

TIPS VENDOR AGREEMENT

Between Thielsch Engineering, Inc. 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 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. 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 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

Insurance Requirements

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

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

TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name Thielsch Engineering, Inc.

Address 195 Frances Avenue

City Cranston State RI Zip 02910

Phone (401) 784-3700 Fax (401) 784-3710

Email of Authorized Representative vgraziano@thielsch.com

Name of Authorized Representative Vincent R. Graziano

Title President and CEO

Signature of Authorized Representative 

Digitally signed by Vincent R. Graziano
DN: cn=Vincent R. Graziano, o=RISE Engineering, ou,
email=vgraziano@riseengineering.com, c=US
Date: 2022.02.13 11:01:45 -05'00'

Date February 13, 2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8-26-2022

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
RISE Engineering
Thielsch Engineering, Inc.
Supplier Response**

Event Information

Number: 220104 Addendum 1
Title: Energy Savings Performance Contracts (ESPC)
Type: Request for Qualification
Issue Date: 1/6/2022
Deadline: 2/18/2022 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: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

RISE Engineering Information

Contact: Vincent Graziano
Address: 195 Frances Ave
Cranston, RI 02910
Phone: (401) 784-3800
Fax: (401) 784-3710
Email: vgraziano@riseengineering.com
Web Address: www.riseengineering.com

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

Vincent Graziano

Signature

Submitted at 2/17/2022 9:23:55 AM

vgraziano@riseengineering.com

Email

Requested Attachments

Agreement Signature Form

220104 ESPC Agreement Signature Form_TEI.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

220104 ESPC CONFIDENTIALITY CLAIM FORM_TEI.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

220104 Thielsch Proposal.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

220104 ESPC Reference_Form-Thielsch Engineering v2.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-Thielsch Engineering.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

220104 ESPC Vendor Agreement_TEI.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

No response

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

220104_Thielsch Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Combined Brochures Thielsch.pdf

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 225 px - .png, .eps, .jpeg preferred

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

220104 ESPC Certification by Corporate Officer TEI.pdf

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.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
2	<p>Yes - No</p> <p>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 https://comptroller.texas.gov/purchasing/vendor/hub/.</p> <p>Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>

3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p>Yes</p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p>No response</p>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>Thielsch, dba RISE Engineering, is a manufacturer independent, turnkey energy services provider with headquarters in Cranston, RI. Over our roughly 40-year history, we have provided energy services to over 530,000 commercial, industrial, multifamily, public sector institutional and residential buildings. Projects range from implementation of lighting retrofits to large, comprehensive performance-based energy and carbon reduction plans. TEI is 100% employee-owned (ESOP) so each employee has a vested interest in the performance of the company.</p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p>Michael J. Daigneault</p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p>Vice President</p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p>mdaigneault@riseengineering.com</p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>4017843700</p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>4017843710</p>
11	<p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
12	<p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <p>Vincent Graziano</p>

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="President and CEO"/>
1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="vgraziano@thielsch.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4017843700"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4017843710"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Michael J. Daigneault"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="mdaigneault@riseengineering.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4017843700"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Michael J. Daigneault"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="mdaigneault@riseengineering.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4017843700"/>

2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.thielsch.com"/>
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2 5	Entity D/B/A's and Assumed Names 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="RISE Engineering, Water Management Services, ESS Laboratory, Alco Engineering, Coldmasters, Creative Environment Corp, 4-Syte System Strategy, BAL Laboratory, Powergy"/>
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2 6	Primary Address Primary Address <input type="text" value="195 Frances Ave"/>
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2 7	Primary Address City Primary Address City <input type="text" value="Cranston"/>
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2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="RI"/>
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2 9	Primary Address Zip Primary Address Zip <input type="text" value="02910"/>
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3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="energy efficiency, energy savings, EEaaS, EaaS, energy savings performance contract, performance contract, energy conservation, water conservation, conservation measure, cost savings"/>
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3 1	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? <input type="text" value="Yes"/>
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3
2 **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 500 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.

3
3 **Company Residence (City)**
Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**
Vendor's principal place of business is in the state of?

3
5 **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.

3
6 **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.

3
7 **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.

3 8	Years in Business as Proposing Company Years in business as proposing company? <input style="width: 100px;" type="text" value="38"/>
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3 9	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. EXAMPLE: 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). <input style="width: 100px;" type="text" value="No"/>
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4 0	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.
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4 1	NON-COLLUSIVE BIDDING CERTIFICATE 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.
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4 2	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? 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 <input style="width: 100px;" type="text" value="No"/>
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3 **Filing of Form CIQ**

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

4
4 **Regulatory Standing**

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.

4
5 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
6 **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 15;

(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.

4 **Suspension or Debarment Instructions**

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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 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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 5 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.

4 **Suspension or Debarment Certification**

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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

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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 VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; 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)

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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.

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1 **2 CFR PART 200 Contracts**

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

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?

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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?

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

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. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to 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. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

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 \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor 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, Vendor certifies that during the term of an award resulting from this procurement process, Vendor 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, Vendor certifies that to the greatest extent practicable Vendor 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 ZTE 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, Vendor 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 \$250,000, 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?

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.

(5) 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?

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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 1352, 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.

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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 From 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.

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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.

**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;

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

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

**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 52) 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-475 (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 **Remedies**

8

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 **Remedies Explanation of No Answer**

9

7 **Choice of Law**

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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 **Venue, Jurisdiction and Service of Process**

1

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**

No response

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

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't 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 NCJU@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 (512) 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 5, 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.

Some

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

8 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**

9 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 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 2270.0153 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**

0 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

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3 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

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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

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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).

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.

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.

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.

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?

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. 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 (87th 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 (87th 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 (87th 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 (87th 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, Vendor 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 Vendor Agreement(s). Vendor 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

THIELSCH ENGINEERING, INC.

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	VALID TYPED EMAIL IS REQUIRED	Phone
City of Newton MA	WILLIAM FERGUSON	WFERGUSON@NEWTONMA.GOV	617-796-1606
City of Cranston	KEN MASON	KMASON6122@GMAIL.COM	401-636-1141
DCAMM	JEFFREY FREITAS	JEFFREY.FREITAS@MASSMAIL.STATE.MA.US	857-204-1423 / 784-424-8452
State of Rhode Island	GEORGE SFINAROLAKIS	GEORGE.SFINAROLAKIS@ENERGY.RI.GOV	401-241-4406
Westerly Public Schools	JOHN PAGANO	JPAGANO@WESTERLY.K12.RI.US	401-326-5292
Town of Rochester MA	ANDREW DANIEL	ADANIEL@TOWNOFROCHESTER.COM	508-763-2611 / 774-929-0321
Town of Holliston MA	CHRIS MEO	MEOC@HOLLISTON.K12.MA.US	508-429-0685 / 401-692-6276
Town of Kingston MA	BRAD NORMAN	BNORMAN@KINGSTONMA.ORG	781-831-6010 / 781-588-8879

National Grid (on behalf of Vets Admin Medical Center)	JEFF DUNHAM	JEFFREY.DUNHAM@NATIONALGRID.COM	401-527-4055
*REFERENCES ABOVE HAVE DONE BUSINESS WITH US AS THIELSCH ENGINEERING OR DBA RISE ENGINEERING			

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Thielsch Engineering, Inc.
(Name of Corporation)

Vincent R. Graziano certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Vincent R. Graziano
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President and CEO
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

Vincent R. Graziano
SIGNATURE

2/13/22
DATE

Required Confidential Information Status Form

Thielsch Engineering, Inc.

Name of company

Vincent R. Graziano, President and CEO

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

195 Frances Avenue Cranston RI 02910 (401) 784-3700

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 _____

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 Vincent R. Graziano Digitally signed by Vincent R. Graziano
DN: cn=Vincent R. Graziano, o=RISE Engineering, ou,
email=vgraziano@riseengineering.com, c=US
Date: 2022.02.13 11:04:54 -05'00' Date 2/13/2022

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STARKWEATHER & SHEPLEY
INSURANCE BROKERAGE INC.

February 9, 2022

RE: Thielsch Engineering, Inc.
195 Frances Avenue
Cranston, RI 02910

To Whom it May Concern:

Please be advised that if so requested by Thielsch Engineering, Inc., of 195 Frances Avenue, Cranston, Rhode Island, surety will be considered on single jobs up to forty five million (\$45,000,000.00) dollars; within an uncompleted backlog of seventy five million (\$75,000,000.00) dollars; subject to the usual surety review of contract documents, general conditions and project funding.

The current surety company for Thielsch Engineering, Inc. is Hartford Casualty Insurance Company with an office located at 100 River Ridge Drive, Suite 106, Norwood, Massachusetts. Hartford Casualty Insurance Company is properly licensed in the Commonwealth of Massachusetts and also appears in the Federal Register Circular # 570 issued by the United States Department of the Treasury as a certified surety on Federal contracts.

Please also be advised that Thielsch Engineering, Inc. is highly regarded for their ability to complete projects on time and within budget.

If I can be of further assistance, please feel free to contact me.

Sincerely

STARKWEATHER & SHEPLEY INSURANCE BROKERAGE, INC.

Denise A. Chianese
Assistant Vice President



Warranty Information

As required by the RFP, Thielsch Engineering, Inc. agrees that all new equipment and services shall include manufacturer's standard warranty unless otherwise agreed to in writing, and all goods proposed shall be new unless clearly state in writing.

Our standard warranty language is offered below, and can be customized to each specific project and the needs of each individual customer.

Thielsch warrants that any defect in design, product, or installation found within one (1) year from the date of installation shall be remedied by Thielsch without charge and within a reasonable period of time. All materials will be new and of good quality. If Thielsch installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, Thielsch will transfer the benefits of such warranty to Customer. These remedies shall not have failed of their essential purpose so long as Thielsch transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above. Thielsch shall pursue rights and remedies against the manufacturer and supplier of the equipment under the warranties in the event of equipment malfunction or improper or defective function, and defects in parts and performance. Thielsch will bear the cost of any damage to the equipment, including damage to the property, caused by Thielsch. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY RISE. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of Thielsch. Except with respect to goods or equipment manufactured by Thielsch and furnished to Customer hereunder, for which Thielsch shall provide its express written manufacturer's warranty, Thielsch shall not be considered a merchant or vendor of goods or equipment.



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Executive Summary

Thielsch Engineering, Inc. (herein referred to as *TEI* or *Thielsch*), founded in 1981, is a professional engineering and energy services firm based in Cranston, RI. Since that time, we have grown to employ over 500 technical, professional and support staff, with annual revenues in excess of \$180 million. The firm is 100% employee-owned through an Employee Stock Option Plan (ESOP) trust, and its balance sheet is almost completely debt-free, with substantial assets that will allow the firm to comfortably assume the working capital demands for these types of projects.

TEI's RISE Engineering (*RISE*) division is one of the longest operating energy efficiency organizations in the country. The successor organization to Rhode Islanders Saving Energy, RISE is an independent energy services firm founded in 1977 with the support of Rhode Island government, banks, and private corporations. It was conceived as a "one-stop" center for energy efficiency, providing consumers with on-site energy audits, contracting and financing assistance. RISE was acquired by Thielsch Engineering, Inc. in 1995, and now operates as a division of Thielsch with offices in New England and New York.

RISE has provided services to well over 500,000 commercial, industrial, multifamily, institutional and residential buildings in New England as well as for various national clients. It is nationally recognized for its innovative delivery of conservation initiatives over the past 44+ years, and we have arranged the installation of over \$1.4 billion in energy improvements. In addition to services we provide directly to energy end-users, RISE works under contract to public utilities and other program sponsors in New England, New York, and elsewhere in the US. RISE staff have worked extensively in highly sensitive areas, including federal buildings, military installations/facilities, hospitals, educational institutions, and state/municipal buildings.

