

Proposal for

Energy Management Consultation and Related Services

RFP #28-20

Prepared for

Region 14 Education Service Center
made available through
National Cooperative Purchasing Alliance

November 19, 2020

AMERESCO 

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Presented by

Ameresco, Inc.

7929 Brookriver Drive, Suite 250

Dallas, TX 79247

AMERESCO 

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Ameresco Proposal

Tab 1.

**Master Agreement/
Signature Form**



Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

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

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$5 - \$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Tab 1. Master Agreement/Signature Form

Please see herein for signature form.

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Ameresco, Inc.
Address	7929 Brookriver drive, Suite 250
City/State/Zip	Dallas TX, 79247
Telephone No.	480.499.9122
Fax No.	508.661.2201
Email address	rgeorgeoff@ameresco.com
Printed name	Robert Georgeoff
Position with company	Vice President
Authorized signature	

Deviations to the Terms and Conditions

Ameresco respectfully submits the following specifications for Region 14 ESC's consideration. Should Ameresco be fortunate enough to be selected for this exciting opportunity, we look forward to arriving at mutually acceptable terms and conditions.

Section	Comment
<p>Introduction/Scope Page 3, Paragraph 3</p> <ul style="list-style-type: none"> Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. 	<p>Ameresco is unable to agree to this language, and would request that we strike it. Ameresco does not use standard pricing schedules.</p>
<p>Warranty Proposals should address each of the following:</p> <p>Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.</p> <ul style="list-style-type: none"> ◆ Availability of replacement parts ◆ Life expectancy of equipment under normal use ◆ Detailed information as to proposed return policy on all equipment 	<p>Ameresco intends to include its standard warranty in the final agreement with public agencies, as follows:</p> <p>Ameresco warrants that the Work and all materials and equipment to be installed in the Project shall be free from defects in materials and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion of such Work. In the case of projects with multiples conservation measures, the foregoing warranty with respect to each such measure shall commence on the date of Substantial Completion of such measure. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. In the case of projects for which Ameresco is providing a Savings Guarantee, this section does not apply in any way to the Savings Guarantee. Except as provided above, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE OR MERCHANTABILITY, REGARDING THE EQUIPMENT, ECMS OR ANY SERVICES</p>

	PROVIDED HEREUNDER.
<p>Indemnity</p> <ul style="list-style-type: none"> ◆ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. 	<p>Ameresco agrees to indemnification of NCPA and the participants but intends to negotiate more balanced indemnity provisions, reasonable caps on liability and customary waivers of consequential damages in applicable supplemental agreements.</p>
<p>General Provisions</p> <ul style="list-style-type: none"> ◆ If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled. 	<p>Ameresco intends to strike the attorneys' fee clause. It is Ameresco's preference that each party remain responsible for its own attorneys' fees.</p>

Ameresco Proposal

**Tab 2.
NCPA Administration
Agreement**



Tab 2. NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Ameresco, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 11-48, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Energy Management Consultation and Related Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%


- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

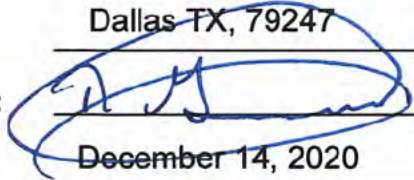
◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 8, 2020

Vendor:

Ameresco, Inc.
Name: Robert Georgeoff
Title: Vice President
Address: 7929 Brookriver drive, Suite 250
Dallas TX, 79247
Signature: 
Date: December 14, 2020

Ameresco Proposal

Tab 3.

Vendor Questionnaire



Tab 3. Vendor Questionnaire

Please see herein for Vendor Questionnaire.

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|-----------------------------------------------|-----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

- **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of **Framingham**, State of **MA**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: Turnkey energy services provider

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: **Travis Farland**

Title: **Business Financial Analyst**

Company: **Ameresco, Inc.**

Address: **2375 E. Camelback Road, Suite 400**

City: **Phoenix**

State: **AZ**

Zip: **85016**

Phone: **480.499.9162**

Email: **tfarland@ameresco.com**

- Purchase Orders

Contact Person: Dominic Palma
 Title: Director, Project Accounting
 Company: Ameresco, Inc.
 Address: 2375 E. Camelback Road, Suite 400
 City: Phoenix State: AZ Zip: 85016
 Phone: 480.499.9149 Email: Dpalma@ameresco.com

- Sales and Marketing

Contact Person: Sarah Price
 Title: Director, Marketing & Communications
 Company: Ameresco, Inc.
 Address: 7929 Brookriver Drive, Suite 250
 City: Dallas State: TX Zip: 79247
 Phone: 480.499.9123 Email: sprice@ameresco.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No *Please reference pricing section
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Please see attached.			

Ameresco Proposal

Tab 4.

Vendor Profile



Tab 4. Vendor Profile

Company's official registered name.

Ameresco, Inc.

Brief history of your company, including the year it was established.

Incorporated on April 25, 2000 (NYSE: AMRC), Ameresco, Inc. (Ameresco) is a leading independent provider of comprehensive energy services, including energy savings performance contracting (ESPC), design/build services, energy analytics, renewable energy generation, and supply management for clients throughout North America and the United Kingdom. Ameresco is committed to delivering long-term value through innovative systems, strategies, and technologies.

Ameresco's only business is energy and water, and the execution of performance-based utility solutions is the core function supported by our dedicated company of professionals. Our team of experts will develop and deliver custom solutions that meet the unique energy conservation, economic, operational, and sustainability goals of Region 14 Education Service center (Region 14 ESC). As an American-owned Energy Service Company (ESCO) with over 1,100 employees, Ameresco is unique in that we are both **vendor neutral** and **technology agnostic** across all product/service lines and **independent of any parent company** or other competing lines of business. Our clients appreciate that all decisions are made locally – this ensures an attention to detail and commitment from our executive leadership and all employees, which ultimately results in successful and timely project completion and more financial savings for our clients.

With over \$6 billion in successfully completed energy projects, **Ameresco has one of the largest portfolios of government clients in the industry.** We have completed energy projects for government entities throughout North America, including **state agencies**, cities and counties, federal government, K-12 public and private schools, higher education institutions, commercial and industrial clients, as well as non-profit organizations.

Comprehensive Portfolio

Objective approach and in-house technical expertise delivers the most advanced technologies to meet the unique needs of each customer. Majority of projects are budget-neutral, funded by energy cost savings.

Customer Driven

Federal, State & Local Governments, Commercial & Industrial, Higher Ed, K12, Public Housing, Healthcare, Airports. Market reputation across North America & Europe for excellence in customer satisfaction.



\$6 Billion+ in energy solution projects, 250+ MWe of Owned Assets in Operation



8,000+ Customers benefiting from energy efficiency measures and renewable energy generation



1,000+ Employees throughout North America and the United Kingdom



Up to 45% Energy cost savings with comprehensive, audit-based improvements



70+ Offices providing local expertise in markets served



In 2019, our renewable energy assets and customer projects delivered a carbon offset equivalent to **11,167,978 metric tons of CO₂**

ACCREDITATIONS and pre-qualifications

NAESCO



As the first energy service provider accredited by the National Association of Energy Service Companies (NAESCO), Ameresco is a recognized leader in the performance contracting industry. With experience in every corner of North America, we understand the unique regulatory requirements of each locality and market in which we work.

Prequalifications

Ameresco is recognized by both the U.S. Department of Defense (DOD) and Department of Energy (DOE) as a federal qualified ESCO, a designation that Ameresco has held each year that these federal agencies have pre-qualified candidate firms. Like the



NAESCO accreditation process, these federal qualifications are based on independent evaluations of Ameresco's capabilities and ability to successfully develop, finance, implement, and perform long-term performance services on behalf of its clients.



Under a \$795 million ESPC – the largest renewable-energy ESPC in U.S. history – Ameresco replaced coal-fired cogeneration facilities at the U.S. DOE's Savannah River

Ameresco holds multiple Super ESPC indefinite delivery/indefinite quantity (ID/IQ) contracts under both the DOD and DOE programs. In the latest ID/IQ contract award (October 2013), Ameresco was selected as part of a \$600 million shared capacity contract for the design and construction of supply- and demand-side utility conservation projects by the U.S. Army Corp of Engineers.

In February 2014, the U.S. Army Corps of Engineers, Engineering and Support Center, Huntsville, working with the Army Energy Initiatives Task Force (EITF), awarded 20 base contracts to companies in three of the four energy-related technologies that are part of the \$7 billion capacity, large-scale renewable and alternative energy power production Multiple Award Task Order Contract (MATOC).

<http://www.hnc.usace.army.mil/Media/NewsReleases/tabid/10750/Article/482071/army-awards-20-additional-contracts-to-renewable-energy-companies.aspx>) Ameresco is proud to have been the only firm selected to perform work in each of the three energy-related technologies.

In [El Paso, Texas](#), Ameresco recently completed a 2.5 MW solar system comprised of two ground-mount solar PV arrays on the site of the Drug Enforcement Agency's (DEA) El Paso Intelligence Center (EPIC). The PV system is designed to produce up to 85 percent of EPIC's electricity usage. Onsite clean energy generation via the PV system also supports energy security and resiliency, which is critical to the around-the-clock operations at EPIC that supports DEA's overall mission.

The DEA contracted with Ameresco in September 2017 under an Energy Savings Performance

Contract (ESPC) through the U.S. Department of Energy's ESPC ENABLE program. The contract with Ameresco was uniquely structured to capture the financial benefits of the solar investment tax credit through an energy sales agreement within the traditional ESPC.

History in Texas

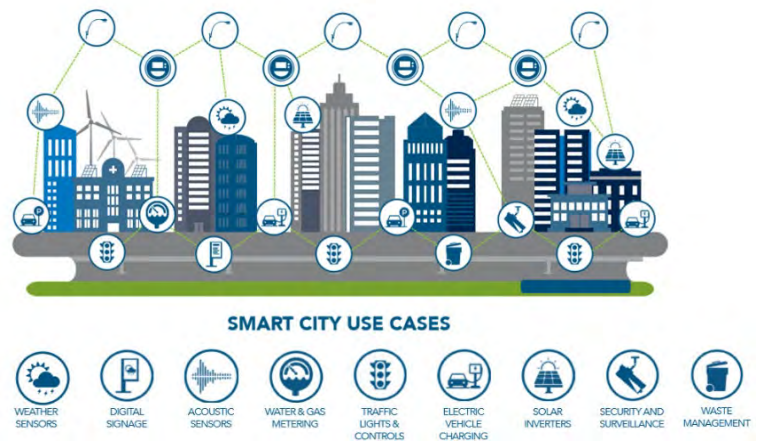
Ameresco has been performing energy engineering, development and installation services in Texas for 20 years. Projects include, but are not limited to, the analysis, design, and implementation of energy efficiency and facility improvement measures for projects throughout the State of Texas. The table below provides a listing of projects awarded, in construction, or completed within the past five years alone. Of note, is Ameresco's significant experience working within active higher education campus environments throughout Texas.

