virtue of the contract, shall not exceed that of the actual savings achieved post-implementation. In other words, the Customer's obligations shall be equal to or less than the achieved savings in the contract term.</p>
<p>(h) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to guarantee the amount of the savings to be realized by the state agency under the contract.</p> <p>If the term of the contract exceeds one year, the agency's contractual obligation, including costs of design, engineering, installation, and anticipated debt service, in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings and operating cost savings resulting from the measures, as determined by the state agency in this subsection, divided by the number of years in the contract term.</p>	<p>Minimise's ESPC complies and shall adhere to Subsection (i) as set forth herein, whereby guidelines and approval processes are as recommended by SECO which will be approved and where a licensed professional engineer will review energy calculations, proposed improvements, cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment.</p>
<p>(i) An energy savings performance contract shall be let according to the procedures established for procuring certain professional services by Section 2254.004. Notice of the request for qualifications shall be given in the manner provided by Section 2156.002. The State Energy Conservation Office shall establish guidelines and an approval process for awarding energy savings performance contracts.</p>	<p>Minimise's ESPC complies and shall adhere to Subsection (i) as set forth herein, whereby guidelines and approval processes are as recommended by SECO which will be approved and where a licensed professional engineer will review energy calculations, proposed improvements, cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment.</p>

The guidelines adopted under this subsection must require that the cost savings projected by an offeror be reviewed by a licensed professional engineer who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. An energy savings performance contract may not be entered into unless the contract has been approved by the State Energy Conservation Office. Sections 1001.053 and 1001.407, Occupations Code, apply to work performed under the contract.

(j) The legislature shall base an agency's appropriation for energy, water, and wastewater costs during a fiscal year on the sum of:

- (1) the agency's estimated energy, water, and wastewater costs for that fiscal year; and
- (2) if an energy savings performance contract is in effect, the agency's estimated net savings resulting from the contract during the contract term, divided by the number of years in the contract term.

(k) Chapter 2269 does not apply to this section.

(l) The guidelines adopted under Subsection (i) must require the State Energy Conservation Office to:

- (1) review any reports submitted to the office that measure and verify cost savings to a state agency under an energy savings performance contract; and
- (2) based on the reports, provide an analysis, on a periodic basis, of the cost savings under the energy savings performance contract to the state agency and the Legislative Budget Board until the state agency determines that the analysis is no longer required to accurately measure cost savings.

Added by Acts 1997, 75th Leg., ch. 1142, Sec. 3, eff. June 19, 1997.  
Amended by Acts 1999, 76th Leg., ch. 361, Sec. 3, eff. Sept. 1, 1999;

Minimise's ESPC shall comply with Subsection (j) as set forth herein, whereby appropriations for energy, water, and wastewater costs during a fiscal year shall be the sum of the expected ongoing utility costs and the estimated net savings as a result of the contract. In other words, post-implementation the appropriations of a Customer shall not exceed that of the appropriations prior to implementation, i.e., the benefit and ongoing operating costs shall not exceed that what was originally paid in full to a utility provider.

Minimise further welcomes the review, accuracy validation, and reporting of the Project by the State Energy Conservation Office ("SECO") until the analysis is no longer required.

Acts 2001, 77th Leg., ch. 573, Sec. 9, 13, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 3, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 58, 121(14), eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 3, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. 1728), Sec. 4, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 3.03, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.002(10), eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 537 (S.B. 533), Sec. 2, eff. June 14, 2013.