We believe we are best suited to ensure completion of the most comprehensive energy savings performance contracting solution based on several key elements:

- The depth and experience of the resources within the Thielsch Project Team, including professional engineers with extensive energy experience, accredited energy professionals, licensed electricians and other trained professionals who can deliver comprehensive services and project supervision;
- The sensitivity to the unique considerations involved in completing projects of this nature;
- The added value we will bring through the informed specification of products that will enhance the performance of the proposed systems and contribute meaningfully to the overall project cost-effectiveness;
- The ability to leverage comprehensive agreements with national energy efficiency materials and equipment providers;
- The proficiency of our project team, managers and support staff in the commercial aspects of the project, including COVID work-safe practices and reporting, wage

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compliance, utilization of minority, veteran, disadvantaged and women-owned businesses, and the reporting and recordkeeping requirements associated with the project.

Less tangible, but no less important is the flexible, responsive business style that we bring to every customer and every project.

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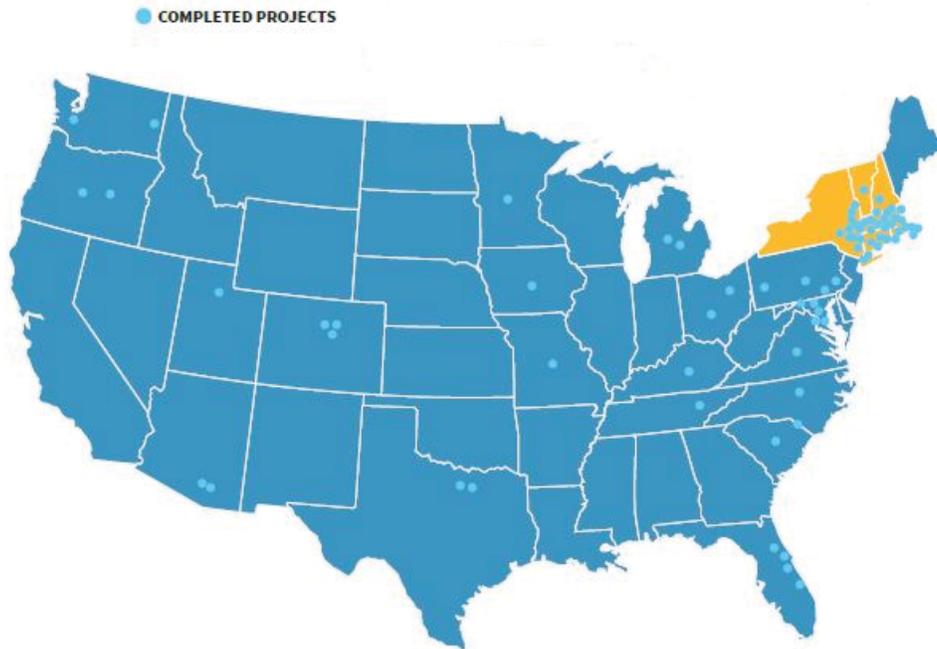
Experience

Thielsch has been privileged to work under some of the most aggressive energy initiatives for government buildings anywhere in the country. In each instance, Thielsch personnel are providing turnkey services, including auditing and analysis, design and specification, installation, and follow up warranty and post-installation services.

The below table summarizes the RISE division’s energy savings projects over the last five (5) years. Note this is focused on energy projects sold and implemented by RISE for non-residential customers, the majority of which are public sector clients.

Year	Project Cost	kW Saved	kWh Saved	Annual Dollar Savings	Utility Incentives
2016	\$ 25,516,093	3,916	25,789,396	\$ 4,045,722	\$ 11,379,987
2017	\$ 35,388,256	46,476	47,794,077	\$ 7,454,421	\$ 14,991,006
2018	\$ 27,913,007	5,787	22,721,419	\$ 3,892,839	\$ 15,307,703
2019	\$ 31,886,269	5,669	20,635,534	\$ 3,488,631	\$ 15,880,214
2020	\$ 40,253,576	11,636	21,956,578	\$ 3,498,007	\$ 20,958,659
2021	\$ 23,104,189	14,935	15,470,425	\$ 3,114,788	\$ 11,888,073
Totals	\$ 184,061,390	88,418	154,367,429	\$ 25,494,408	\$ 90,405,642

While much of Thielsch’s work has been completed in the Northeast, we are experienced in servicing projects across the United States. The below graphic depicts energy savings-based projects we have recently completed across the US:



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As noted earlier, the majority of Thielsch’s non-residential energy work has been for public sector clients in the Northeast. Specific public customers we have worked with in Massachusetts and Rhode Island over the last several years are detailed in the following two lists:

Commonwealth of Massachusetts - Public Sector Client List (2016 - present)

- | | |
|---|---|
| Town of Acton | Town of Chilmark |
| Barnstable / Barnstable Schools | Town of Darmouth |
| Cape Cod National Seashore | Town of Dennis |
| Centerville Schools | Town of Dracut / Schools |
| City of Attleboro / Attleboro Schools | Town of Dunstable |
| City of Cambridge | Town of Eastham |
| City of Cranston | Town of Easton |
| City of Newton / Newton Public Schools | Town of Edgartown |
| City of Northampton | Town of Falmouth / Falmouth Public Schools |
| City of Quincy / Schools | Town of Groton |
| City of Worcester | Town of Harwich / Schools |
| Commonwealth of MA | Town of Holliston / Schools |
| Concord District Court | Town of Kingston / Schools |
| Cotuit Library Association | Town of Leominster |
| Dennis-Yarmouth Regional School District | Town of Mashpee / Schools |
| Fitchburg Public Schools | Town of Medfield |
| MA Division of Capital Asset Management and Maintenance (DCAMM) | Town of Nantucket |
| Martha's Vineyard Airport | Town of Norfolk |
| Martha's Vineyard Public Schools | Town of North Andover / North Andover Schools |
| Mashpee Public Schools | Town of North Attleborough |
| Medfield Public Schools | Town of Oaks Bluffs |
| Mount Greylock Regional School District | Town of Orleans |
| MWRA | Town of Osterville |
| Nauset Public Schools | Town of Provincetown / Provincetown Schools |
| Plymouth County Correctional | Town of Rochester |
| Town of Acushnet | Town of Sandwich / Sandwich Schools |
| Town of Amesbury | Town of Sharon / Sharon Public Schools |
| Town of Aquinnah | Town of Shrewsbury / Shrewsbury Schools |
| Town of Arlington / Arlington Schools | Town of Tisbury |
| Town of Barnstable | Town of Truro |
| Town of Bourne | Town of Wareham |
| Town of Brewster / Brewster Schools | Town of Wellfleet |
| Town of Burlington | Town of West Boylston |
| Town of Carver / Schools | Town of West Tisbury |
| Town of Centerville | Town of Weston / Weston Public Schools |
| Town of Chatham / Chatham Schools | Town of Yarmouth |

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State of Rhode Island - Public Sector Client List (2016 - present)

Bristol County Water Authority	Town of Charlestown
Burrillville Housing Authority	Town of Coventry / Schools
Burrillville Schools	Town of Cumberland
Central Falls Public Schools	Town of East Greenwich
City of Central Falls	Town of Hope Valley
City of Cranston / Cranston Schools	Town of Jamestown
City of Newport / Schools	Town of Lincoln / Lincoln Public Schools
City of Pawtucket / Schools	Town of Little Compton
City of Providence	Town of North Kingstown
City of Warwick	Town of North Providence
City of Woonsocket	Town of North Scituate
Glocester Senior Center	Town of North Smithfield
Naragansett Public Schools	Town of Pascaog
Narragansett Bay Commission	Town of Richmond
Naval Undersea Warfare Center	Town of Smithfield
Pastore Youth Center	Town of South Kingstown Schools
Rhode Island Air National Guard	Town of West Warwick
Rhode Island State Police	Town of Westerly / Westerly Public Schools
State of Rhode Island	University of Rhode Island
Town of Barrington / Barrington Schools	Western Coventry Fire District

In all interaction with our clients, Thielsch personnel seek to perform in a highly responsive and professional manner. We place high value on our long-term relationships, and our extended performance over many years for utilities, program sponsors, and governmental entities offers direct testimony to the reciprocal value enjoyed by our customers. For a sampling of our comprehensive energy efficiency projects, please see the following project summaries. As discussed above, RISE has an extensive track record dating back 40 years – many additional reference projects can be provided upon request. Specific project references are provided in the RFP spreadsheet, as requested in the procurement.

- City of Newton
- City of Cranston
- State of Rhode Island
- Westerly Public Schools
- Veterans Admin Medical Center
- Plymouth County Correctional Facility
- Norfolk County Sheriff's Office
- Department of Youth Services Western Center
- Town of Acushnet
- Town of Burlington
- Town of Holliston
- Town of Kingston

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City of Newton (a MA Green Community)	
Project Dates	7/2014 to Present (multiple phases)
Total Project Cost	\$3,398,808
Project Savings	\$643,850 657 kW 3,689,341 kWh
Completed on schedule?	Yes
Technologies implemented	LED Lighting HVAC equipment & controls Boiler replacements Steam trap repairs Weatherization
Project Team	Frank Davey Joe Conlon Shane Murphy JP Vandeputte

City of Cranston and Cranston Public Schools	
Project Dates	9/16 – Present (multiple phases)
Total Project Cost	\$4,229,445
Project Savings	\$532,984 4,025,709kWh 60,000 therms
Completed on schedule?	Yes
Technologies implemented	Retrofit electric heat to natural gas RTU and mini split replacements Retrofit T8/T12 Fluorescent & HID to LED Steam trap repair and replacement Retrofit of 9,600 street lights from HPS to LED
Project Team	Lisa Maine Joe Conlon Ralph Carroccio JP Vandeputte

State of Rhode Island – Pastore Complex	
Project Dates	9/19 - 10/20
Total Project Cost	\$635,931
Project Savings	\$188,743 1,110,251kWh
Completed on schedule?	Yes
Technologies implemented	Exterior LED Lighting upgrades throughout the entire complex
Project Team	Lisa Maine Joe Conlon Ralph Carroccio

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Westerly Public Schools	
Project Dates	4/21 – 11/21
Total Project Cost	\$1,120,150
Project Savings	\$100,230 668,665kWh
Completed on schedule?	Yes
Technologies implemented	Lighting system improvements
Project Team	Lisa Maine Joe Conlon Ralph Carroccio

Veterans Admin Medical Center	
Project Dates	9/19-7/20
Total Project Cost	\$979,751
Project Savings	\$269,936 1,096,841kWh
Completed on schedule?	Yes
Technologies implemented	Feasibility study and installation of LED lighting throughout the facility
Project Team	Frank Davey Lisa Maine Joe Conlon
	*Contract implemented through National Grid contract

Plymouth County Correctional	
Project Dates	August 2014 – June 2016
Total Project Cost	\$4.625 MM
Project Savings	\$520,054/year 2,465,442 kWh (29,414) therms Option A was utilized for the majority of the project. The plan was developed based upon customer requests and the specific opportunities impact to the overall project, and the verification plan ultimately confirmed the project savings.
Completed on schedule?	Yes
Technologies implemented	Water Conservation Fixtures and Controls Lighting system improvements HVAC Controls Combined Heat and Power Ozone Laundry Kitchen Hood Controls
Project Team	Joe Conlon

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	Roger Harris JP Vandeputte Ralph Carroccio
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Norfolk County Sheriff's Office	
Project Dates	March 2017 – June 2020
Total Project Cost	~ \$4.414 MM
Project Savings	<p>\$122,400/year 1,718,475 kWh 48,435 therms 7,219 kGals water</p> <p>Option A was utilized for lighting, portions of the HVAC, walk-in refrigeration controls, and the renewable energy system. Option B was utilized for all other ECMs. The plan was developed based upon customer requests and the specific opportunities impact to the overall project, and the verification plan ultimately confirmed the project savings.</p>
Completed on schedule?	Yes
Technologies implemented	<p>Solar PV Water Conservation Fixtures and Controls Lighting System Improvements HVAC Controls Combined Heat and Power Ozone Laundry Kitchen Hood Controls HVAC Retro-commissioning (RCx) Pipe Insulation Walk-in Refrigeration Controls</p>
Project Team	<p>Joe Conlon Roger Harris Steven Costa (CEC) Michael Plouffe</p>

DYS Western Center	
Project Dates	November 2017 – May 2022 (ECD)
Total Project Cost	\$4.822 MM
Project Savings	<p>\$103,270/year 462,346 kWh 24,940 therms</p> <p>Option A will be utilized for the majority of the</p>