In addition to the projects listed in the table, Ameresco has completed energy projects with the City of Dallas Water Utilities, San Antonio Water Systems, Dallas Love Field Airport, Corpus Christi Housing Authority, Fort Worth Housing Authority, Houston Space Center, the Federal Correction Institution at Texarkana, McCarthy Road Landfill-Gas-to-Energy, Harvest Moon Solar in Sealy, Greater East End Management District Solar in Houston, Solar Powered Adaptive Container/City of Houston, Burt's Ranch Solar, and Simon Properties.

**Denotes Expected Completion*

LED Streetlighting

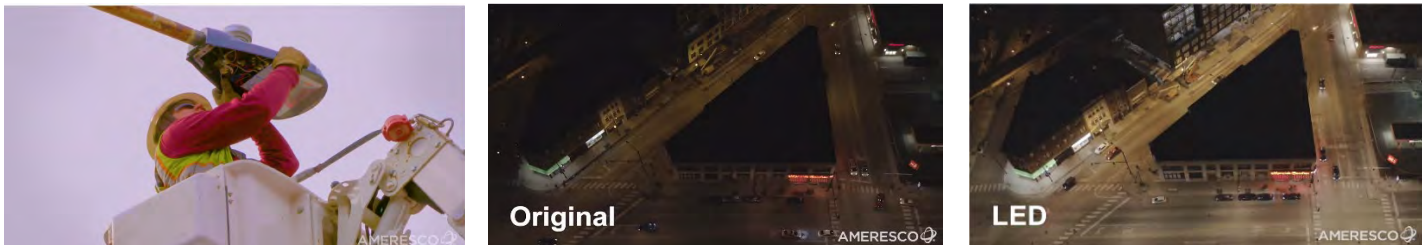
Ameresco is a national leader in citywide streetlight conversion projects. Ameresco implemented one of the first citywide LED streetlight projects in the United States for the City of Longview, WA in 2010. As part of this project, Ameresco helped to secure a \$500,000 state energy efficiency grant and \$400,000 in utility incentives and worked with city's serving electric utility to add LED luminaires to their streetlight tariff.



Ameresco is currently constructing and has recently completed LED conversion projects for two major municipal governments. In March 2017, the [City of Chicago](#) announced Ameresco as the selected vendor for its [\\$160 million Chicago Smart Lighting Project, which is the largest LED](#)

[streetlight retrofit project in the United States](#). Ameresco is converting over 275,000 streetlights to LED, installing a citywide umbrella network that will monitor and control the streetlights and provide an on-ramp to other smart city applications, as well as making infrastructure stabilization repairs. Further, Ameresco recently completed a \$26.8 million 100,000 streetlight conversion project with the City of Phoenix.

For additional information on Ameresco's Smart LED Street Lighting Solutions, please visit: https://www.youtube.com/watch?v=2DaZxh7t0fs&feature=youtu.be&utm_source=hs_email&utm_medium=email&utm_content=2&hsenc=p2ANqtz-Uw2bzaw-9edhkjtOyhjwOBK9nDzeLdG-k_AiN2wRgsKhkvpv-VBgdejMaBvxHpimPMpmMS4DVcAiy5pZzmg_Q-OIQAw&hsmi=2



Municipal Water Efficiency

Ameresco has developed or is currently developing water metering projects with many local governments. Ameresco's delivery team is focused on providing municipal utility clients with non-revenue water reduction projects in order to conserve important resources, which become s

The City of Wichita Falls, Texas is home to a population of 104,747 people. Ameresco teamed up with the City on a \$15.9 million AMI system installation and citywide water meter retrofit. This project was procured with TIPS and was completed in June 2018. The project was 35,000-plus water meters/AMI and was guaranteed by increased water revenue (savings) and operational savings of over \$1,000,000 total annually. This ESPC project was financed as a tax-exempt lease purchase.

Ameresco currently in construction as part of a \$2.9 million Phase II street lighting project with the City.

particularly important during times of growing water shortages.

Many water utility companies are focusing their attention, time, and resources on improving operational efficiencies. The growing variety and availability of flow measurement technologies more accurately measures consumption, especially in low flow ranges, is making this more attainable. Integrated leak detection systems take accountability a step further, working in parallel, these technologies reduce the cost of operating and maintaining distribution infrastructure and data collection, as well as the associated variable production costs for chemically treating and pumping clean, safe drinking water to citizens.

Municipal water utility projects reduce operations and maintenance expenses through improved labor costs. These projects also increase billable water and corresponding sewer revenues through the installation of more accurate meters.

In the southwest alone, municipal water efficiency projects completed within the past three years have included a \$15.9 million AMI system installation and water meter retrofit for the City of Wichita Falls (TX), as well as projects with the City of Smithville (TX) and City of Bowie (TX). Projects with the City of Anadarko (OK) and City of Rockport (TX) are currently in construction.

School Districts

As the largest provider of energy services to school districts in North America, Ameresco has a demonstrated history of long-term stability and unmatched integrity in the K-12 market sector.

In addition, we manage approximately 16,000 data points across 635 sites for both monthly and hourly utility data for Chicago Public Schools via our Energy Enterprise Management energy information suite.



Large School Districts

Large school districts with multiples sites and buildings often have significant opportunities for energy savings, while providing a unique set of criteria that must be taken into consideration during project development. Often with high square footages across multiple campuses and buildings, project developers will pay close attention to create an accurate baseline for each utility type. Ameresco has extensive experience performing energy rate analyses and establishing baselines for multisite organizations with potentially complex tariff structures, such as large school districts.

Some of the largest school districts in the United States have benefitted from our services, including Clark County (NV) School District (6th), Jefferson (KY) School District (30th largest), Virginia (VA) Beach School District (54th), and Anchorage (AK) School District (100th). Additionally, Ameresco is currently under contract with one of the largest school districts in the nation.¹

Under a confidentiality agreement with the district, we are unable to issue any press releases, advertisements or literature that refers to the agreement or services performed in connection of the agreement.

Small/Rural School Districts

Ameresco is well-accustomed to providing energy solutions to small and/or rural school districts. With a footprint that spans the entire intermountain west, the Southwest Region, in particular, is

familiar with the challenges and opportunities that small and rural school districts present for energy savings performance contracts. In such locales, school districts and facilities typically serve as a focal point of the entire communities. As just one example, auditoriums and gymnasiums serve as places of community gathering after school hours, on weekends and holidays. During the energy

“Having previously done energy efficiency projects, we were very careful in selecting the best firm with whom to collaborate. It’s been a true partnership and the results have exceeded our expectations.”

David Klemetsrud
Maintenance Supervisor
Battle Ground Public Schools

audit, project developers will ensure these types of activities are accounted for when

Company's Dun & Bradstreet (D&B) number.

5A

Company's organizational chart of those individuals that would be involved in the contract.

Ameresco's flat organization allows us to have nearly all our employees directly benefitting our projects. In addition, we integrate local labor and contracting pools to ensure we are minimizing the direct cost to the project.

Ameresco will assemble an experienced team of developers, engineers, and project managers to develop a high quality, comprehensive utility conservation program and subsequently implement an energy savings performance contract for the Region 14 ESC. At all stages of the project, a direct Ameresco employee will be responsible for management and oversight of:

- Proposal and/or Preliminary Utility Audit
- Utility Assessment Report
- Engineering and design
- Project and construction management
- Finance
- Training and commissioning
- Measurement and verification
- Operation and maintenance

The following organizational chart provides a listing of the key personnel responsible for each phase of a comprehensive program. As necessitated by project scope, the Team will draw upon the experience and expertise of the over 1,100 Ameresco energy professionals located throughout 57 offices in the United States. The key factors that Ameresco typically considers in the selection of team members for its projects are:

- Technical knowledge and expertise
- Familiarity with applicable market conditions
- Administrative, management, and communication skills
- Existing workload

The following organizational chart is for Ameresco’s Southern region, and is representative of project personnel responsible for integrated projects in the state of Texas. The organizational chart that follows is for standalone ESM projects.



See below for an organization chart for Ameresco’s Energy Supply Management (ESM) group reporting out of Ameresco’s Framingham office.



Corporate office location.

List the number of sales and services offices for states being bid in solicitation.

List the names of key contacts at each with title, address, phone and e-mail address.

Ameresco will serve Region 14 ESC from its office in Dallas, Texas, with support from its offices in San Antonio and Tomball, as well as from Ameresco's Southern Region Headquarters located in Phoenix, Arizona. This team of professionals has a strong history and reputation throughout the United States and Texas and will co-author solutions that meet the fiscal, operational, and environmental goals of Region 14 ESC while supporting the local community.

The primary key point of contact for all questions related to Ameresco's will be Mr. Vincent Drieling, Director, Business Development. Reporting out of Ameresco's Dallas Office, Mr. Drieling can be reached at 214.208.5884 or via email at Vdrieling@ameresco.com. The primary point of contact for the ESM group is Brian White, Business Development Manager. Mr. White can be reached at 508.598.3019 or by email at Bwhite@ameresco.com

Dallas
7929 Brookriver Drive
Suite 250
Dallas, TX 75247

Regional Headquarters
2375 E. Camelback Road
Suite 400
Phoenix, AZ 85016

Tomball
202 South Live Oak
Suite B
Tomball, TX 77357

Corporate Headquarters
111 Speen Street
Suite 410
Framingham, MA 01701

Projects outside of Texas will draw upon the experience and expertise of the over 1,100 Ameresco energy professionals located throughout 57 offices in the United States. Contact information for office locations can be found at <https://www.ameresco.com/ameresco-office-locations/> or by calling 866.AMERESCO.

Define your standard terms of payment.

Ameresco's standard terms of payment are Net 30.

Who is your competition in the marketplace?