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	project, but as part of the process RISE is working with the customer's consultant to evaluate Option B and Option C for aspect of the project. The plan was developed based upon customer requests and in concert with the owner's consultant.
Completed on schedule?	Ongoing (>95% complete)
Technologies implemented	Lighting system improvements HVAC Controls Kitchen Hood Controls High Efficiency Condensing Boilers High Efficiency Water Heaters Rooftop Unit Replacements Walk-in Refrigeration Controls
Project Team	Joe Conlon Roger Harris Tom Weiss Michael Plouffe

Town of Acushnet (a MA Green Community)	
Project Dates	10/2015 to Present
Total Project Cost	\$1,054,614
Project Savings	\$144,765 223 kW 1,096,420 kWh 2,481 therms Savings were confirmed based on utility program requirements.
Completed on schedule?	Yes
Technologies implemented	LED Lighting Condensing Boiler Installations Demand control ventilation Weatherization
Project Team	Frank Davey Joe Conlon Shane Murphy JP Vandeputte

Town of Burlington (a MA Green Community)	
Project Dates	8/2019 to Present
Total Project Cost	\$1,085,742
Project Savings	\$101,616 118 kW 454,348 kWh 1,607 therms

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	Savings were confirmed based on utility program requirements.
Completed on schedule?	Yes
Technologies implemented	LED Lighting Rooftop Unit Replacements EMS/BMS Controls Weatherization
Project Team	Frank Davey Joe Conlon Shane Murphy JP Vandeputte

Town of Holliston	
Project Dates	11/19 to Present
Total Project Cost	\$424,255
Project Savings	\$128,182 279,147kWh 3,289 therms
Completed on schedule?	Yes
Technologies implemented	Lighting retrofits and controls Building Envelope Improvements Energy Management Systems Boiler Controls Variable Frequency Drives Kitchen Hood Controls
Project Team	Frank Davey Joe Conlon Ralph Carroccio

Town of Kingston	
Project Dates	11/19 to Present
Total Project Cost	\$199,812
Project Savings	\$22,236 105,257kWh 3,189 therms
Completed on schedule?	Yes
Technologies implemented	Lighting retrofits and controls Building Envelope Improvements Energy Management Systems Boiler Controls Variable Frequency Drives
Project Team	Frank Davey Joe Conlon Ralph Carroccio

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Thielsch Capabilities and Project Management Approach

Thielsch is prequalified to perform energy management services work in our core markets of Massachusetts and Rhode Island. Our status as a state-certified provider for state and municipal government energy savings projects, and our role as an exclusive or primary service provider for municipal energy programs offered by the Program Administrator in MA, offers testimony to our credentials.

DCAMM (MA). Thielsch Engineering maintains DCAMM certification in Energy Management Systems with a single project limit of \$37.8 million and an aggregate work limit of \$75.0 million. Thielsch was the first firm selected for DCAMM's Accelerated Energy Small Sites Program that provides state agencies with access to improvements up to \$100K using Thielsch as the sole-source solutions provider. Thielsch remains the most active provider of projects under that initiative.

DCAMM (RI). In Rhode Island, Thielsch continues to be pre-qualified to perform energy efficiency services to state and municipal agencies under a Master Price Agreement and has recently been qualified to perform Solar Photovoltaic Installation and Maintenance Services under a separate Master Price Agreement. This status is an important indicator of the widespread recognition of our firm's ability to effectively execute comprehensive energy projects across the full spectrum of government buildings.

National Grid. RISE has been privileged to work on some of the most aggressive commercial energy-efficiency initiatives in the country. We originally became one of the first National Grid Project Expediter Program (PEX) vendors nearly 20 years ago, a role in which we continue to excel today. Our organization's quality and performance can be seen in the awards we have received for our work as a Project Expediter in both New England and New York. In 2020 alone, RISE earned:



- The 2020 Customer Satisfaction Award for the highest scores out of 27 other firms for customer satisfaction as measured by survey responses from both customers and New England National Grid program staff. The comments in the exhibit included here include direct quotes from customers and NGrid staff alike;

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- The award as the top performing Project Expediter in NY in 2020 as measured by mWh savings;
- The award for the 2nd most mWh savings and the 2nd most therm savings of all Project Expeditors in New England in 2020.



Overall Project Management Approach:

Thielsch personnel are highly experienced at crafting comprehensive, performance-based energy savings projects for public sector clients. While each project is customized to the needs and requirements of each specific customer, each follow a similar framework for the overall process with several key steps in the process:

- Project Development / Investment Grade Audit
- Final Design and Construction
- Commissioning / Verification
- Other Ongoing Services

Project Development / Investment Grade Audit (IGA):

Thielsch believes the IGA is the foundation of a comprehensive performance contract and follows a diligent process to ensure completion of this key step. The process to complete the investment grade audits of the customer's facilities is provided in more detail below, but can be broken down into the following key steps:

- Data Gathering
- Site Walk-throughs and Interviews

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- Calculations
- Project costing
- Reporting and Project Refinement

The level of customer involvement during this process has varied from client to client, but has typically covered the following core aspects of audit:

- Providing and securing information: We will request information on facility operation and access to utility records for us to establish the baseline utility usage and cost.
- Coordination of walk-throughs: It is important for our team to thoroughly audit the site, but we want to do so in a non-intrusive manner to ensure the operations of the facilities are not impacted. Coordination of these initial visits, as well as follow-ups for data logger collection and contractor walk-throughs is often managed through one or more customer contacts.
- Input/Feedback and collaboration: Customer input into the historical operation of the facilities is important for us to reconcile any identified anomalies in the utility information and to help pinpoint operational issues. Furthermore, feedback and collaboration during the winnowing process will be key to finalizing a basket of recommendations that align with the objectives of the customer.

Some customers are more hands-on and would like to attend walk-throughs with our team or receive feedback at more regular intervals, which we are happy to accommodate. We believe a high level of customer involvement during this foundational step is beneficial, but our process and experience does not require more than summarized above.

Data Gathering

The critical path element that would precede on-site data collection would be a kick-off meeting with appropriate customer personnel to ensure that a clear and well-defined set of expectations and processes are in place. This will help to avoid downstream misunderstandings and ensure the entire project team is aligned. As a precursor to such a meeting, we would consult with local Energy Efficiency Program Administrators (i.e., incentive providers) in the interests of leveraging funding to help further the customer's objectives. During this meeting Thielsch would gather generic initial documentation (utility consumption, layout, process descriptions, etc.) to be reviewed and investigated before performing actual building walkthroughs.

Site Walkthroughs

During this time a team of engineers and building specialists would assess each of the designated buildings to evaluate their construction, equipment, operation, and condition. Existing conditions will be documented, measured, and photographed to assist in determining

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proper baselines for energy savings calculations. Building HVAC equipment, scheduling, layout and operating strategies will be reviewed and recorded. Key operating parameters may be measured and compared to design levels. Where applicable, opportunities for water conservation will be recorded and noted. This may include reduction of flow through fixture devices or larger sustainability strategies that may be employed.

Interviews

During the walkthroughs, we will meet with designated parties to discuss priorities for conservation and infrastructure renewal measures for implementation and analysis. Conversations pertaining to existing problems and planned improvements at the facilities as well as operational issues will be noted and evaluated within our reports. Stakeholders may include customer administration, employees, and facility management. All interviews will be documented with available published minutes.

Calculations

Thielsch will use various software tools for modeling of buildings and/or the processes contained within those buildings. Our experience has demonstrated that these tools are suitable for providing accurate estimates of the energy economics of potential efficiency improvements. Buildings that do not require full modeling simulations will be analyzed using a combination of ASHRAE industry standards and best practices as well as the current Technical Resource Manual (if applicable). Applicable Federal, State, and Local energy codes will be considered as they relate to the scope. Sites requiring Whole Building Assessments (WBA) and Comprehensive Building Modeling (ASHRAE Level III) would be calculated using eQuest v3.65, an energy simulation program that uses the DOE 2.2 simulation engine, to evaluate the energy usage of the building designs.

Costing

The final project cost is developed based upon the scope of work defined in the IGA and is typically developed with local contractors as part of the pricing approach used. Initial reporting that is provided as part of the winnowing process often includes higher level pricing based on previous experience and available contractor quotes, which is then finalized for the final IGA report and serves as the basis for the ultimate performance contract.

Reports

Thielsch will assemble the report in an organized and agreed upon format. We provide the necessary information in a manner that is tailored to the customer and nature of the task at hand. We recognize that it is important to provide enough documentation but also acknowledge that information must be communicated in a functional way so that it can be effectively utilized as part of the decision-making process. As specified by ASHRAE, key components of the reports will include the following:

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- A summary of the existing energy use and costs averaged across the past 48 months (by end use).
- Building descriptions, layouts, floor plans and relevant inventory for major energy-using equipment.
- For each measure
 - Discussions of existing / baseline conditions and where excess energy is consumed;
 - Detailed measure description with pertinent impacts (energy, comfort, health, safety, etc.);
 - Necessary repairs required for implementation of ECMs;
 - ECM impact on operations;
 - Existing and proposed equipment lives;
 - Necessary training and skills required for equipment operation;
 - Calculations and sources cited; and
 - Non-energy benefits.
- All applicable text, schematics, equipment, and cut sheets necessary to adequately describe the proposed changes.
- Descriptions of system interactions and why certain measures should be bundled together.
- All practical measures shall be summarized in a table depicting recommended measure bundles, costs, savings, financial performance indicators and available utility incentives (Example below).

Measure Number	Measure Description	Annual Energy and Cost Savings				Payback with Incentive						
		Peak Demand Savings (kW)	Electricity Savings (kWh)	Gas/Fuel Savings (therms)	Total Cost Savings	Measure Cost	Potential Utility Incentive	Measure Life (years)	Net Measure Cost	IRR (over Life of Measure)	NPV*	Simple Payback (yr)
EEM-1									\$ -	N/A	\$ -	N/A

- Opportunities considered but not recommended.
- Recommended measurement & verification to determine actual measure effectiveness.

Project Refinement

An integral component of the audit process is securing customer feedback. As part of the process, Thielsch will regularly discuss progress with the customer and pose questions for feedback, but a successful component of prior comprehensive projects such as this has been submission of a preliminary energy audit along with an interactive selection tool.

After completion of the initial baseline, site walkthroughs, and initial recommendations with estimated economics, Thielsch/RISE will submit its preliminary findings to the customer along with a listing of potential ECMs, by building, with cost and savings coupled with a proposed project cash flow in electronic form. This interactive “selection” tool allows Thielsch/RISE to

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collaborate real-time with the customer on project selection and refinement, while showing impacts of including or excluding any ECMs. This collaboration process has been successfully used on numerous comprehensive projects and is often a key part of the customer’s decision making process.

Final Design and Construction

The final technical design of the project shall be completed by licensed professionals and will be aligned with the final energy audit. It will provide specific details to ensure the proposed recommendations accurately incorporate on-site conditions, space loads, occupancy requirements, and local building and energy codes.

Thielsch/RISE regularly works with third party engineering firms selected by our customers, but also is able to provide in-house final stamped plans and specifications through our sister division Creative Environment Corp.

Established in 1975, Creative Environment Corp. has long been dedicated to providing engineering and design services for the highest quality building systems (HVAC, electrical, plumbing, fire protection, telecommunication, and security). With offices located in Rhode Island and Massachusetts, CEC strives to deliver the best solution for the unique needs of each project. CEC’s collective technical expertise and team approach that makes CEC a valuable part of the project team.



Creative Environment Corp. has provided engineering and design services to over 100 government, state, and federal agencies including; HVAC, electrical, plumbing, fire protection, and telecommunication throughout the State of Rhode Island, Massachusetts, and Connecticut. These projects ranged from simple additions and renovations, to modernization of systems in historical buildings, to major new construction with site infrastructure.

- SOME PROJECT EXAMPLES |**
 ATTLEBORO DPW STORAGE AND MAINTENANCE FACILITY
 KILLINGLY TOWN HALL
 JOHN J. MORIN MEDIUM SECURITY FACILITY
 NEWPORT TOWN HALL
 OLD STATE HOUSE (BICENTENNIAL BUILDING)
 REGISTRY OF MOTOR VEHICLES
 RHODE ISLAND DEPARTMENT OF MOTOR VEHICLES

MUNICIPAL & GOVERNMENT



Creative Environment Corp. has experience with over 15 Public Safety and Fire Station projects throughout Rhode Island and Massachusetts. CEC has provided engineering and design services including; HVAC, electrical, plumbing, fire protection, and telecommunication. Feasibility studies and assessments services have also been provided for these public agencies. CEC has completed projects ranging from additions and renovations, to major new construction with site infrastructure.

- SOME PROJECT EXAMPLES |**
 JAMESTOWN POLICE STATION
 RHODE ISLAND STATE POLICE STATIONS
 WEST WARWICK POLICE STATION
 EAST PROVIDENCE FIRE STATIONS
 FALL RIVER FIRE STATION
 NORTH KINGSTOWN FIRE STATION
 WESTERLY FIRE DISTRICT HEADQUARTERS

PUBLIC SAFETY & FIRE STATIONS

Where applicable, Thielsch/RISE intends to leverage its sister division Creative Environment Corp. (CEC) to perform the required design and associated submissions. CEC has extensive experience designing the type of improvements typically included in a comprehensive performance-based energy project, and as a sister division, works seamlessly with Thielsch/RISE’s development team to ensure a complete understanding of design requirements during the development process.

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A summary of services CEC offers our customers is below:

Services

- Master Planning**

The process of defining a strategy, or direction, and making decisions on allocating its resources to pursue this strategy. It may also extend to control mechanisms for guiding the implementation of the strategy.
- Conceptual Design**

We endeavor to deliver the best solution to every one of our projects. It is our dedication and technical expertise that creates extended value to our clients.
- Construction Administration and Commissioning**

We first verify that the construction is in compliance with the design intent of the contract documents, and also that specific parts and pieces of the construction function the way they were intended.
- Engineering and Design**

We are a service oriented professional engineering group that is not satisfied with mediocrity; we strive for excellence on all our projects. Our policy is that no project is complete until the owner is fully satisfied.
- LEED® Certification**

LEED stands for green building leadership. LEED is transforming the way we think about how buildings and communities are designed, constructed, maintained and operated across the globe.
- HVAC | Electrical | Plumbing | Fire Protection**

Buildings are becoming increasingly energy efficient, and overall building performance is becoming more and more important to building owners and end users.

For any work that is conducted by third-party experts, we would retain responsibility under our contract with the customer. Stamping of engineering submittals will follow licensing mandates for such services.

Construction Project Management

The anticipated overall project schedule will be developed in collaboration with the customer as part of the audit process, but final details of specific implementation activities within each facility will not be finalized until the construction phase. The overall project schedule serves as the framework for achievement of key project tasks, with the weekly project meeting and two-week look-ahead schedules providing specific detail on exactly what happens where.

Our experienced project management team, led by the lead project manager, will oversee final design and implementation of the project, keeping a keen eye on the anticipated schedule to ensure the project is implemented in a timely manner. With our long track records of implementing projects in public sector buildings and our commitment to the timely implementation of this specific project, Thielsch/RISE understands the critical importance of space availability as well as the potential for plans to change – we are experts at adapting to the changing needs and schedules of our clients.

Regular communication throughout the process is key, and our experience has been that knowing who to contact when an issue arises can be critically important. Thielsch/RISE will assign a lead project manager to oversee all final design and construction activities, who will serve as the customer’s primary point of contact during project implementation and be available to address any question or emergency issues immediately.

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Project meetings will be provided throughout the construction process, with the frequency based upon customer needs and typically commensurate with the level of construction activities anticipated to occur. We frequently have weekly project meetings but remain flexible to adjust based on the customer's schedule and needs.

Thielsch/RISE will be responsible for taking, distributing for comment, and finalizing minutes for any project meetings as well as providing any other required project correspondence. These are typically issued shortly after the project meeting for review and comment and finalized for approval to memorialize at the next project meeting.

Maintaining operation of the customer's facilities is paramount, and we understand the need to implement the project without disruption to existing operations. Thielsch/RISE is well versed in implementing complex projects in operating facilities as that has been the vast majority of our projects – comprehensive retrofits that must be implemented quickly and around varying customer schedules.

Subcontractors / In-House Implementation

RISE routinely leverages local installation contractors as part of its projects. We recognize the value of existing customer relationships and will incorporate those as part of the recommended implementation plan for the project. Existing contractors can often provide insight into operational issues, past and present, which can assist with defining operating parameters during the baseline period as well as identifying opportunities for energy conservation measures.

As part of the audit process, we will discuss existing service providers and the customer's experience with them. They are likely known to Thielsch/RISE, but if not, we will solicit their qualifications. We intend to thoroughly understand the customer's energy and operating parameters, including how it leverages outside contractors to fulfill its needs.

Any subcontractors we utilize for implementation of the project scope will be under contract to us, with Thielsch/RISE retaining complete responsibility to the customer for all aspects of the project. We will remain the primary point of contact throughout the project, and the responsible entity for all work performed under our contract with the customer.

Thielsch/RISE's project management team will manage subcontractors to meet the defined project schedules, while ensuring the high quality of work we require on all our projects. Proactive management including regular reviews of work and active discussion on project progress is critical to ensuring project implementation through subcontractors is efficient, and deviations from our expectations will be immediately addressed with the subcontractor's management team. With Thielsch/RISE's history in the area, we have a deep bench of additional

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subcontractors to step in when problems arise in order to ensure our customer's expectations will continue to be exceeded even if a problem arises.

Thielsch/RISE also has the ability to implement at least portions of a comprehensive project's scope in-house, through our in-house electrical staff as well as our internal Coldmasters Temperature Control group. Our 25+ person electrical team often supports the electrical portions of our projects or complements outside contractors where feasible to ensure the highest quality implementations.

Coldmasters' mission is to provide complete technical service and maintenance for HVAC and refrigeration systems & equipment. Coldmasters is committed to exceptional Quality, the success of our Staff, and environmental responsibility for Planet Earth. We provide single source responsibility for our customers' HVAC-R needs including, repairs and retrofits, preventative maintenance, engineering services and complete installation of new equipment.

We do not require our customers to use our in-house services for comprehensive performance contracts, but the ability to provide these services often differentiates us from both a price and a quality of services from our competitors.

Background checks. We believe that safeguarding our customers' interests by serving them with competent, honest, and reliable employees is critical. For that reason, all current Thielsch employees have been subject to a Level 2 array of background checks, including criminal, driving record, educational, licenses, and citizenship verification, and all new employees are subject to these same checks prior to receipt of an employment offer from our firm. We also flow down background check requirements to our subcontractors to ensure the entire workforce is in compliance with customer mandates.

Safety and the Environment. We also desire to deliver services in a manner that safeguards our employees, our customers, and the environment. Thielsch employs a full-time safety officer for training, inspections, and consultation to ensure that the safety of our employees and customers is protected. These work-safe practices go hand-in-hand with work processes that ensure that no environmental degradation occurs in either our sites or those of our customers.

Commissioning and Measurement/Verification (M&V):

Thielsch/RISE recognizes the importance of commissioning to ensure the project is implemented and functions as intended. While measurement and verification is related to the performance of the implemented work, commissioning goes beyond to ensure the correct equipment is provided, and it is able to provide the desired operational result (airflow, temperature, on-off, modulation, etc). It is important to ensure not only the specific ECM being implemented is properly

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commissioned, but the related equipment is also addressed such that the entire system is confirmed to be functioning as anticipated.

Along with the M&V plan, Thielsch/RISE will provide a proposed commissioning plan as part of the audit process. This plan serves as the framework for commissioning activities and will be further enhanced during the final design process to add additional specific activities informed from such final design.

Thielsch/RISE bases its project specific verification plans on the International Performance Measurement & Verification Protocol (IPMVP) and will conform to the FEMP standard, where applicable. These established and well-known documents provide the framework under which an appropriate verification plan can be developed and have been the basis for Thielsch/RISE personnel crafting hundreds of previous verification plans. While some specifics of the IPMVP and FEMP standard have evolved since our personnel starting crafting verification plans in the early 1990s, the overall framework has remained the same with improvements to the specifics of the general approaches to ensure confidence in project savings.

IPMVP Option	Description	Summary
A	Retrofit-isolation: Key Parameter Measurement	Engineering calculation based on baseline and reporting period energy usage; short-term or continuous measurements of key parameter(s) with the remaining variables being estimated.
B	Retrofit-isolation: All Parameter Measurement	Short-term or continuous measurements of baseline and reporting period energy usage, or engineering calculations using measurements of indicators of energy consumption and demand.
C	Whole Facility	Engineering analysis of whole facility baseline and reporting period meter data. Routine adjustments often required.
D	Calibrated Simulation	Engineering energy simulation (consumption and demand), calibrated with utility billing data and refined using end-use metering and metered performance data.

** Summarized from IPMVP - Core Concepts document.*

Changes in facility operations over the term of a performance contract are fully expected, and the measurement and verification plan will provide the specifics of how they are addressed. Depending on the final, agreed-upon verification plan, adjustments may or not need to be made. For example, addition of building space would not materially impact a distinct lighting project verified under Option A, but such a change would have an impact if using the existing boiler that is being verified under Option C.

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Utility rates over time is another variable that must be discussed, as it can have a material impact on the project cash flow and the ability of the project savings to materialize for the customer. While industry standard and US government-based forecasts are often used for this, Thielsch/RISE can provide a detailed sensitivity analysis to analyze the project performance across a range of utility rate forecasts.

Thielsch/RISE is unbiased in its approach to verification of project savings and will recommend a detailed verification approach based upon our technical expertise and experience performing projects like the one contemplated herein for the Town. We do not have one fixed approach, or company mandates on how they need to be structured, which gives us the ability to customize the recommendation based upon the specific project and needs of our customers.

As part of the audit process, Thielsch/RISE will propose a recommended verification plan for review and discussion with the customer. The plan will be tailored to the specific opportunities proposed for the customer's project. We will then review the specific recommended approach to the project along with our reasons for the recommendation and collaborate with the customer to tailor a final plan that meets the requirement for a high level of confidence in verified savings.

Appropriate verification protocols for specific ECMs should not be universally applied across projects and must be developed with an understanding of the specific project at hand. For example, Thielsch/RISE personnel have typically recommended increased verification activities for ECMs that contribute more substantial portions of the overall guaranteed savings, essentially focusing verification dollars on the biggest drivers as a more cost-effective approach. Conversely, it often does not make sense to spend a lot of money verifying savings for ECMs that in aggregate total a small percentage of the overall guaranteed savings. All ECMs must include an agreed-upon verification strategy, but our recommendations are to focus verification dollars on the biggest savings contributors and repurpose what otherwise would have been spent on more capital improvements for the customer.

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ECM Category	Typical IPMVP Protocols
Interior and Exterior Lighting and Lighting Controls	A
Streetlighting Upgrades and Controls	A, B
Major Mechanical / HVAC Systems	B, C, D
Major DHW Systems	A, C
Minor Mechanical Systems and DHW Systems	A, B
EMS/DDC	B, C, D
Motors/Drives/Transformers	A
Building Envelope / (Insulation, Air Sealing, Weatherization)	A
Air Distribution / Exhaust Systems	A, B
Domestic Water Conservation	A
Pipe and Duct Insulation	A
Kitchen Equipment and Controls	A, B
On-Site Generation & Renewables	B, C
Electric Vehicles and EV Charging	A, B
Vending / PC Controllers	A

While there are other factors that weigh into the discussion of the appropriate protocol for a specific measure, as discussed above, opportunities with standard technologies such as lighting / lighting controls are often verified under Option A, while boiler replacements are typically based on an Option B approach. In order to be confident that these methodologies fairly verify the savings though, a thorough audit and baseline operating condition assessment must be performed. For example, lighting controls should have both baseline wattage and representative occupancy analyzed during the audit phase rather than just an assumed percent reduction in time across the project.

The guaranteed savings reconciliation report will clearly identify the verified savings level, along with a comparison to the guaranteed level of savings to calculated excess savings.