The competitive landscape can vary based on product offering and geography. According to the Guidehouse Insights Leaderboard: Energy Services Companies, Ameresco is one of three companies that ranked as a leader in the ESCO market. The other companies were Schneider Electric and Siemens.

Key Differentiators

While the basic concept of an energy savings performance contract (ESPC) is the same from one ESCO to another, an ESCO's individual approach to energy audits, equipment selection, self-performance of energy conservation measures (ECMs), and many other factors differ markedly and can have a major impact on Region 14 ESC's returns on investment.

Ameresco's approach to developing an energy performance contract project can be summed up in three words: **comprehensive**, **collaborative**, and **customized**. With a guiding objective of becoming a long-term, trusted partner to our clients, Ameresco's differentiators include:

- **Best Value Results:** Ameresco's roots are in pure, independent energy performance contracting. Ameresco's Founder, President, and CEO, George Sakellaris, is one of the founding pioneers of the energy performance contracting industry. As a vendor neutral organization, we have no pull-through product or service goals. Our only product is energy and renewable energy services, and we have no larger manufacturing or service-providing corporation influencing our offering. Ameresco's unique approach to developing and implementing energy performance contracts has proven to provide the **greatest amount of energy savings per dollar invested, at the overall lowest project cost.** Our approach ensures that Region 14 ESC will be able to identify and prioritize the full list of potential UCRMs, renewable generation, and necessary building and systems improvements, and will have access to information that will demonstrate future infrastructure renewal and budget requirements. In turn, this process ensures that our results provide our clients with the best value return on their investments in their individual energy performance contracting projects.



"We are laser-focused on ensuring we use University funds wisely, and these initiatives will greatly reduce our energy costs while also allowing us to replace capital budget items without having to incur capital costs," said John Dawson, Ph.D., Associate Vice President for operations at Texas A&M University-Corpus Christi. **"Ameresco is helping us to pursue much-needed system upgrades in a fiscally responsible way."**

- Ameresco procures energy for its Supply Management clients who represent over 50 billion cubic feet (BCF) of gas and 8.5 billion kWh of electricity annually. These consumption numbers rank Ameresco in the top tier of supply under management in North America.
- **Collaborative Development Process, and Customized Solutions:** Because of Ameresco's position as an independent energy service provider, we have emerged as the industry leader in developing "turnkey" energy solutions. We will work collaboratively with Region 14 ESC's staff to listen to your needs and goals, and then to develop a customized, comprehensive energy performance project that meets Region 14 ESC's unique goals and follows the State protocol for funding and approval.
- **Construction and Performance Assurances:** Projects are completed on-time, within budget, and with long-term performance assurances. **Ameresco has a \$1 billion backlog aggregate bonding capacity with a \$200 million single limit,** demonstrating our financial strength and ability to deliver high quality projects. This facility is provided through Western Surety Company and Liberty Mutual Insurance Company acting as co-sureties. Both companies carry an AM Best Rating of A with a financial size category of XIII and XV respectively.
- **Local Subcontractors:** Ameresco understands the potential economic benefit an energy project can bring to a community. We have a strong history of local labor utilization in Texas and we will work diligently to incorporate qualified local subcontractors to assist in the implementation of a project with Region 14 ESC to ensure support for the state.

- **Safety as the Number One Priority:** With one of the lowest Experience Modification Rates in the industry (0.69), Ameresco takes workplace safety seriously. We require all project members, including subcontractors, to formally sign-off on our Corporate Safety Manual. Our Director of Construction conducts regular site safety inspections to ensure the health and well-being of staff, clients, and the environment.
- **Public Outreach:** Ameresco provides a comprehensive program to promote the vision, responsibility, and environmental leadership of our clients. We will work to promote Region 14 ESC's message of fiscal responsibility and resource conservation to the community and beyond.

Clients who select Ameresco as their energy partner can be certain they are dealing with a company who recognizes the importance of delivering high-quality projects, systems, and services. Our experience has taught us that the long-term success of any project or relationship requires adherence to the quality process as a number-one priority and must be recognized as such at all levels in the organization. All Ameresco projects, regardless of size or scope, receive the same level quality and dedication.

Describe how your company will market this contract if awarded.

Describe how you intend to introduce NCPA to your company.

Marketing

Ameresco has designed and implemented over \$6 billion in energy projects for counties and cities, the federal government, state agencies, higher education institutions, K-12 public and private schools, commercial and industrial clients, and non-profit organizations throughout the United States, Canada, and the United Kingdom. Projects range from traditional energy conservation measures to landfill gas power production facilities, and every conceivable energy-based solution in between. Ameresco's proven track record has demonstrated our ability to provide our clients with best value energy projects at the lowest possible cost.

Ameresco is committed to marketing the Region 14 ESC contract for energy services in conjunction with its other national and regional marketing campaigns. One vital tool for this contract will be the Ameresco business development force: The staff members who work directly with clients to understand their needs, and develop procurement and financing vehicles that allow them to achieve their energy and operational goals while meeting budgetary requirements. Therefore, the Ameresco marketing department will work with business development leaders from across the country to inform them of the benefits of utilizing a Region 14 ESC cooperative agreement. Leaders will then work with respective staff to ensure they can articulate the benefits of the agreement and share relevant case studies and understand the Region 14 ESC procurement process, procedures, and policies.

Following contract award, Ameresco's in-house marketing department will be responsible for the following activities:

- **Press Release:** Potential co-branded press release in the regional markets where Region 14 ESC Members conduct their business. Press releases will also be issued if a contract is signed utilizing the master agreement at the client's discretion.
- **Social Media:** Ameresco maintains a strong social media presence across multiple platforms. Upon contract award, Ameresco's partnership with Region 14 ESC and the benefits of procurement utilizing such a master agreement can be promoted.
- **Printed Collateral:** Ameresco currently designs and prints collateral regarding the primary services it provides (e.g., energy efficiency and renewable energy) as well as targeting the vertical markets most relevant to our business (i.e., K-12; higher education; local, state and federal governmental entities; healthcare; and large commercial and industrial clients). As appropriate, Ameresco will add details regarding cooperative purchasing agreements as a potential funding mechanism to these pieces.
- **Industry-Specific Outreach:** Ameresco will submit information or award advertisements to regional and national publications specific to the energy industry and relevant markets in which we work, as appropriate.
- **Tradeshows:** Sales staff frequently participates in industry- and market-specific tradeshows. As part of our internal marketing campaign, we will highlight tradeshows as a valuable venue to discuss the merits of procurement via a cooperative agreement.
- **Website:** Ameresco's website showcases the company's innovative projects across North America and shares new ways for potential clients to advance their own energy, operational and budgetary goals through energy efficiency and renewable solutions.

As such, the addition of a site or link dedicated to the Region 14 ESC cooperative purchasing agreement would be an effective and pertinent media in which to share our participation in the cooperative. The website could also showcase projects completed utilizing the contract, at the discretion of the client.

Project-Specific Marketing Campaigns

In addition to promoting the value of the Region 14 ESC contract, Ameresco provides a comprehensive marketing program to showcase the vision, leadership and environmental stewardship of our clients. The client marketing program includes the following value-added public relations and marketing activities at the discretion of the specific Region 14 ESC Member:

- **Marketing:** Promote Members via various media outlets; dedication and press events; and tradeshows.
- **Media Relations:** Generate positive press coverage and goodwill in local, regional and national media through articles, interviews and press releases.
- **Community Affairs:** Generate community support for energy conservation and renewable energy and communicate Member's overall commitment and environmental achievements.
- **Awards:** Submit relevant projects for high profile awards.

- **Case Studies:** Draft case studies and project fact sheets that communicate Member’s commitment and promote their environmental achievements.

Ameresco has assisted clients with the organization of project dedications, groundbreaking ceremonies and ribbon cuttings; creation and/or dissemination of press releases and case studies; educational presentations; tours and award submissions and presentations. Ameresco makes every attempt to ensure that event attendance includes local and state media, government officials and dignitaries, and other relevant community members or guests.



Ameresco team members engaging the community and answering sustainability questions at **City of Phoenix Earth Day** Event

Throughout the project’s different phases, Ameresco’s diverse team members – account managers, engineers, project managers, and subcontractors – are happy to be examples of individuals working in the clean energy economy by participating in events around the community, such as:

- Earth Day activities
- Local energy expositions and community events
- School events



Ameresco Solar Wagon at a community **3rd of July** Event

Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

Not Applicable

Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Customer Service

While Ameresco does not formerly track customer service results, our Southern region holds a

54% repeat business rate which speaks volumes to the level of service our clients receive and the expertise of our people.

Ameresco's projects are specifically designed from inception through the term of the contract to mitigate client risk. In fact, with established performance assurances backed by long-term financial solvency and longevity, clients are inherently sheltered from the risks that are often associated with capital improvement projects.

Our quality assurance policy states that, "Ameresco will attain 100 percent client satisfaction by providing value-added innovative solutions that perform to their requirements every time." Thus, quality is a core goal to be addressed in an ongoing manner instead of simply addressed at the completion of a project.

Clients who select Ameresco as their energy partner can be certain that they are dealing with a company that recognizes the importance of delivering high-quality products, systems and services. Our experience has taught us that the long-term success of any project or relationship requires adherence to the quality process as a number-one priority and must be recognized as such at all levels in the organization. All Ameresco projects, regardless of size or scope, receive the same level quality and dedication.

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Environmental Responsibility

Ameresco is leading the quest to change the world as the trusted sustainability partner creating valued, single-sourced, efficient energy solutions delivered with passion, expertise, teamwork, and a relentless focus on customer satisfaction. **We recognize that our vision of "Energizing a Sustainable World" will be fully realized when our actions as a company, and as people acting within the company, have a consistently positive impact on the long-term health of our ecology and economy.** To be a trusted sustainability partner, Ameresco is committed to optimizing sustainable outcomes for all stakeholders by pursuing initiatives and measures for energy efficiency and sustainability. Ameresco strives to build, encourage, and maintain a culture of sustainability that guides our activities everywhere we operate and in everything we do.

"This agreement and these projects will lead to cleaner air, reduce our electricity costs, support our local economy and help to address climate change, one of the biggest public health issues we face today."

– Kyle Cahill
Director of Sustainability & Environmental Health
Blue Cross Blue Shield

At Ameresco our principal goal is to deliver energy projects that cover the full range of end

users' energy enterprise, from conservation to generation and strategic planning to data management. Our independent, technology-agnostic approach allows us to develop integrated customer solutions that deliver multiple client benefits.