All measurement and verification procedures will comply with legislative requirements and be in accordance with the project specific plan developed in collaboration with the customer as part of the audit process, which will be based on industry standard approaches including IPMVP, FEMP, and ASHRAE standard procedures. Thielsch/RISE personnel have extensive history not only crafting but implementing and managing measurement and verification processes for numerous comprehensive guaranteed savings projects.

Other Ongoing Services:

Thielsch/RISE is capable of providing a variety of maintenance services, including through our in-house capabilities to maintain lighting improvements, control system updates and expansions, and HVAC systems. Through our team of in-house electricians and our sister Coldmasters

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Temperature Controls group, Thielsch/RISE is able to provide extensive ongoing service and maintenance to the customer, if so desired.

While we have these capabilities, we do not require our customers to contract with RISE for them. We believe it makes the most sense for customers to leverage our services where needed, which may be a need for complete service, no contracted service at all, or somewhere in between. Thielsch/RISE provides the capacity to serve the customer with ongoing services, but what the customer selects is completely their choice.

We also provide varying levels of service, which could be tailored to complement the customer's existing maintenance approach. Thielsch/RISE has offered service plans from basis preventative maintenance to full service repair and replacement, all based on the needs of our customers.



Understanding who will be responsible for maintenance is an important part of defining the overall energy savings plan. During the audit process, Thielsch/RISE will discuss both existing and incremental maintenance impacts as a result of the proposed project as well as the customer's desired approach to address them.

RISE is unbiased in its approach to service and maintenance of the installed systems, but strongly believes that whoever is responsible is willing and able to adequately address it. Persistence of savings could be materially impacted if adequate service is not provided, either through lack of time, budget cuts, or loss of personnel over time.

Project Financing:

Thielsch/RISE personnel have significant experience structuring project financing for a variety of projects, including assisting with sourcing third-party, tax-exempt financing to fund comprehensive performance-based projects. We are completely unbiased in our approach to the project, including the financing used to fund the improvements. We do believe it makes sense to leverage the most cost-effective sources for funding the desired transaction and will provide our expertise to assist the customer with understanding and evaluating available options.

While a mix of financing sources may ultimately make the most sense, the following provides a high-level summary of funding approaches typically used for comprehensive ESPC projects:

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Tax-exempt Lease Purchase Agreement. Our personnel have worked with a number of lenders, from local banks to multi-nationals like Stifel and Banc of America, to provide tax-exempt financing under a direct placement with private lenders or using investment bankers such as Crews & Associates / First Security to issue certificates of participation (COPs). Leveraging the tax-exempt status (if applicable) will allow for significantly beneficial financing rates, and an active market provides flexible terms including the potential for tenors up to 20-years.

Bond Issuance. Some customers have elected to fund projects through a bond issuance, often coupled with other financings in order to reduce the impact of the cost of issuance. Our team has worked with customer financial advisors on such structures and would be able to provide both the needed information and assist in structuring the bonding to help ensure project costs are covered throughout the term of the repayment period.

Power Purchase Agreement (PPA) / Energy-as-a-Service. Financing structures based on paying for a specific output or based on measured project performance are available for this project, but most clients elect to limit the use of these structures to those that leverage otherwise unavailable tax incentives. Power purchase agreements are a typical financing structure associated with renewable projects to allow an entity with a tax base to monetize those benefits on behalf of its client and would be recommended here for any renewable projects.

Before ultimately financing a project, it is important to explore and leverage any incentives available to reduce the financed project cost. This approach has been an integral component in Thielsch/RISE's business over the last 40 years; one where we believe we are unmatched in both experience and level of success across both Massachusetts and Rhode Island. Thielsch/RISE continues to hold many utility agreements, across multiple market segments, and recently received an award recognizing our highest score in customer satisfaction out of 27 other firms, as measured by survey responses from both customers and utility staff. Deep understanding of incentives will ensure our customers receive the largest financial benefit, and no one is better positioned than Thielsch/RISE to ensure this happens.

Keen understanding of applicable funding requirements has been critical to our success over the decades, and this experience uniquely positions our team to ensure our customers are able to maximize funding across all available sources.



Thielsch Locations

TEI has offices in multiple locations in the USA with its headquarters in Cranston, Rhode Island. Locations below include companies under the umbrella of Thielsch:

- Thielsch Engineering, Inc., 195 Frances Ave., Cranston RI 02910
 - TEI Field Offices
 - 8761 Mayfield Rd., Chesterland OH 44026
 - 4004 Burch Dr., Del Valle TX 78617
 - 5 Avenue D, Hopkinton MA 01748
 - 422 W. Grove St., Middleboro MA 02346
 - 3100 NW Boca Raton Blvd. Ste. 111, Boca Raton FL 33431
 - 14 Rocsam Park Rd., Braintree MA 02184
- RISE Engineering, 1341 Elmwood Ave., Cranston RI 02910
 - RISE Engineering Field Offices
 - 74 Northeastern Blvd., Nashua NH 03062
 - 16B Petra Lane, Albany NY 12205
 - 320 N. Washington St., Rochester NY 14625
 - Forest Hills Tower, 11835 Queens Blvd., Forrest Hills NY 11375
 - 80 Orville Dr., Bohemia NY 11716
 - 765 Attucks Ln, Hyannis, MA 02601
 - 60 Shawmut Rd., Canton MA 02021



Financial, Insurance and Bonding

Financial Statements. As a private company, Thielsch's financial statements are not disclosed publicly. The RFP did not specifically request financial statements, but if required we are happy to provide them for review.

We note that our 2020 consolidated balance sheet includes healthy cash and marketable securities balances with significant shareholder's equity. Thielsch remains well positioned to fund our business and backstop all our project obligations.

Insurance. Thielsch maintains insurance coverage that meets or exceeds all requirements set forth in this RFP. A Certificate attesting to our policies is provided on the following page. For each contracted project, a Certificate shall be issued to the designated authority naming them as Additional Insured.

Bonding. Thielsch is able to provide standard construction performance and payments bonds on single jobs up to \$45 million dollars with an uncompleted backlog of \$75 million through Hartford Casualty Insurance Company, subject to the customary surety review of contract documents, general conditions and project funding. Backstops to our performance guarantees are typically managed in-house with our balance sheet based on requests / preference of our customers, but Thielsch could offer clients additional third-party backstops (via insurance or bonding mechanisms) subject to market availability for the specific project and vehicle.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley PO Box 549 Providence, RI 02901-0549 401 435-3600	CONTACT NAME: Kelley L. Hartshorn, AIS CPCU PHONE (A/C, No, Ext): 401 435-3600 E-MAIL ADDRESS: KHartshorn@StarShep.com	FAX (A/C, No): 401 431-9609
	INSURER(S) AFFORDING COVERAGE	
INSURED Thielsch Engineering, Inc. Attn: Trent Theroux 195 Frances Avenue Cranston, RI 02910	INSURER A: Zurich American Cos	NAIC # 16535
	INSURER B: Hartford Ins Group	19682
	INSURER C: North American Capacity Insuran	25038
	INSURER D: Steadfast Insurance Co.	26387
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSR NBR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Written Contract or Agreement GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SECT <input checked="" type="checkbox"/> LOC		Y	GLO373096204	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP373096304	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			AUC485718803	01/01/2014	01/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC373096104	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented			02UUNHE6930	01/01/2014	01/01/2015	Equipment \$200,000
C	Professional			PPL10004468800	01/01/2014	01/01/2015	\$2,000,000
D	Pollution			CPL547254701	01/01/2014	01/01/2015	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The <CUSTOMER NAME HERE> is/are included as additional insured for General Liability where required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER <CUSTOMER HERE>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Project Team

The RISE division of Thielsch has a total of 237 full-time personnel in the greater New England market dedicated to energy services solutions for our clients.

Energy efficiency personnel	200
Electrical and insulation installation personnel	37
Total personnel	237

Key project team members are identified in the below table. Individual team member resumes can be found as an attachment to this proposal.

Project Role	TEI/RISE Key Personnel
Executive Oversight	Vincent Graziano
Project Team Lead	Michael J. Daigneault, PE
Director of Technical Development	Jean-Paul Vandeputte, PE
Development Team	Roger Harris Lisa Maine Michael Plouffe, PE Shane Murphy
Lead Construction Manager	Joseph T. Conlon, CPM
Construction Support	Alan Burke Michael Major
Safety Manager	Jay Crowe
Ongoing Services Manager	Ralph Carroccio
Measurement & Verification	Brendan Smith, CMVP

The personnel from Thielsch are experienced in the delivery of comprehensive energy savings programs and services to the government sector. Brief descriptions of some of our staff that will be assigned to the effort are as follows:

Vincent Graziano, Executive Oversight. Mr. Graziano has been President of RISE since 1980 and now serves as the CEO of Thielsch. In this capacity, he has worked cooperatively with utility and government officials on the design and implementation of numerous innovative conservation programs and services throughout the United States and Canada. Prior to coming to RISE, he was Principal Planner for Conservation and Renewable Energy Programs for the Rhode Island Governor's Energy Office. Mr. Graziano holds a B.A. from Clark University in government and resource economics and an M.B.A. in accounting from Bryant College. He also holds the designation of Certified Energy Procurement (CEP) professional from the Association of Energy Engineers.

THIELSCH

Mr. Graziano will be responsible for executive oversight of the project.

Michael Daigneault, PE, Project Director – Mr. Daigneault has been focused on developing comprehensive energy savings projects since starting his career in 1994. He has audited millions of square feet of building space, performance extensive energy savings analyses, crafted and implemented hundreds of verification plans, and overseen over \$1billion of comprehensive performance-based efficiency and renewable energy projects with a focus on the Northeast.

He is a graduate of the University of Rhode Island with a bachelor's in Mechanical Engineering (high distinction), and graduated Magna Cum Laude from Babson College with his Masters in Business Administration. A Massachusetts licensed professional engineer, Mr. Daigneault also holds certifications as a Certified Energy Manager, a Certified Energy Auditor, a Certified Measurement and Verification Professional, and is a LEED Accredited Professional.

Mike will leverage his extensive experience developing comprehensive performance contracts to provide extensive guidance and direction to the project team from development through performance period services. He will be the primary point of contact for the negotiation of the contract and overall direction of this project.

Jean-Paul "JP" Vandeputte, PE – As the Director of Engineering Services at RISE Engineering, JP Vandeputte is responsible for the general oversight of all engineering related activities and plays a primary role in supporting energy efficiency projects throughout the Northeast. He manages a staff of engineers and administrative personnel; oversees energy consulting, specifying, and project implementation; and is a liaison between utility companies' efficiency managers and their customers. He reviews, recommends, and oversees efficiency upgrades for hundreds of projects each year.

Mr. Vandeputte joined RISE as an energy engineer in 2008 after graduating from the University of Rhode Island (URI) with a bachelor's degree in mechanical engineering and a mathematics minor. He subsequently earned a master's degree in engineering management from Kettering University while working at RISE.

He has passed the NCEES Professional Engineering Exam in mechanical engineering and is a registered PE in New Hampshire, Massachusetts, and Rhode Island. He is also a Certified Energy Manager (CEM), Green Building Engineer (GBE), and Certified Demand Side Manager (CDSM) from the Association of Energy Engineers (AEE), a U.S. Green Building Council LEED Accredited Professional, and a U.S. Department of Energy-Qualified Steam System Specialist.

Mr. Vandeputte will manage all technical staff and will oversee technical services under this initiative.

Roger Harris, Senior Technical Specialist. As a Senior Technical Specialist at RISE Engineering, Roger is responsible for providing in-depth technical analyses of building energy related systems

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with a focus on HVAC systems. He has over thirty years of experience in consulting engineering design and managing design-build projects for educational, municipal, state, multifamily, non-profit, medical, commercial and industrial buildings. Mr. Harris has trained numerous staff and outside organizations on technical energy and engineering subjects.

Mr. Harris first joined RISE in 1993 after eleven years of prior energy efficiency work with a value of over \$13 million. He was a Technical Specialist who was instrumental in many innovative programs operated for the Hampden County region. He graduated from the Western New England College (now University) in Springfield, MA with a Bachelor's degree in Public Administration. Roger has personally worked with a large number of colleges and universities, providing a diverse array of services including audits, design, and PM. Past customers include Wheaton College, Worcester State University, UMass, and Dean College.