In pursuit of energizing a sustainable world, Ameresco is proud that since going public in 2010, our renewable energy assets and customer projects have delivered a carbon offset equivalent more than 50 million metric tons of CO₂.

In 2019 alone, Ameresco's renewable energy assets and customer projects delivered a carbon offset equivalent to 11,167,978 metric tons of CO₂. This carbon offset is equal to one of the following:

- Greenhouse gas emissions from 27,712,104,218 miles driven by an average passenger vehicle.
- Carbon dioxide emissions from 1,288,712 homes' energy use for one year.
- Carbon sequestered by 14,584,861 acres of U.S. forests in one year.

Social Responsibility

Ameresco is proud to support numerous environmentally-focused organizations such as the US Green Building Council, the Alliance to Save Energy, New England Women in Energy and the Environment, the National Association of Housing and Redevelopment Authority, Association of the Advancement of Sustainability in Higher Education, the National Association of Energy Services Companies, and the International District Energy Association.

In addition to our member and partner organizations, Ameresco advocates for environmental responsibility and recently testified at a public hearing before the U.S. Environmental Protection Agency (EPA) regarding the market participation of Renewable Natural Gas (RNG) under the Renewable Fuel Standard program.

Sourcing and Manufacturing

Ameresco heavily influences the method in which materials are procured, electing prefabricated materials wherever possible. Prefabrication in the factory has multiple benefits. For example, when units of steel are created in the factory all extra scraps can be recycled and reused. Factory prefabrication also reduces onsite error, which minimizes the amount of waste and disruption with the facility, community, and environment.

Job Site Sustainability

The processes we use onsite are critical to overall project success. From ensuring that resources are being used in an efficient way, to maintaining a sustainable workforce; it all plays an important role. Sustainability in the workforce is often overlooked. At Ameresco we uphold a conducive work environment, where employees and subcontractors are not overused or depleted. Additionally, enforcing safety protocol is our number one priority at any jobsite. When the workforce is properly managed and cared for, less mistakes occur, resulting in less time,

waste, and disruption. Overall, these practices have a positive impact on the environment and surrounding community.

Recycling

The downstream environmental implication of solar system is the left-over equipment at the end of its lifecycle. A solar system will continue producing for several decades, but it is important to have a recycling plan when it comes time to decommission. Ameresco is working with a recycling company that is determined to keep solar hardware out of landfills. They have a team of specialists that fully harvest all parts, remarketable components, and scrap materials without threatening the environment.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Ameresco has been registered with The State of Texas Secretary of State since 2000 (Certificate of Authority No. 1344965-06). and is registered with the Texas Board of Professional Engineers (Registration No. F-8784). Further, Ameresco's Taxpayer Vendor Identification

Number is 10435128383.



Ameresco Proposal

Tab 5.

Products and Services



Tab 5. Products and Services

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

The following is a list of suggested (but not limited to) categories. List all categories that you are responding with:

Strategic Procurement

Management of energy procurements through strategic purchasing using market timing and other tools to reduce the customers overall energy cost.

Risk Management

Data Consolidation and Reporting

Energy Reduction Consulting

Utility Data Management

Budgeting

Efficiency Solutions

Engineering Consulting

Utility Sales Tax Recovery

Sustainability

Cost Audit Services

Utility Expense Management

Greenhouse Gas Emissions Reporting

Related Services - particularly those related to development of a sustainable, secure, energy management program.

Ameresco is a leading energy services company with a comprehensive portfolio of energy efficiency and renewable energy solutions. Our technical independence coupled with our advanced technology portfolio allows us to integrate best-in-class solutions for the unique needs of each customer.

We provide energy efficiency services, distributed energy generation, infrastructure upgrades, energy analytics and supply management, plant operations and maintenance services, all with practical financial solutions. Our team of technical experts deliver measurable cost savings through customized efficiency measures. Whether focused on securing infrastructure upgrades, meeting sustainability goals, or creating resiliency, our customers benefit from a single provider of comprehensive energy solutions.

Drawing from decades of experience, Ameresco develops tailored energy projects for federal

and local governments, education, healthcare, commercial, industrial, and public housing sectors across North America and the United Kingdom.

We work with our customers to determine the best approach to upgrading their energy portfolio, ensuring the consideration of all solutions. This typically begins with energy analytics to identify areas of deferred maintenance and overall roadmap of energy and infrastructure upgrades. Then efficiency measures reduce demand, eliminate excess energy usage, and establish cost savings. Following demand reductions, we work with customers to right-fit distributed generation solutions to balance or offset reliance on the grid and increase benefits of renewable energy and advanced energy management. We also deliver energy supply management services to assist customers in managing the costs of their energy portfolio. Finally, we continuously add more value to the customer's energy portfolio with our expert operations & maintenance services.

Consumption-Side Services

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

Auditing

After gaining a comprehensive understanding of the Member's unique goals and objectives during a preliminary assessment, Ameresco will conduct a Technical Energy Audit to analyze current resource consumption and identify the project's scope of work and delivered cost. Ameresco will spend considerable time working to assess the Member's needs and understand how its resources are expended before specific energy and water conservation measures (ECMs) are identified and further developed.

Design, Engineering, and Equipment Selection

Ameresco's project developers and engineers perform the preliminary and final design, equipment selection, and project costing for all ECMs, including any renewable energy components that may be included in the final project. This process will be transparent to the Member, as a direct Ameresco employee will be the contact point throughout the entire process.

Construction Management

As with the design and auditing stages, a direct Ameresco staff member manages project implementation. Energy projects require a special skill set to construct ECMs in a manner that will result in the optimum savings. A lead project manager and several construction managers (depending on the project size, duration, and complexity) will manage the implementation of the work. In all cases, the project manager will be the primary point of contact between the Member and Ameresco.

Monitoring

During the project development phase, Ameresco will assign a measurement and verification (M&V) specialist to the project. The M&V specialist will be responsible for ensuring the correct data has been collected and mutually agreed upon to develop the baseline energy and operational costs. The M&V specialist will also be involved in the implementation and commissioning stages of the project to ensure that the post-retrofit measurements and metering are installed properly, and that the data is collected in a thorough and efficient manner. Ameresco's direct employees will perform this service in its entirety.

Operations & Maintenance Services

While clients typically have appropriate staff to perform the operations and maintenance (O&M) of the installed ECMs, Ameresco can provide O&M services as a part of any project, if desired. An Ameresco employee will manage the service contract, and we will use direct employees or subcontractors to perform the work, depending on the scope of the services required.

Training

A strong focus on energy savings strategies and system O&M is a key to a successful project. Ameresco will work with the appropriate staff members (typically facilities staff) to provide information, training, and oversight necessary to effectively operate the newly installed systems. The project manager will assemble the O&M documentation in a training manual and conduct the training in a way that is most appropriate to the specific ECMs installed.

Financing

Ameresco has **sourced and raised more than \$3.0 billion of project financing assistance over the past 20 years**, from various lending sources including John Hancock, Bayerische Landesbank, Bank of America, Capital One, Chase Bank, Crews and Associates, Union Bank, and several other financial institutions. Using existing cash resources, cash flows from Ameresco's operating activities, and access to credit through multiple lending relationships, Ameresco has the resources necessary to develop, implement, and finance many of our clients' projects.

Ameresco's technology and vendor neutral approach flows through to our financing and allows for multiple options. Ameresco's finance professionals have years of experience assisting clients identify the most cost-effective financing mechanisms for implementing a wide array of energy projects. Please reference the 'Value Add Products/Services' section for further details.

Supply-Side Services

Ameresco offers a full range of services on the supply side of the utility meter to ensure that our clients have a full range of options for distributed generation assets and to ensure that our client's utilities are procured at the lowest cost available in the marketplace over the long-term.

Renewable Energy Project Development

With over 400 MW in renewable energy experience, Ameresco has emerged as the industry's leader in developing supply-side energy solutions including solar photovoltaics (PV) and thermal, landfill-gas-to energy, biomass, biogas, geothermal, and cogeneration. Ameresco delivers timely and cost-effective projects that support our clients' financial, energy production, redundancy, reliability, and conservation goals.



The southern renewable energy team provides the experience and expertise needed to design systems that meet the local utility companies' technological requirements (e.g., site interconnection regulations and equipment specifications), as well as any requirements established by the agencies providing additional rebates or incentives. In particular, our team has extensive experience in working successfully with clients to develop, construct, and interconnect distributed solar PV projects.

Additional strengths and capabilities include knowledge of tax codes, federal assistance programs, available tax credits, and a current and informed perspective on the ever-changing local utility-based renewable energy incentive programs. Our understanding of contracting requirements, permitting processes, building codes and standards, integrated work processes, utility interconnection, system commissioning, energy monitoring and operating an energy system is unparalleled.



Ameresco has intimate knowledge of the ever and rapidly changing local renewable energy markets. As an active member of the solar community, Ameresco brings:

- Innovative financing solutions to help the Member achieve its economic goals
- Global Supply Agreements with Tier 1 module and inverter manufacturers
- One hundred percent finance ability and banking and equity relationships second-to-none
- In-house design and engineering, including some of the most knowledgeable and published solar engineers in the Western United States



Ameresco has particular expertise in designing custom solar PV systems for clients with challenging operational or installation requirements. Most of our projects are installed on active high profile public campuses that operate 24 hours a day, 7 days a week. This experience has given us unique insight into the implementation and phasing of a renewable energy project to meet the unique scheduling, budgetary and logistical requirements of our clients. We understand and appreciate the need to minimize any disruption and take great pride in our

approach of pre-planning, site work efficiency, and logistics coordination while maintaining safety as our first and foremost priority.

The following table provides a representative sampling of projects completed by Ameresco.

Table 5.0. Representative Renewable Projects

Client	Number of Sites	Size (kW DC)	Application Type
Arizona State University Ph. II	11	6,391	Parking Canopy, Roof Mount, Ground Mount
Arizona State University Ph. III & IV	17	3,633	Parking Canopy, Roof Mount, Ground Mount
Arizona State University Ph. V	6	901	Parking Canopy, Roof Mount
Arizona State University Solar Thermal	1	2,130	Roof Mount
Arizona State University Ph. VI	2	1,249	Custom Superstructure
Arizona State University Ph. VII	8	1,582	Parking Canopy, Roof Mount
Arizona State University Ph. VIII	3	1,297	Parking Canopy, Custom Superstructure
Bellevue College	1	83	Roof Mount
Boulder, City of	1	1,555	Ground Mount
Camp Verde Unified School District	3	608	Parking Canopy
Casa Grande, City of Ph. I	5	1,051	Parking Canopy
Casa Grande, City of Ph. II	3	354	Parking Canopy, Roof Mount
Cave Creek Unified School District	3	767	Parking Canopy
Chula Vista Elementary School District Ph. II	1	100	Standing Seam Metal Roof
City of Albuquerque	2	690	Parking Canopy and Roof Mount
City of Chelan	1	24	Roof Mount
City of Henderson	1	60	Roof Mount
City of Reno	2	210	Roof Mount
City of Peoria	8	2,262	Parking Canopy, Roof Mount, Ground Mount
Flagstaff, City of Ph. II	3	1,711	Parking Canopy, Roof Mount, Ground Mounted
Flagstaff, City of Ph. III	3	812	Parking Canopy, Roof Mount, Ground Mounted
Hamilton Southeastern Schools	1	1,800	Ground Mount
Kaiser Permanente	46	22,928	Parking Canopy, Roof Mount, Custom Superstructure
Hualapai Indian Nation	1	33	Ground Mount
Joseph City	3	463	Roof Mount
Knox County Schools	14	5,297	Roof Mount, Ground Mount
Lake Havasu City	4	893	Parking Canopy
Lake Havasu Unified School District	1	421	Parking Canopy
Large Financial Institution	1	3,642	Parking Canopy, Roof Mount
Marana Unified School District Ph. I	7	1,773	Parking Canopy, Ground Mount
Marana Unified School District Ph. II	3	304	Parking Canopy, Playground Canopy
Marana Unified School District Ph. III	1	714	Parking Canopy
Maricopa County	3	1,284	Roof Mount
Mineral County School District	1	10	Roof Mount
Metropolitan Airport Commission, Terminal 1	1	3,007	Custom Superstructure
Metropolitan Airport Commission, Terminal 2	1	1,283	Custom Superstructure
National City	6	681	Roof Mount

Table 5.0. Representative Renewable Projects

Client	Number of Sites	Size (kW DC)	Application Type
New Mexico State University	2	180	Parking Canopy
Northern Arizona University	1	562	Parking Canopy
Northern Nevada Correctional Center	1	30	Roof Mount
Orange Unified School District	8	2,100	Parking Canopy, Ground Mount
Pima County	7	804	Parking Canopy, Custom Superstructure, Ground Mount
PLC Charter School	1	33	Roof Mount
Round Valley Joint Elementary School District	1	10	Standing Seam Metal Roof Mount
Santa Cruz Valley Union High School District	1	227	Ground Mount
Shell Oil	1	327	Ground Mount
Show Low Unified School District	1	616	Parking Canopy
Superior Unified School District	1	209	Parking Canopy
Sutter Health	2	3,177	Parking Canopy, Ground Mount
Toltec Elementary School	1	410	Parking Canopy
Town of Oro Valley	1	350	Parking Canopy
University of Arizona (Red Rock Agricultural Center)	1	250	Ground Mount
University of Arizona	2	800	Parking Canopy
University of Arizona	3	1,000	Roof Mount
University of Minnesota – Twin Cities	9	1,967	Parking Canopy, Roof Mount, Ground Mount
University of Washington Bothell	1	101	Roof Mount
Winslow Unified School District	6	1,091	Parking Canopy
Yavapai-Apache Nation	1	30	Roof Mount
Total:	58	86,227	

Energy Supply Management

Energy Supply Management can be a complicated endeavor. Today’s energy landscape varies greatly from state to state, from season to season and across industries. Ameresco’s energy market analysis provides customers with a path to energy price stability and a variety of cost-saving options to help manage [energy procurement](#) and price risk.

From global companies to local municipal facilities, our Energy Supply Management specialists can provide customized assessments of supply-side dynamics based on contracts in place, the current regulatory and market conditions, carbon market demands and our knowledge of future trends that could impact energy delivery and pricing. As one of the largest independent energy service providers, Ameresco is not affiliated with specific energy suppliers or equipment manufacturers; our spectrum of energy services objectively leads each customer toward the optimal solution for their unique needs.

“Ameresco’s expertise has allowed us to continue to build on this record of energy efficiency as we work to identify areas in which we can lower electricity costs and reduce expenses for the City and our customers.”

–Dennis Lilley, Austin Energy

For information on Ameresco’s energy supply management success, please view the following case studies:

Red Robin: <http://www.ameresco.com/portfolio-item/red-robin/>

Chicago Transit Authority:

http://www.ameresco.com/wpcontent/uploads/2017/02/chicago_transit_authority.pdf

Commodity Procurement

Ameresco assists our clients in developing and executing strategies that lower annual costs of electricity natural gas, manage price risk, and simplify energy procurement. We analyze the utility portfolio, including facility consumption data, existing contracts, wholesale markets, and rates/tariffs to identify the best combination of physical energy supply at the optimal pricing structure.

Rate Analysis & Negotiation

Using our understanding of tariffs, rate structures, and energy systems, we can reduce the cost of energy by identifying where a more beneficial rate is available, leveraging advantage of economic development riders, and recommending adjustments in the way utility services are purchased, received, or used. We have successfully done this with clients in many territories.

Energy Price Risk Management

Volatility in prices for natural gas is a growing concern. By hedging this exposure, Ameresco can assist clients gain budget stability and predictability. Ameresco offers hedging strategies that integrate fixed price, basis, and swing exposure mitigation. We execute hedge transactions at the best market prices.

AssetPlanner™ Proactive Sustainability Platform

To help achieve the goal of system wide Enterprise Energy Management, Ameresco’s **AssetPlanner™ Energy & Sustainability** suite of products offers a solution centered on streamlining data collection, data analysis, as well as reporting. This web-based software collects energy consumption information in a single cloud-hosted repository. It is positioned to help the Member with a comprehensive and proactive energy management approach. Through the software, the Member will be able to access interactive dashboards, set alerts, and extract reports related to energy performance.

By proactively monitoring and analyzing energy data, the Member could aim to reduce additional energy consumption with minimal cost. From our past energy management project experience, the **key to success** often lies in automating data acquisition and reporting. With timely and accurate energy data readily available, the Member will be able to focus on data analysis and discovering savings opportunities.

Ameresco’s AssetPlanner Suite of Energy Information products is organized into two tiers of service with a public energy dashboard as an optional add-on:

- **Energy & Sustainability** is a portfolio level solution that collects consumption data from building meters, as well as utility data across all the buildings in a portfolio into a single repository. This information is used for reporting, targeting and measurement and verification.
- **Analytics Planner** focuses at the building level to identify faults and savings opportunities by analyzing data from the Building Automation System. Building Automation Systems from different vendors can be connected into a unified analytics solution that helps identify, realize and sustain savings and proper system operation.
- **Public Energy Dashboard** is an add-on that helps disseminate summarized building consumption information to engage occupants and cultivate sustainability awareness. The public facing occupant engagement dashboards provide an overview of buildings performance, real-time energy usage, sustainability metrics, and educational materials.

ENERGY & SUSTAINABILITY



- Visibility**
 Current & Historical Charts
 Benchmark & Comparison
 Savings & Baseline
 Budgeting
 Utility Data Validation
 Carbon Footprint

PUBLIC FACING DASHBOARDS



- Public Engagement**
 Dashboard Builder
 Graphically Rich Public Site
 Education Focused
 Awareness & Behavior Modification
 Link to Social Media
 Slideshow Mode for Kiosk

ANALYTICS PLANNER



- Advanced Analytics**
 Building Automation System
 Rules (Rules Template)
 Fault Detection and Diagnostics
 Operation Issues
 Savings Opportunities

Figure 5.1. Enterprise Energy Management Suite

Energy & Sustainability

The Energy & Sustainability (E&S) Module consolidates commodity consumption data (monthly billing and interval data) from the entire portfolio into a central repository. This reduces time spent aggregating and manually entering data and provides a complete view of the portfolio energy status helping to identify and target opportunities. Users can generate detailed reports that can help communicate energy performance across organization tiers to create uniform approach towards energy efficiency and sustainability. Feature highlights include:

- Flexible portfolio grouping, searching and filtering
- Benchmarking (cross sectional and longitudinal)
- Insightful charts and data tables on commodity consumption and costs

- Quickly develop accurate standard and customized (ad-hoc) reports, complete with a variety of graphing capabilities
- Customizable dashboards
- Batch import of utility bills
- Flexibility for customers to add their own buildings, billing data etc.
- User defined baselines
- Information on GHG emissions
- Interval data analytics (heat map, schedule analysis, regression analysis)
- Weather normalization
- Measurement and Verification with savings goal tracking
- Budgeting Tool
- Extensive integrations with a variety of data sources ranging from individual meters and sensors to Building Automation Systems and utility systems

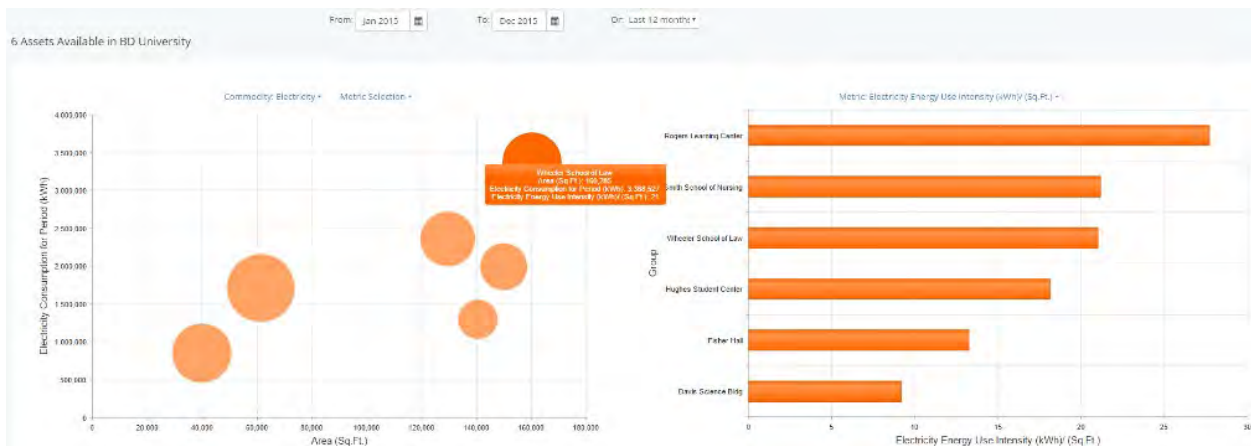


Figure 5.2. Sample Energy Intensity Comparison Used to Rank Building Energy Performance