He is a Certified Energy Auditor in the state of MA and a member of ASHRAE, the American Society of Heating, Refrigerating and Air Conditioning Engineers. He has obtained numerous certifications in the energy and HVAC fields from 1981 to present including the Boiler Efficiency Institute and Home Ventilation Institute. He was an author or contributing editor for various magazine energy articles and technical reference books including "Air –to-Air Heat Exchangers", CR 1987.

Mr. Harris will support project development activities, including energy auditing, ECM specification, energy savings analyses, and preliminary project design.

Lisa Maine, Project Administrator - Ms. Maine joined Thielsch/RISE as a temporary worker in December 2012 to refine internal-use costing tools for the Large Commercial & Industrial staff and transitioned to the role of project coordinator in the summer of 2013. Her responsibilities included providing support for the project management team and sales staff. In 2014, she became the current sales administrator for the Large C&I department, responsible for process development and improvement within the department, as well as preparing and researching specifications for government and local bids. She holds an A.A.S. in Computer Science (with highest distinction) and numerous construction technology certificates from Rio Salado College in Arizona and Business Process Management and Management Excellence certificates from Bryant University.

Ms. Maine will be responsible for building data collection tools and coordinating the audit, design, and installation phases of the project and will provide substantial support for post-install management processes.

Michael Plouffe, PE, Engineering Manager. Mr. Plouffe provides guidance to a staff of energy engineers that support customers and utility programs with their energy efficiency goals. He manages a staff of energy engineers; oversees energy consulting and project implementation; and is a liaison between utility companies' efficiency managers and their commercial and industrial customers. He reviews, recommends, and oversees efficiency upgrades for hundreds of

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customers each year.

Michael joined RISE Engineering as an engineering intern in 2009. After graduating from the University of Rhode Island (URI) in 2010 with a bachelor's degree in mechanical engineering, Michael continued his tenure at RISE Engineering as a full-time energy engineer. He subsequently worked as the Senior Engineer for several years prior to entering his role as the Engineering Manager.

In addition to being a Certified Energy Manager (CEM), he has passed the NCEES Professional Engineering Exam in mechanical engineering and is a registered professional engineer (PE) in Rhode Island. Michael also maintains ongoing memberships with both the Association of Energy Engineers (AEE) and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).

Mr. Plouffe will be responsible for direct oversight of the energy engineers used to perform on-site collection, measurement, and validation of energy savings.

Shane Murphy, CEM, Energy Engineer. Mr. Murphy performs energy audits at non-residential facilities and quantifies energy savings associated with various energy efficiency measures through the use of advanced analysis and simulation technologies. He has extensive experience performing walkthroughs and developing scopes of work for municipal sites participating in DOER's Green Communities Program in MA.

Shane joined RISE as an energy engineer in 2017 after graduating from the University of New Hampshire (UNH) with a bachelor's degree in mechanical engineering. He passed the Certified Energy Manager (CEM) exam and is a member of the Association of Energy Engineers (AEE).

Mr. Murphy will be responsible for collecting and interpreting on-site data utilized to develop baselines, conditions assessments, and scopes of work.

Joseph T. Conlon, CPM, Project Manager - Mr. Conlon joined the Thielsch/RISE staff in 2003, and brings with him over 18 years' experience in the general construction industry. His responsibilities at RISE Engineering are directed at construction management of projects in the C/I sector. Prior to joining RISE Engineering, Mr. Conlon served as an Assistant Project Manager for a major addition and Art Renovation Project at Wheaton College. His diversified background includes more than 10 years as a licensed general contractor, and 2 years as an active Building Official, and four years as Director of Buildings and Grounds for the Scituate, R.I. school department. Mr. Conlon has received a Bachelor of Science degree in the field of Industrial Technology from Rhode Island College. He also is a Certified Building Official with the State of Rhode Island and has received the Certified Project Manager (CPM) designation from the Project Management Institute, and is a Licensed Construction Supervisor in MA.

Mr. Conlon will be responsible for project management and coordination. He will be the primary

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contact for design and construction meetings.

Alan Burke, Project Manager. Mr. Burke manages installation of energy efficiency and renewable projects for RISE. He is a graduate of the University of Hartford where he received his Bachelor of Science degree in Electronic Engineering Technology. Since joining RISE in early 2015, Alan has overseen the construction of many RISE projects in Rhode Island and Massachusetts, where his keen attention to detail and exceptional organization skills were instrumental in each project success.

Mr. Burke will be responsible for providing project management of the construction project, including defining project schedules in concert with the Town and providing two-week look ahead schedules with contingency plans.

Michael Major, Project Coordinator. Since becoming part of the RISE team in 2011, Mr. Major has provided coordination support for the project implementation team, including billing, material procurement, and oversees warranty services. He is a 1992 graduate of Rhode Island College, where he received his BA.

Mr. Major will be responsible for construction administrative support, including required reporting, subcontractor administration, and coordination of warranty coverage.

Jay Crowe, Safety Manager – Mr. Crowe joined Thielsch to lead our corporate safety group and provide training, audits, and support to our construction teams for managing health and safety risks. He came to Thielsch from Toray Plastics (America) where he held various progressive positions in their safety department.

Ralph Carroccio, Manager of Electrical Contracting - Mr. Carroccio directs the electrical staff and oversees our ongoing services at RISE. He holds a Master Electrician license in Rhode Island and a comparable license in Massachusetts. He is proficient in the application of the National Electrical Code and holds an associate degree in Electrical Technologies from the New England Institute of Technology.

Mr. Carroccio will be responsible for managing any electrical staff used in the implementation of ECMs, as well as overseeing ongoing services selected by the customer.

Brendan Smith, CEM, CMVP, Energy Engineer. Mr. Smith joined RISE Engineering as an Energy Engineer in August 2015. Mr. Smith came to us internally from the Field Engineering Services division where he had worked since 2008. Mr. Smith served as the primary contact for all computer-aided design and solid modeling while working as a non-destructive testing technician and weld inspector on high-energy piping systems and pressure vessels at energy generation facilities. During his tenure at Field Engineering Services, he completed his B.S. in Mechanical Engineering at the University of Rhode Island.

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Mr. Smith brought his skillset from his previous training and employment to RISE Engineering's engineering efficiency group where he works as a liaison for non-residential end-use customers and multiple utility Program Administrators in the Northeast. In this role, Mr. Smith performs on-site energy audits, creates building energy models, and interfaces with efficiency managers at various program administrations to facilitate their energy efficiency programs.

Mr. Smith will be responsible for assisting with development of the M&V plan during the audit phase, and for implementing the verification services through the performance period.



Attachments

Key Personnel Resumes

VINCENT R. GRAZIANO

SUMMARY OF PROFESSIONAL EXPERIENCE

Forty (40) years as hands-on chief executive officer of an energy services organization which has enjoyed steady growth in the face of rapidly changing market and industry conditions. Directed the planning, marketing and delivery of multi-level products and services across a wide spectrum of clients, from small consumer to large industrial and utility companies. Led the company to a position of regional and national prominence as an innovative and effective mechanism for the delivery of energy efficiency products and services, with over \$1.3 billion in improvements arranged by the entity.

EMPLOYMENT HISTORY

President, RISE Engineering

Vice President, Thielsch Engineering, Inc. (1995 – present)

Oversaw the integration of a non-profit into a private sector engineering firm, as president of the new division and vice president of the parent. Central responsibility involved repositioning the division to capitalize on opportunities evolving out of a renewed emphasis on energy efficiency and renewables as the preferred strategy for addressing energy supply, national security, and environmental concerns.

Since joining Thielsch, the division has continued to thrive, both in financial performance as well as in broadening the scale of services it offers. Multiple field offices were opened in MA, NH, and NY, and services were expanded to include a professional engineering department, as well as a new renewables activity.

Division has grown from \$17 million in revenues at time of acquisition in 1995 to over \$137 million in 2019, a 9% compounded annual growth rate. Profitability has grown at an annual compounded rate of over 14% over the period. A three (3) month shutdown of in-field services in 2020 due to COVID caused revenues and profitability to slip in 2020, but 2021 productivity is projected to return to at least 2019 levels.

President

Rhode Islanders Saving Energy (RISE) (1980 – 1995)

Chief executive officer of a non-profit corporation serving residential and commercial energy users in New England. Pioneered the concept of a "one-stop" service providing energy audits, contracting assistance, and financing that has been used as a model throughout the United States and Canada. Initial staff level of 5 employees and \$400,000 in revenues at time of hire in late 1980 had grown to \$17 million and 42 employees at the time the entity was sold to Thielsch Engineering.

Designed and managed implementation of services with utilities and government agencies, including initiatives which served over 125,000 homes and 18,000 businesses in its history. Over \$100 million in energy improvements was directly arranged by the company, and over \$22 million in low interest financing for residential and commercial energy users was provided.

Testified in proceedings before regulatory commissions regarding demand-side management plans and programs of gas and electric utilities. Presented at conferences and seminars throughout the United States and in Canada on design and implementation issues in energy efficiency.

**Principal Planner, Conservation and Renewable Resources
Rhode Island Governor's Energy Office (1977-1980)**

Joined the Energy Office as an Assistant Planner. Received three promotions to last position as Principal Planner in 1980. Responsible for developing the State of Rhode Island's plans and responses for several US Department of Energy initiatives, including RI's first Low Income Weatherization Assistance Program (WAP) plan, the Energy Extension Service, and the RI Residential Conservation Service Plan. The latter initiative served as the foundation for a decision by RI utilities to use RISE as their vehicle for compliance with the Plan's requirements.

EDUCATION

B.A., Resource Economics and Government, Clark University, Worcester, MA 1977.

M.B.A. with honors, Accounting, Bryant College, Smithfield, RI 1987

Michael J. Daigneault, PE, CEM, CEA, CMVP, LEED AP

Qualifications

Senior executive with over 27 years of energy services experience, focused on performance-based energy efficiency projects and renewable energy solutions for public sector clients. Extensive, hands-on experience developing comprehensive projects for municipal, school, state, and higher education facilities. Expertise in energy performance contracting and renewable solutions, including working with clients to develop measurement and verification plans tailored to each specific project, and crafting financial solutions that maximize customer benefits.

Experience

June 2021 - Present RISE Engineering (a division of Thielsch Engineering) Cranston, RI

Vice President

- Lead non-residential business development focused on comprehensive energy efficiency and renewable projects tailored to specific customer needs
 - Expand existing offerings to address more comprehensive customer needs
-

Aug 2000 - June 2021 Ameresco, Inc. Framingham, MA

Senior Vice President

- Lead Eastern region development team focused on energy efficiency / performance-based contracts and renewable energy solutions (turnkey and under power purchase agreements)

Vice President - Development
Director – Project Development
Manager – Project Development
Senior Development Engineer

June 1994 - August 2000 Noresco, Inc. Framingham, MA

Manager – Performance Engineering
Performance Engineering Specialist
Engineering Assistant

Education

Masters of Business Administration (Magna Cum Laude)

September 2003 Babson College Wellesley, MA

Bachelor of Science in Mechanical Engineering (Highest Distinction)

May 1998 University of Rhode Island Kingston, RI

Michael J. Daigneault, PE, CEM, CEA, CMVP, LEED AP

Certifications and Licenses

Certified Energy Manager (CEM®)

Certified Energy Auditor (CEA®)

Certified Measurement and Verification Professional (CMVP®)

LEED Accredited Professional (LEED AP)

Licensed Professional Engineer (PE)

- **Massachusetts, Rhode Island, Connecticut, Pennsylvania, New Hampshire, Maine, New York, New Jersey, Vermont, Florida**

Project Experience

Over \$1billion in secured energy efficiency and renewable energy contracts signed, including:

- Town of Wayland/ Schools MA
- City of Framingham / Schools MA
- Town of Melrose / Schools
- Town of Ashland / Schools
- City of Methuen / Schools
- City of Brockton
- City of Haverhill
- Mass College of Art
- Roxbury Community College
- Pappas Rehabilitation Hospital
- Boston Housing Authority
- Town of East Hartford
- Newport News Public Schools
- New York City Housing Authority

References

References are available on request.