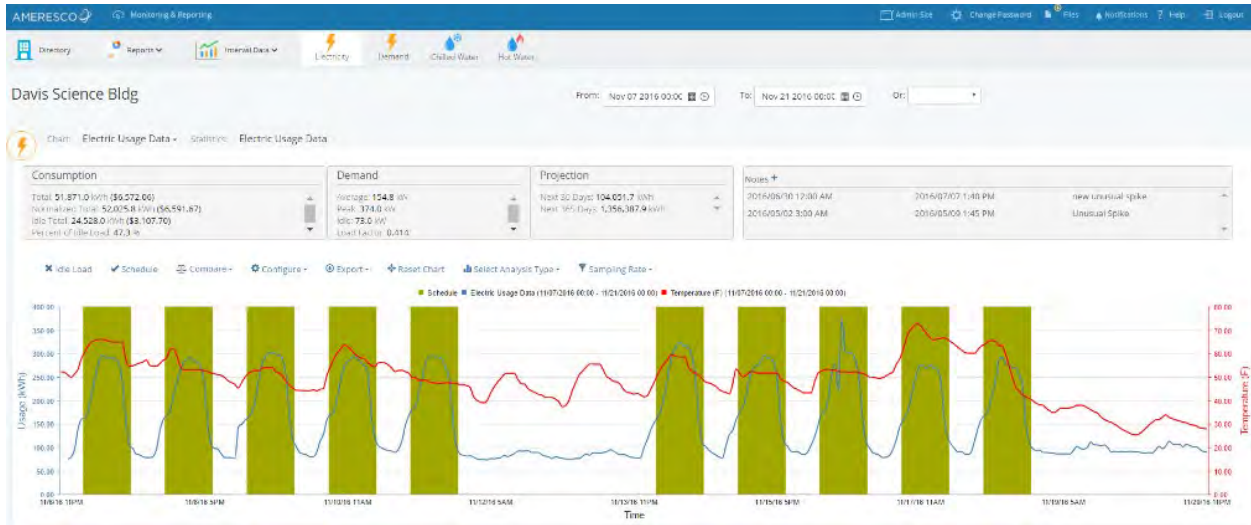


Figure 5.3. User Can Overlay Idle Load and Schedule Data and Compare to Another Date Range

AnalyticsPlanner

AnalyticsPlanner provides advanced analytics by integrating with existing Building Automation Systems, real time sensors, gateway data loggers, as well as third party APIs. With a well-designed data acquisition engine, AnalyticsPlanner processes high-volume data efficiently and reliably. Rules are set up using equipment data such as set point, status, schedule, flow, and temperatures. The software comes with a library of Rules Templates based on equipment types. High priority rule violations automatically generate Work Orders, providing tools to take action and track progress.

Combined with E&S module charts and reports, AnalyticsPlanner completes the full cycle of proactive energy management.

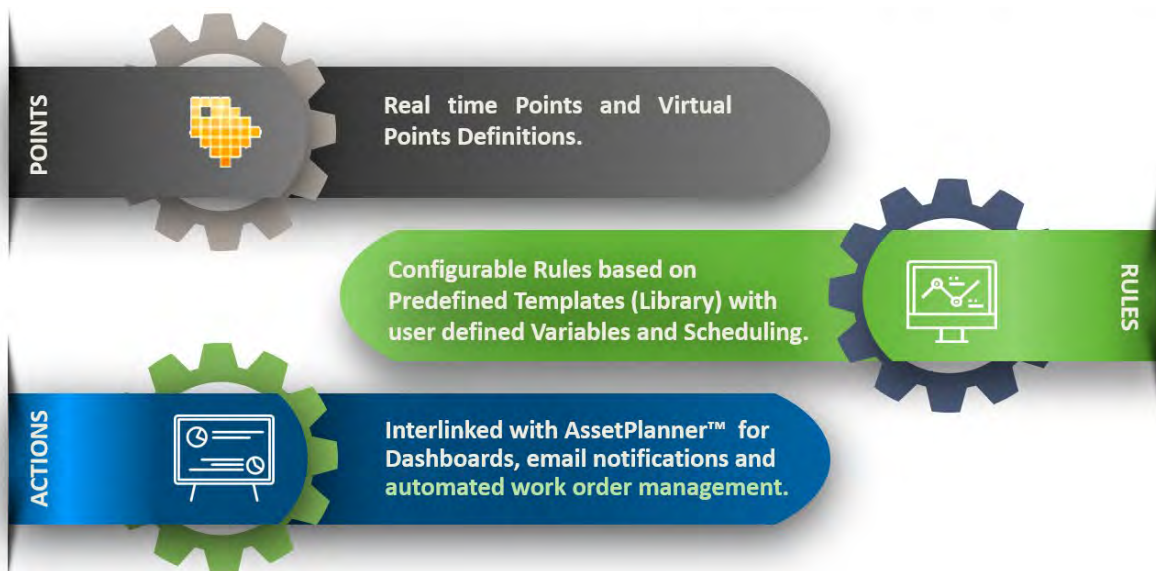


Figure 5.4. AnalyticsPlanner Highlights



Figure 5.5 Sample AnalyticsPlanner Faults by Priority Notification

Example findings:

- Simultaneous heating and cooling
- Equipment running during an unoccupied period unnecessarily
- Miscalibrated or faulty sensors (e.g., broken CO₂ or outside air sensors that prevent efficient economizer operation; miscalibrated temperature sensors, etc.)
- Chiller operating when outside air temperature is low
- AHU return fan running when supply fan is off
- Equipment (e.g., boilers) cycles excessively
- Pumps and exhaust fans operate significantly longer than the systems they serve
- VFDs operating at a fixed speed
- Economizer operation optimization, or excessive outside air causes increased heating and/or mechanical cooling
- Insufficient outside air, compromising indoor air quality

Custom Dashboards

One of the key features of the E&S module is our Dashboard Builder. With this tool, an authorized user from the Member can create a customized multi-page dashboard from scratch. Dashboards include features and benefits, such as:

- Dashboards may be one or more pages
- Each page can have one or more windows of content, in a customizable arrangement
- A library of standard and custom charts to choose from

- A library of widgets to choose from, such as:
 - Picture Slideshows
 - External Web Link (e.g., YouTube Video link)
 - Environment Benefits
 - Weather
 - Energy Gauge
- Auto-Play function with adjustable duration for each page
 - With this, dashboard can be easily transformed into a kiosk display at a public location

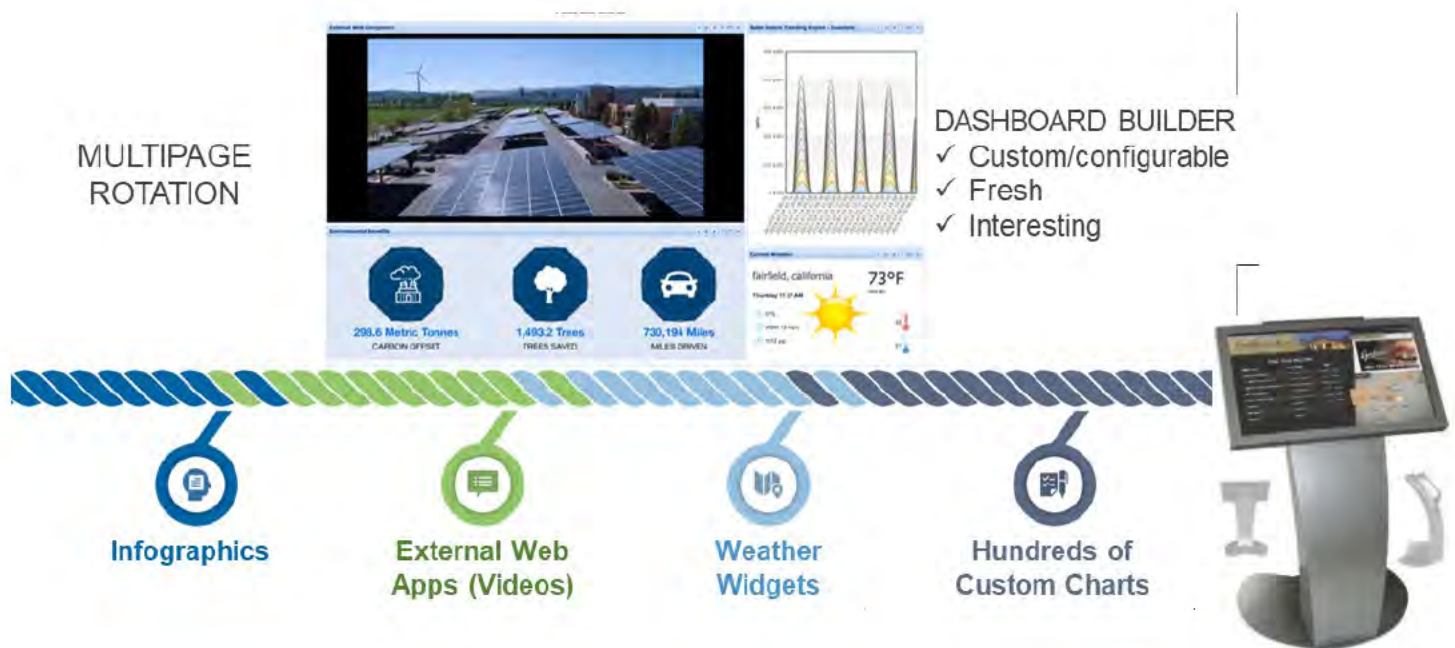


Figure 5.6. Sample Dashboard Kiosk



Figure 5.7. City of Boulder Dashboard

Asset Sustainability

The Ameresco Asset Sustainability program helps clients develop strategies to manage the funding gaps associated with aging infrastructure. Asset Sustainability reviews key risk management criteria to identify and prioritize the most important renewal and replacement projects. The program provides valuable data to help decision-makers define long-term capital planning strategies which leverage available funds to maximize project value.