Jean-Paul Vandeputte, PE, CEM, GBE, CDSM, LEED AP

Qualifications

Director of Engineering for RISE Engineering, a Division of Thielsch Engineering. Responsible for aspects of project management and consultation, including work with utility companies under their demand side management programs. Diverse education in engineering sciences and mathematics, hands-on experience in design, team work, innovative problem solving and use of state-of-the-art computer software.

Experience

Nov. 11 - Present RISE Engineering (a division of Thielsch Engineering) Cranston, RI

Director of Engineering

- Oversees all engineering activities performed within the division
- Focuses on the management of engineers, energy consulting, and project sales
- Liaison between Utility Companies' efficiency managers and commercial and industrial customers
- Responds to RFPs and coordinates collective efficiency efforts

Nov. 10 - Nov. 11 RISE Engineering (a division of Thielsch Engineering) Cranston, RI

Senior Energy Engineer

- Monitors performance of engineers and quality control
- Delegates project assignments
- Assists in the hiring of engineering staff
- Ensures proper calculation methodologies are implemented and utilized
- Provides efficiency recommendations and consultation to a vast array of customer with a focus on industrial processes

May 08 - Nov. 10 RISE Engineering (a division of Thielsch Engineering) Cranston, RI

Lead Engineer

- Calculates energy savings for a multitude of energy efficiency measures including combined heat and power systems, burner combustion controls, and solar thermal applications
- Develops programs and methodology for evaluating energy savings
- Works directly with Utility Companies to determine incentive eligibility for demand side management programs

Education

April 15 – October 17 Kettering University Flint, MI

Master of Science (M.S.), Engineering Management

Sept. 04 – May 08 University of Rhode Island Kingston, RI

Bachelor of Science in Mechanical Engineering

- Mathematics Minor

Jean-Paul Vandeputte, PE, CEM, CBE, CDSM, LEED AP

Certifications and Memberships

Professional Engineer (PE)

- Passed the NCEES Professional Engineering Exam in Mechanical Engineering - licensed and registered PE by:
 - Rhode Island State Board of Registration for Professional Engineers, License 10102
 - Commonwealth of Massachusetts, License 51263
 - State of New Hampshire, License 14436

Certified Energy Manager (CEM)

- Successfully completed the Certified Energy Manager's examination, demonstrating technical strengths for the energy field and achieved experience requirements

Green Building Engineer (GBE)

- Engineering professional expressing a high level of competence and ethical fitness for green building related disciplines, as well as laws governing and affecting green building professionals

Certified Demand Side Manager (CDSM)

- Ability to apply the essentials of facilitating demand side management and demand response programs.

LEED ® Accredited Professional (LEED AP)

- Demonstrates knowledge of green building practice required for successful implementation of the leadership in energy and environmental design (LEED®) green building rating system™

U.S. DOE Qualified Steam System Specialist

10 Hour OSHA Training

- Occupational Safety and Health Administration

ASHRAE™ Associate Member

- Associate member of the American Society of Heating, Refrigeration, and Air-Conditioning Engineers

AEE® Senior Member

- Senior member of the Association of Energy Engineers

A.E.S.P. Member

- Member of the Association of Energy Services Professionals

Training

- MAEEP Best Practices Steam Assessment Training
- The Association of Energy Engineers Five Day Energy Managers Program
- The Association of Energy Engineers Small Scale Cogeneration Online
- USDOE BestPractices Steam Tools Specialist Qualification Training

Skills and Expertise

Proficient knowledge in a multitude of computer programs: i.e. Microsoft Office, Adobe, MATLAB, Maple, Working Model, SolidWorks, eQuest, RETScreen, Polysun, BinMaker Pro, USDOE Best Practices Steam Program Tools Suite (Steam System Scoping Tool, Steam System Assessment Tool, 3E Plus)

References

References are available on request.



ROGER S. HARRIS
Senior Technical Specialist

**PROFESSIONAL
EXPERIENCE**

Mr. Harris specializes in the energy analysis, life-cycle cost analysis, system size calculations, design, inspection and commissioning of all types of HVAC and domestic hot water systems. He has experience in all aspects of mechanical engineering from initial design concept through construction administration. Through his thorough application of the right product for each application, he is respected by our clients for his good work ethic and attention to detail.

2016 - Present
RISE Engineering
A Division of Thielsch Engineering, Inc.
Springfield, MA
Senior Technical Specialist

2009 - 2016
Creative Environment Corporation/Gaskell Associates Consulting Eng.
A Subsidiary of Thielsch Engineering, Inc.
Springfield, MA
Senior Project Manager

2000 – 2009
RISE Engineering
A Division of Thielsch Engineering, Inc.
Springfield, MA
Project Director

1984 - 2000 Energy analysis and HVAC systems design experience available upon request.

EDUCATION

Western New England University, Springfield, MA
BA Government/Public Administration
Engineering calculation and design course work completed at Rensselaer Polytechnic Institute and Springfield Technical Community College. Additional Masters level business courses.

SPECIAL TRAINING

Certified by the Home Ventilation Institute – HVI
Certified by the Boiler Efficiency Institute
Certified Massachusetts Public Building Energy Auditor
OSHA Certified in Construction Safety

MEMBERSHIP

Member, American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE)

**PROFESSIONAL
PRESENTATIONS
& PUBLICATIONS**

Multiple presentations to building professionals on HVAC systems have been conducted over the last twenty-five years. Presented on the optimization of condensing boilers at the Northeast Sustainable Energy Association Building Energy 11 Conference in Boston, MA in March 2011.

Technical writing includes published contributions to various energy related books and periodicals.

LISA MAINE

1341 Elmwood Avenue | Cranston RI 02910 | 401-784-3700
LMaine@RISEngineering.com

EXPERIENCE

JANUARY 2013 – PRESENT

SALES ADMINISTRATOR, RISE ENGINEERING

Provide support for the Large Commercial & Industrial sales team and streamline project development. Also prepare competitive bids, write contracts and facilitate installation and reporting processes in conjunction with project management team.

AUGUST 2009 – JANUARY 2013

VICE PRESIDENT, WORD JOURNEYS INC

Editing, proofreading, layout/design and development of magazines, book manuscripts, contracts and technical papers. Develop book covers and provide publishing services for clients of the firm.

EDUCATION

PROFESSIONAL DEVELOPMENT CURRICULUM, BRYANT UNIVERSITY

Completion of Business Process Management and Management Excellence certificate programs

APRIL 2006

ASSOCIATE OF SCIENCE, RIO SALADO COLLEGE

With Highest Distinction. Degree program with focus on computer science and technology.

SKILLS

- Microsoft Professional
- Adobe Professional
- Data Analysis/Management
- Project development
- Project management
- Attention to detail
- Business development
- App development (web and mobile)

ACTIVITIES

Since joining the team at RISE Engineering, I have had the time and resources to study the energy field, including limited engineering calculations, and built long-standing relationships with Program Administrators across RI and MA. I re-configured numerous Excel calculation tools that work like databases to provide utility-grade calculations for a multitude of energy measures. My current tasks include City of Cranston streetlight maintenance management and City of East Providence and Jamestown streetlights project management, as well as business process management within the department.

Additionally, I have over 20 years of experience in graphic design and printing. My integrated background has allowed me many opportunities to learn many aspects of business process and sales management, as well as marketing and advertising.

Michael D. Plouffe, PE, CEM

1341 Elmwood Ave, Cranston, RI 02910
(508) 838-7715 • MPlouffe@RISEEngineering.com

Qualifications

Senior Energy Engineer for RISE Engineering, a division of Thielsch Engineering. Provide consulting services for energy efficiency and utility incentive programs. Project management, comprehensive field auditing experience, in-depth computer modeling and analyses, physical equipment measurement and verification, staff training and team coordination.

Work Experience

RISE Engineering, a division of Thielsch Engineering - Cranston, RI July 2013 - Present

Senior Energy Engineer

- Provide energy efficiency consultation services both in the field and remotely for large commercial customers and industrial processes
- Monitor workflow and allocate assignments to engineering staff
- Perform quality control reviews for analysis methodologies and reporting
- Recommend and implement policies for streamlining workflow for engineers

RISE Engineering, a division of Thielsch Engineering - Cranston, RI June 2010 - July 2013

Energy Engineer

- Perform energy audits and recommend energy saving measures to customers that will improve the operating efficiencies of their facilities
- Develop evaluation methodologies and provide clients with calculated energy savings for measures recommended during audits
- Provide support to utility company energy efficiency programs with regards to determining project incentive eligibility for customers and end users

Education

University of Rhode Island - Kingston, RI September 2006 - May 2010

Bachelor of Science in Mechanical Engineering

Certifications & Memberships

Professional Engineer (PE)

- Passed the NCEES Professional Engineering Exam for Mechanical Engineering
- Registered as a Professional Engineer in the State of Rhode Island, License 11350

Certified Energy Manager (CEM)

- Completed the CEM examination and fulfilled the experience requirements in the energy field
- CEM certification awarded by the Association of Energy Engineers

AEE® Member

- Member of the Association of Energy Engineers (AEE), New England Chapter

Michael D. Plouffe, PE, CEM

1341 Elmwood Ave, Cranston, RI 02910
(508) 838-7715 • MPlouffe@RISEEngineering.com

Certifications & Memberships (continued)

10 Hour OSHA Training

- Occupational Safety and Health Administration

ASHRAE™ Associate Member

- Associate member of the American Society of Heating, Refrigeration, and Air-Conditioning Engineers

Training

- The Association of Energy Engineers Five Day Energy Managers Program
- MAEEP Compressed Air Systems Assessment Training
- MAEEP Variable Frequency Drive Application Assessment Training
- MAEEP Retrocommissioning and Monitoring-based Commissioning Training
- Real Jobs RI Five Day Project Management Course

Skills and Expertise

Experienced with a multitude of computer programs including Microsoft Office, Adobe, MATLAB, Maple, Working Model, SolidWorks, RETScreen, ENERGYSTAR Benchmarking and Portfolio Manager, USDOE Best Practices Steam Program Tools Suite (Steam System Scoping Tool, Steam System Assessment Tool, 3E Plus)

Shane Murphy, EMIT

Qualifications

Energy Engineer for RISE Engineering, a Division of Thielsch Engineering. Performing energy audits at residential, commercial, and industrial facilities as well as quantifying energy savings associated with various energy efficiency measures through the use of advanced analysis and simulation technologies.

Experience

Jul. 17 - Present RISE Engineering (a division of Thielsch Engineering) Cranston, RI

Energy Engineer

- Working as a consultant for utility-sponsored energy efficiency programs by acting as a liaison between the utilities' efficiency managers and commercial/industrial customers
- Performing energy audits at residential, commercial, and industrial facilities
- Quantifying energy savings associated with various energy efficiency measures through advanced analysis and simulation technologies
- Refining priority and time management skills as well as learning to identify and respond to urgent demands

Jun. 16 - Aug. 16 Iron Heart Canning Company Manchester, NH

Engineering Intern

- Gained knowledge about the canning process through participation in canning line operation
- Incorporated dissolved oxygen (DO) testing into daily procedures to identify trends to help reduce DO levels to increase product shelf life
- Reintroduced adenosine triphosphate (ATP) testing into daily procedures to ensure equipment sanitation

Aug. 16 - May 17 University of New Hampshire Conferences and Catering Durham, NH

Student Supervisor

- Managed a group of peers in order to efficiently complete a wide range of catering tasks
- Responsible for driving work vans to and from events without incident

Education

Sept. 13 – May 17 University of New Hampshire Durham, NH

Bachelor of Science in Mechanical Engineering

- GPA: (overall) 3.62, (in-major) 3.70; Deans List five consecutive semesters and multiple scholarship recipient

Sept. 09 – Jun. 13 Mount Saint Charles Academy Woonsocket, RI

High School Diploma

- GPA: 3.6; National Honor Society

Shane Murphy, EMIT

Certifications and Memberships

Energy Manager in Training (EMIT) / Certified Energy Manager (CEM)

- Successfully completed the Certified Energy Manager's examination, demonstrating technical strengths for the energy field
- Certification will transfer from EMIT to CEM after three (3) years of field experience (in July 2020)

10 Hour OSHA Training

- Occupational Safety and Health Administration

AEE ® Associate Member

- Member of the Association of Energy Engineers

Training

- The Association of Energy Engineers Five Day Energy Managers Program

Skills and Expertise

Proficient knowledge in a multitude of computer programs: i.e. Microsoft Office, Adobe, MATLAB, SolidWorks, 3E Plus

References

References are available on request.

Joseph Conlon joined RISE Engineering, a division of Thielsch Engineering, in 2003. Mr. Conlon is currently the Project Manager of the Large Commercial Lighting division of RISE. He is responsible for coordinating the purchase and installation of all commercial sales lighting projects.

Since Mr. Conlon's start at RISE in 2003, he has managed over \$50 million dollars in projects, ranging from \$20,000 each to over \$8 million. Aside from the obvious responsibilities of material purchasing and contractor coordination, Mr. Conlon is also responsible for budget control, client management and reporting which are very important factors in larger projects.

Prior to joining RISE, Mr. Conlon worked as the on site Project Manager and Owners Representative for Strategic Building Solutions, LLC. Mr. Conlon's first project with Strategic Building Solutions was a, 2 year, \$18 million dollar addition and Art Renovation project at Wheaton College in Norton, MA. This project entailed a 10,000 square foot addition to the Mars Art and Humanities building, as well as a complete interior renovation to the existing building. Also included in this project was the complete interior renovation to Watson Hall, which housed a 535 seat auditorium, multiple soundproof practice rooms, as well as all of the music and theatre classrooms and offices. Prior to leaving Strategic Building Solutions, Mr. Conlon was part of 2 person team which managed, procured and implemented a \$12 million dollar deferred maintenance budget at Hampshire College in Amherst, MA. Projects at Hampshire included a 3 phase HVAC renovation to a 280 bed dormitory, various landscaping and paving upgrades around campus and to the ball fields and a Donor financed 6000 square foot addition which will house the Lemelson Center and campus health center.

Mr. Conlon has over 18 years experience in the general construction industry, his diversified background includes more than 10 years as a licensed general contractor, 2 years as an active building Official for the Town of Foster, R.I., 6 years in facilities and project management.

Mr. Conlon is a Certified Building Official with the State of Rhode Island. He has received a Bachelor of Science degree in the field of Industrial Technology from Rhode Island College. Mr Conlon also hold a PMP (Project Management Professional) from the Project Management Institute.

ALAN W. BURKE

75 Pleasant St.
North Oxford, MA 01537

508.926-9081
alan14burke@gmail.com

OVERVIEW

Accomplished, results-oriented and meticulous manager interested in continuing work in project management of energy effect lighting, occupancy sensors and control systems.

QUALIFICATION

- Proficient in MS Word, Excel, PowerPoint, Outlook
- Working Knowledge of AutoCAD 2007-2010, Adobe Professional, MS Access
- 18+ years experiences with occupancy sensor design, energy analysis and data logging
- 4+ years working with distributed control networks
- 8+ years working with AutoCAD, assisting in sensor layout design on electrical drawings

PROFESSIONAL EXPERIENCE

RISE Engineering – Cranston, RI, April 2015 – Present

Project Manager

- Coordinate and Manager Installation of Energy Efficient Products
- Reconcile Project Budgets
- Set-Up Invoice for Payment

IR TEC America – Brea, CA January 2013 – September 2014

Director of Sales and Support

- Start Up Company in America
- Coordinate and manage sales organization for the Northeast Territory
- Grow Sales thru ESCO's, distributors and contractors
- Expand OEM Market presents

Sensor Switch – Wallingford, CT November 1995 to November 2012

Technical Services Manager

- Manage Department of 12 application/design engineers
- Assist in Phone Support – Technical calls
- Manage Project Database, Data Logger Database
- Analysis Energy Audits

National Applications Engineer

- Install Data Loggers -
- Perform Energy Audits
- Analysis Data Logger Reports and Energy Audits for Customer Payback and RIO

Regional Sales Manager

- Improve Sales – North East Territory
- Make Joint Calls with Agencies, Distributors, and Contractors

Application Engineer

- Re-Write Technical Product Data Sheets
- Energy Auditing and Analysis
- Answer Tech Call – Phone Support

EDUCATION

University of Hartford, Ward College of Technology, May 1993
Bachelor of Science Degree in Electronic Engineering Technology

REFERENCES

Available Upon Request

Michael K. Major

Qualifications

Employee of RISE Engineering, a Division of Thielsch Engineering. Responsible for many aspects of project coordination and billing, including work with utility companies under their demand side management programs. Diverse experience in coordinating energy efficiency services projects including lighting and mechanical projects in the Large Commercial division, hands-on experience in project warranty issues, team work, innovative problem solving and use of internal computer software.

Current Experience

September 2011 - Present RISE Engineering (a division of Thielsch Engineering) Cranston, RI

Project Coordinator

- Project Coordination
- Billing, Performing numerous administrative functions in support of Project Management
- Material procurement from numerous suppliers & processing of internal inventory
- Warranty Services & customer service

Past Experience

2004- September 2011 Home Depot Worcester, MA

Project Coordinator -Windows, Siding & Roofing Division

Computer Skills

Proficient knowledge in a multitude of computer programs: i.e. Microsoft Office, Solomon, EPlus, Adobe.

Education

1992 Rhode Island College Providence, RI

BA Social Sciences

References

Ralph Carroccio Manager, Electrical Services, RISE Engineering (401) 301-3185

RALPH CARROCCIO

SUMMARY OF PROFESSIONAL EXPERIENCE

Twenty (20) years as manager of in-house electrical contracting staff for a growing energy services firm in New England, providing a broad range of electrical contracting services from single family homes to large commercial, industrial and institutional energy users. Has advised on development and has directed implementation of several unique and innovative services in conjunction with energy Program Administrators in New England.

EMPLOYMENT HISTORY

Manager of Electrical Services, RISE Engineering Assistant Vice President, Thielsch Engineering, Inc. (1996 – present)

Oversaw the growth of an in-house electrical contracting department from five (5) employees in 1996 to its current level of almost 30 licensed staff performing electrical contracting work in three (3) states. Developed staff capability to perform lighting retrofit, controls/energy management system installations, commercial wiring, variable frequency drive and motor installations, and photovoltaic systems for energy efficiency, renewable energy, and demand response initiatives in Rhode Island, Connecticut and Massachusetts. Clients served by the staff under his direct supervision range from single family homeowners to multi-year, multi-million dollar projects at military installations, airports, school systems, and health care institutions in the region.

Journeyman Electrician E. W. Audet & Sons (1991-1996)

Joined this firm after having completed four year apprenticeship. Served as Journeyman Electrician on major new construction and renovation projects including primary responsibility for teledata and fiberoptic security system installation on the TF Green Airport expansion project, and as a lead electrician on the conversion of the former Shephard building in downtown Providence to a University of RI satellite campus facility.

EDUCATION

Associate in Science, Electrical Technology, New England Institute of Technology, Warwick, RI 1990

PROFESSIONAL LICENSES

Class A master electrician – RI
Master electrician – MA
Master electrician - CT

Brendan Smith, CEM, CMVP

Qualifications

Energy Engineer for RISE Engineering, a Division of Thielsch Engineering. Responsible for direct consultation with various utility energy-efficiency programs in the Northeast. Liaison between utilities' efficiency managers and commercial and industrial customers, providing a range of services to energy end-users, including energy assessments, installation and coordination of financial incentives. Advanced analysis and building simulation to create what-if energy usage models that forecast the effect of potential upgrade strategies.

Experience

Sep. 15 - Present RISE Engineering (a division of Thielsch Engineering) Cranston, RI

Energy Engineer

- Performing energy audits at residential, commercial, and industrial facilities.
- Developing and augmenting utility sponsored energy efficiency programs using measurement and verification expertise.
- Administering and supporting various energy efficiency programs in Rhode Island, Massachusetts, New Hampshire, and New York.
- Fulfilling municipal, county, state, federal and other institutional energy-efficiency retrofit and new construction projects.

Jan. 08 - Sep. 15 Thielsch Engineering Cranston, RI

Non-Destructive Testing Technician

- Training in various metallurgic inspection techniques including visual weld inspection, magnetic particle testing, liquid penetrant testing, ultrasonic measurements, in-situ replication of metallic surfaces, and hardness determinations.
- Coordinating travel of personnel and equipment for multi-week inspections.

CAD Specialist

- Operating Solidworks 3D drafting software for Thielsch Engineering's 4-Syte program of integrated, comprehensive boiler and power plant management.
- Modeling and performing finite element analysis with Solidworks under the supervision of multiple Professional Engineers for national and international clients.

Report Editor

- Writing engineering reports for client review, supporting multiple divisions.
- Creating documents consistent with the standard of Thielsch Engineering's 35 years of operation.

Education

Sept. 12 – May 15 University of Rhode Island Kingston, RI

Bachelor of Science in Mechanical Engineering

Sept. 03 – May 05 University of Connecticut Storrs, CT

Brendan Smith, CEM, CMVP

Certifications and Memberships

Certified Energy Manager (CEM®)

- Successfully completed the Certified Energy Manager's examination, demonstrating technical strengths for the energy field and achieved experience requirements

Certified Measurement and Verification Professional (CMVP®)

- Training to apply principles and practices of International Performance Measurement and Verification Protocol

Association of Energy Engineers (AEE®) Associate Member

- Member of the Association of Energy Engineers

Transportation Worker Identification Credential (TWIC®)

- Credentialed member giving access to secure areas of the nation's maritime facilities

Training

- 10 Hour Occupational Safety and Health Administration (OSHA) Training
- The Association of Energy Engineers Five Day Energy Managers Program

Skills and Expertise

Proficient knowledge in a multitude of computer programs: i.e. Microsoft Office, Adobe, SolidWorks, CAD, USDOE Best Practices Steam Program Tools Suite (Steam System Scoping Tool, Steam System Assessment Tool, 3E Plus), among others.

References

References are available on request.

Jay Crowe

Profile

Dedicated and self-driven safety professional. Committed to train and educate employees on safe work practices as well as serving as a conduit between the workers and upper management. Seeking a leadership role to improve safety mindset and overall culture of an organization.

Experience

SAFETY MANAGER | 09/2021 – PRESENT

- Write safety policies and procedures.
- Conduct internal safety audits.
- Create and present regulatory trainings for technicians.
- Lead incident investigation and root cause analyses.
- Conduct job hazard analyses.

SAFETY & TRAINING ASSOCIATE III, TORAY PLASTICS (AMERICA) | 07/2020 – 09/2021

- Created and maintain risk assessment program.
- Facilitate monthly “Senior Safety Committee” and manage project progress.
- Train all applicable personnel in CPR and First Aid.

SAFETY & TRAINING ASSOCIATE II, TORAY PLASTICS (AMERICA) | 06/2018 – 07/2020

- Graded safety observations and followed up with individuals for coaching.
- Performed internal safety audits with regulatory references and provided solutions to findings.
- Conducted interviews with technicians to measure the “pulse” of the safety culture and presented the results to senior management.
- Managed the learning management system and provided reports for training attendance etc.

SAFETY ASSOCIATE, TORAY PLASTICS (AMERICA) | 02/2016 – 06/2018

- Supported the safety department as well as other departments in all safety needs.
- Managed first aid cabinets, spare fire extinguishers and other misc. emergency equipment.
- Assisted in incident command and Hazmat drills.

EDUCATION

BACHELOR OF SCIENCE IN OCCUPATIONAL SAFETY & HEALTH. | EXPECTED 4/2022 | COLUMBIA SOUTHERN UNIVERSITY, ORANGE BEACH, AL

ASSOCIATE OF SCIENCE, MANAGEMENT. | DECEMBER 2019 | COMMUNITY COLLEGE OF RHODE ISLAND, WARWICK, RHODE ISLAND

Skills & Abilities

- OHST Certification from the Board of Safety Professionals
- Excellent interpersonal skills
- Proficient in Microsoft Office
- Safety training
- Incident investigation
- Oral and written communication
- American Heart Association CPR Instructor