The Asset Sustainability approach incorporates state-of-the-art business processes designed to manage current capital costs and predict the future capital needs for multi-facility public and private property owners, including K-12 schools; states, counties and municipalities; higher education institutions; public housing authorities; healthcare; and commercial clients.

Capital Creation Strategies

Ameresco's Asset Sustainability Group (ASG) is a leading sustainability partner providing capital creation strategies, financial solutions and alternative funding strategies to manage risk associated with aging infrastructure. ASG provides asset management solutions to clients in both the public and private sectors, including school boards, post-secondary schools, municipalities, public housing, healthcare, hospitality, property management, and commercial/retail.

Our experienced team provides Advisory Services in capital planning and optimization of infrastructure portfolios that help address the growing gap between increasing capital needs and expected budgets. ASG also provides Software Solutions through Ameresco's **proprietary AssetPlanner™ Software Suite** that combines strategic capital planning with tactical maintenance management and proactive energy management.

Energy Managers & Commissioning Agents

Ameresco is highly experienced in knitting our staff into the fabric of our client's staff and facilities. A great example of this is at Arizona State University (ASU). At ASU alone, Ameresco has a full-time Energy Manager and two full-time ongoing commissioning agents. Our Energy Manager identifies opportunities, in cooperation with ASU, to save energy and to solve deferred maintenance issues in any way that is reasonable and economically efficient. He utilizes ASU's Central Plant (CP) Optimization Model and coordinates with the ASU Central Plant Manager, the ASU Utility Manager, and the Combined Heat & Power Plant (CHP) Manager to maximize the combined CP and CHP efficiency of operation. He created a demand response program which has provided significant kW savings to ASU. He monitors ASU's Energy Information System (EIS) daily and helps maintain the EIS to ensure the accuracy of energy sub-metering across all campuses. This individual also records and distributes monthly Utility Meeting minutes for ASU.

Ameresco's Ongoing Energy Systems Commissioning Agents created a process for identifying and implementing operational and maintenance improvements in ASU's buildings to ensure continued energy savings performance over an investment guarantee time period, avoiding

performance degradation while creating savings persistence as a deliverable. The intent of the process is to enhance the performance of building systems and sub-systems as well as to optimize how they function together. Year after year, our team has successfully and repeatedly verified building energy use trends after energy-reduction projects are complete in order to ensure persistence of savings. For instance, the following graphic shows the kWh consumption of ASU's Goldwater Building.

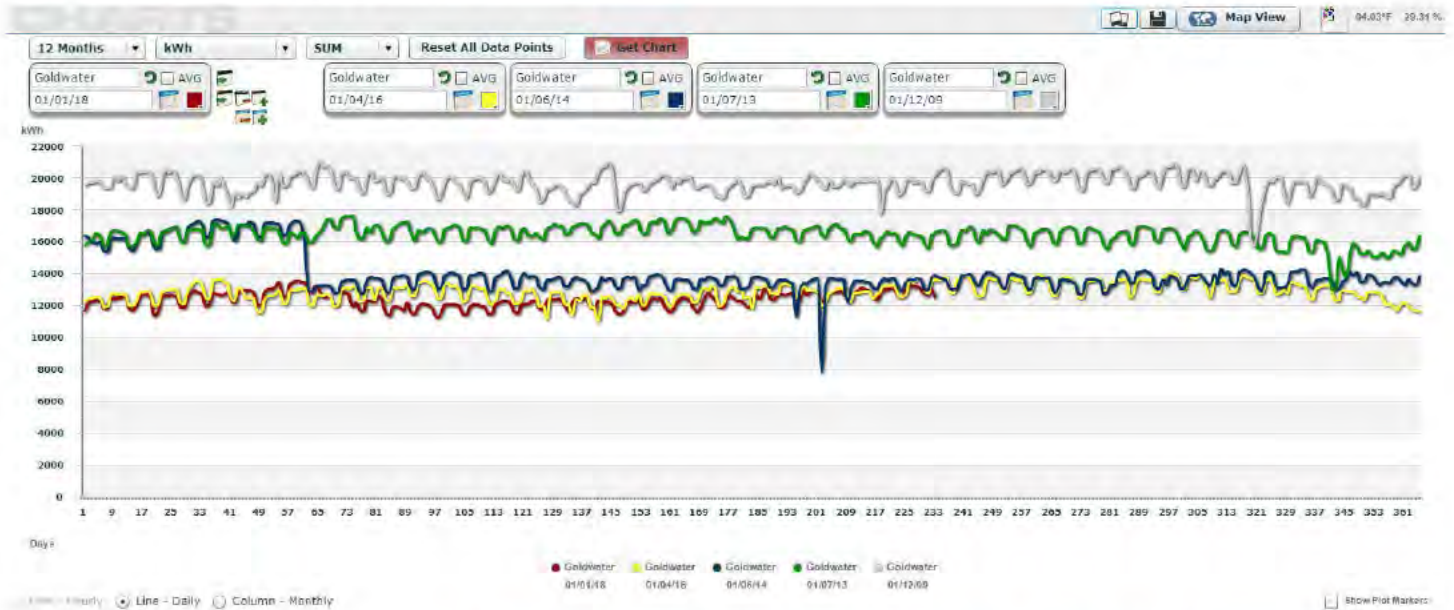


Figure 5.8. Arizona State University, Goldwater Building kWh Consumption

The baseline year (before we did an ESPC project) is 2009, identified by the gray line in the graph, and the year in which we finished the construction of our ESPC project is 2013, identified by the green line in the graph. In 2014, our Ongoing Energy Systems Commissioning Agents identified additional energy savings opportunities, which further reduced the kWh consumption at this building noted by the blue line in the graph. Our Commissioning Agents have ensured that these additional savings have persisted over time since 2014 when they were achieved.

Overview of Potential Energy Measures

Table 5.1 provides an overview of the typical ECMs and energy supply solutions that Ameresco explores during the Technical Energy Audit phase and which we would evaluate for the Member. Firm-wide, Ameresco has delivered all these measures during the past five years alone.

Table 5.1. Typical Energy and Water Measures Evaluated by Ameresco

Typical Energy Efficiency Measures	
Reduce Operating Hours, Temperature, and Humidity Set Points	
ECM 1	Reduce Operating Hours for Space Heating and Cooling Systems
ECM 2	Reduce Operating Hours for Ventilation Systems
ECM 3	Reduce Operating Hours for Water Heating Systems
ECM 4	Reduce Operating Hours for Lighting Systems
ECM 5	Reduce Operating Hours for Escalators and Elevators

Table 5.1. Typical Energy and Water Measures Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 6	Reduce Operating Hours for Equipment and Machines
ECM 7	Maintain Heating/Cooling Temperatures at Optimal Set Points
ECM 8	Maintain Humidification and Dehumidification Set Points
ECM 9	Modify Heating/Cooling Set Points During Unoccupied Periods
Reduce Heat Conduction through Ceilings, Roofs, Walls, and Floors	
ECM 10	Insulate Ceilings and Roofs
ECM 11	Ceilings and Roofs Vapor Barriers
ECM 12	Reflective Roof Services
ECM 13	Insulate Walls
ECM 14	Wall Vapor Barriers
ECM 15	Insulate Floors
Fenestration Improvements – Reduce Heat Conduction and Long-Wave Radiation	
ECM 16	Storm Windows/Multiple-Glazed Windows
ECM 17	Movable Windows
ECM 18	Operable Windows
Fenestration Improvements – Control Solar Heat Gain	
ECM 19	Exterior Shading Improvements
ECM 20	Interior Shading Improvements
ECM 21	Tinted or Reflective Glazing/Films
ECM 22	Plant Shade Trees
Reduce Outside Air Infiltration	
ECM 23	Seal Vertical Shafts and Stairways
ECM 24	Caulk and Weather-Strip Doors and Windows
ECM 25	Install Revolving Doors or Construct Vestibules
Electric to Fossil Fuel Conversions	
ECM 26	Convert Electric Domestic Hot Water System to Fossil Fuel Fired or Heat Pump
ECM 27	Convert Electric Heating System to Fossil Fuel Fired Hot Water or Infrared
Improve Ventilation Efficiency	
ECM 28	Improve Ventilation Efficiency while Maintaining or Improving Indoor Air Quality
ECM 29	Reduce the Generation of Indoor Pollutants
ECM 30	Air-to-Air Heat Exchangers
ECM 31	Air Cleaners
ECM 32	Local Ventilation Systems
Chiller Efficiency Improvements	
ECM 33	Clean Fouled Evaporator and Condenser Surfaces
ECM 34	Raise Evaporator or Lower Condenser Water Temperature
ECM 35	Isolate Off-Line Chillers and Cooling Towers
ECM 36	Install Evaporative-Cooled or Water-Cooled Condensers
Cooling Systems Efficiency Improvements	
ECM 37	Economizer Cooling Systems
ECM 38	Evaporative Cooling Systems
ECM 39	Desiccant Cooling Systems
ECM 40	Cooling Tower Cooling Systems
ECM 41	Roof-Spray Cooling Systems
ECM 42	Create Air Movement with Fans
ECM 43	Exhaust Hot Air from Attics and Other Conditioned Spaces
Air Conditioner or Heat Pump Efficiency Improvements	
ECM 44	Clean Air Filters

Table 5.1. Typical Energy and Water Measures Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 45	Add-On Heat Pumps
ECM 46	Ground or Ground-Water Source Heat Pump
Boiler or Furnace Efficiency Improvements	
ECM 47	Clean Fouled Boiler Surfaces
ECM 48	Repair Improper Flue Draft
ECM 49	Repair Air Leaks
ECM 50	Boiler Flue Gas Analyzers
ECM 51	Preheat Combustion Air, Feed Water or Fuel Oil with Reclaimed Waste Heat
ECM 52	Isolate Off-Line Boilers
ECM 53	Automatic Vent Dampers
ECM 54	Automatic Boiler Blow-Down Control
ECM 55	Pulse or Condensing Boilers/Furnaces
ECM 56	Air-Atomizing Burners (for Oil-Fired Systems)
ECM 57	Low Excess-Air Burners (for Oil-Fired Systems)
ECM 58	Use Modular Units
Reduce Supply Air Energy Requirements	
ECM 59	Install Variable Air Volume Systems
ECM 60	Reset Supply Air Temperatures
ECM 61	Reset Hot/Chilled Water Temperatures
Reduce Distribution System Energy Losses	
ECM 62	Repair Ducting and Piping Leaks
ECM 63	Repair, Replace and/or Maintain Steam Traps
ECM 64	Insulate Ducts
ECM 65	Insulate HVAC System Pipes
Reduce System Flow Rates	
ECM 66	Reduce Air Flow Rates in Ducts
ECM 67	Reduce Water or Steam Flow Rates in Pipes
Reduce Steam Resistance	
ECM 68	Clean Air Filters in Ducts
ECM 69	Remove Scale from Water and Steam Pipes
ECM 70	Rebalance Piping Systems
ECM 71	Rebalance Air Duct Systems
ECM 72	Design Air Duct Systems to Reduce Flow Resistance
ECM 73	Install Booster Pumps
Reduce Hot Water Loads	
ECM 74	Reduce Hot Water Consumption
ECM 75	Lower Hot Water Temperatures
ECM 76	Preheat Feed Water with Reclaimed Waste Heat
Reduce Hot Water System Losses	
ECM 77	Insulate Hot Water Pipes
ECM 78	Insulate Water Storage Tanks
Water Heating Systems Efficiency Improvements	
ECM 79	Decentralized Water Heaters
ECM 80	Reduce Water Heater Size as Appropriate
ECM 81	Heat Pump Water Heaters
ECM 82	Heat Water with Solar Energy
Reduce Electric Illumination Requirements	
ECM 83	Clean and Maintain Lighting Systems

Table 5.1. Typical Energy and Water Measures Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 84	Reduce Illumination Levels to Illuminating Engineering Society Standards
ECM 85	Reduce Operating Hours (Occupancy-Sensing/Ambient Light Controls)
ECM 86	Optimize Task Lighting
Lighting Systems Efficiency Improvements	
ECM 87	High-Efficiency, Electronic Fluorescent Lighting or LED Lighting as Appropriate
ECM 88	LED, High or Low-Pressure Sodium Lighting as Appropriate
ECM 89	LED or High Efficiency Pulse-Start Metal Halide Lighting as Appropriate
ECM 90	High-Efficiency Fluorescent/LED Lighting Systems
ECM 91	Replace Incandescent/Quartz Lighting with Fluorescent/LED Lighting Systems
Ambient Lighting (Daylight Harvesting)	
ECM 92	Dimming Controls for Ambient Lighting
ECM 93	Photoelectric Controls for Exterior Lighting
ECM 94	Installation of Web-Based Lighting Automation Systems
ECM 95	Baseline Lighting Level and Demand Response Capabilities / Control
Reduce Power System Losses	
ECM 96	Power Factor Improvement
ECM 97	Energy-Efficient Transformers
Energy-Efficient Motors	
ECM 98	Replace Oversized Motors
ECM 99	High-Efficiency Motors
ECM 100	Variable Speed Motors/Drives
Reduce Peak Power Demand	
ECM 101	Demand Response/Load-Shedding Strategies
ECM 102	Cogeneration Systems
ECM 103	Thermal Storage Systems
Energy Management Systems	
ECM 104	Temperature Setup/Setback Control System
ECM 105	Time-of-Day Control System
ECM 106	Duty-Cycling Control System
ECM 107	Supply Air Temperature Reset Control System
ECM 108	Hot/Chilled Water Supply Temperature Reset Control System
ECM 109	Ventilation Purging Control System
ECM 110	Economizer Cooling Control System
ECM 111	Demand Limiting Control System
Miscellaneous – Heat Reclaim Systems	
ECM 112	Double-Bundle Chillers
ECM 113	Reclaim Heat from Boiler Blow Down
ECM 114	Reclaim Incinerator Heat
ECM 115	Reclaim Combustion Flue Heat
ECM 116	Water-Loop Heat Pump System
ECM 117	Reclaim Prime Mover Heat
ECM 118	Piggyback Absorption Systems
ECM 119	Recover Light System Heat
ECM 120	Reclaim Refrigerator Hot Gas Heat
ECM 121	Reclaim Steam Condensate Heat
ECM 122	Reclaim Wastewater Heat
Miscellaneous – Appliances	
ECM 123	Energy-Efficient Appliances

Table 5.1. Typical Energy and Water Measures Evaluated by Ameresco

Typical Energy Efficiency Measures	
ECM 124	Convert Electric Dryers to Natural Gas
Utility Infrastructure	
ECM 125	Automatic Meter Reading (Water/Electric/Gas)
ECM 126	Advanced Metering Infrastructure (Water/Electric/Gas)
ECM 127	Leak Detection
ECM 127	Transmission and Distribution System Improvements
Renewable Energy Generation	
ECM 128	Solar Photovoltaics / Thermal
ECM 129	Battery Energy Storage System
ECM 130	Biomass
ECM 131	Biogas (from WWTPs or from Landfills)
ECM 132	Wind
ECM 133	Geothermal
ECM 134	Ground Source Heat Pump
ECM 135	Landfill Gas to Energy
ECM 136	Microgrid
Domestic Water Conservation	
WCM 1	Low Flow Shower Heads and Aerator
WCM 2	Low Flow/Dual Flush Toilets, Low Flow/Ultra Low Flow Urinals
WCM 3	Irrigation System Controls (Schedule, Weather and Evapotranspiration Strategies)
WCM 4	Reverse Osmosis Water Demineralizing Systems
WCM 5	Replace Once-Through Cooling with Cooling Towers

Ameresco Proposal

Tab 8.

Value Added Products & Services



Tab 8. Value Added Products & Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

As mentioned previously, Ameresco is a leading energy services company with a comprehensive portfolio of energy efficiency and renewable energy solutions. Ameresco uses an objective approach and our in-house technical expertise to deliver the most advanced technologies to meet the unique needs of each customer. **Ameresco firmly believes in establishing ourselves as much more than simply a vendor or subcontractor to our clients: we strive to become your long-term, trusted energy partner far beyond the construction period of this project.** To that end, Ameresco's approach with Region 14 ESC will be characterized by commitment, communication and efficiency. Our goal is to use "win-win" solutions which include the best balance of cost, function and efficiency to drive certainty of execution.

Energy as a Service

Energy as a Service (EaaS) is any offering through which Ameresco delivers energy related infrastructure improvements or energy related technology directly to an end customer, under a long-term service agreement, with no capital provided by the customer.

Under an EaaS, Ameresco may accept certain defined, ongoing risks (e.g., equipment failure, performance, etc.) and obligations (e.g., operations and maintenance, repair and replacement, etc.) generally associated with ownership of the related assets, and Ameresco is compensated based on agreed upon performance criteria (e.g., energy savings, electrons delivered, carbon footprint reduction, facility condition index maintained, plant availability, etc).

Although not a strict requirement of EaaS, the customer's objective is often to structure the EaaS such that the impact of the agreement is credit neutral/credit positive for the customer and such that the EaaS receive off balance sheet treatment. The deal financing is sourced or provided by Ameresco.

EaaS allows for all solutions to be delivered with an innovative financing model without capital in an off-balance sheet or off-credit vehicle. EaaS accommodates a broad range of customer needs and expectations. At one end of the spectrum, some customers will want a more comprehensive, all-encompassing EaaS that may fold in other services such as supply management, decarbonization, resiliency, active demand management etc. and provide total cost/performance management of their entire energy/carbon asset portfolio, usage, and supply. At the other end of the spectrum, some customers may only want a very narrow form of EaaS based on one technology with limited on-going Ameresco obligations (e.g., lighting as a service in the C&I space).

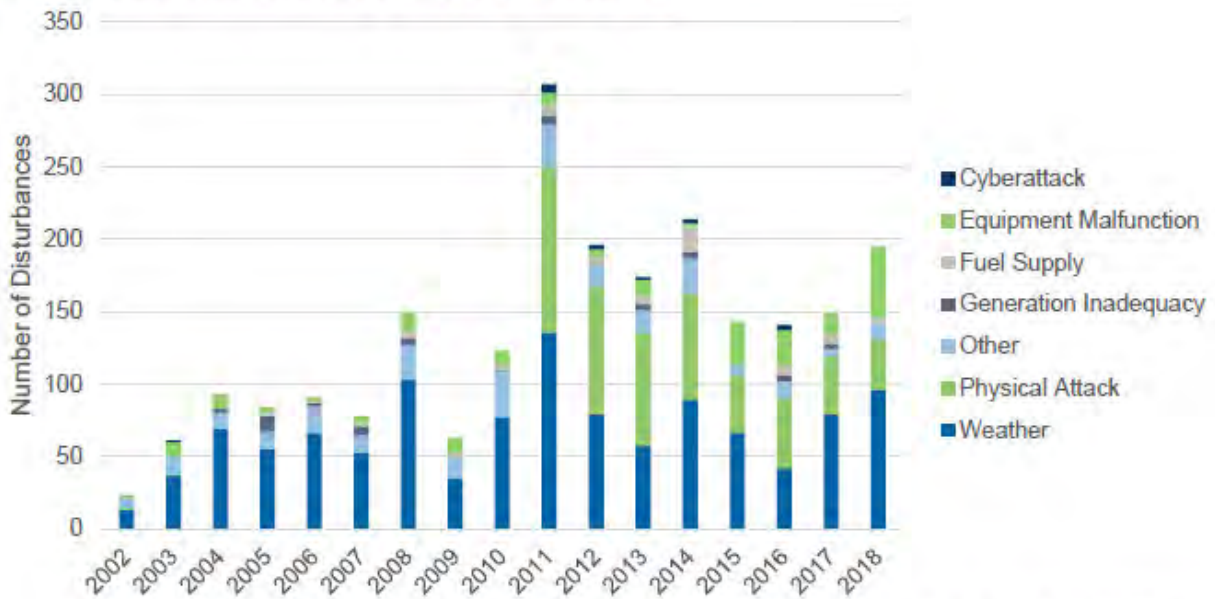
Resiliency Solutions

Ameresco can retrofit existing facilities for greater efficiency and resiliency, by developing a comprehensive energy management system utilizing renewable energy sources. Leaders in large corporations, government agencies, and other organizations face numerous challenges in running their day-to-day operations. Disturbances to the grid have grown in the past two decades due to weather, physical attacks, vandalism, cyberattacks, and equipment malfunctions. Continued aging of grid infrastructure compounded by a lack of investment in a new system will only lead to greater more frequent power interruptions. Moreover, climate change will certainly increase the risks faced by organizations as major weather events become stronger and more frequent. A lack in resilient infrastructure can have catastrophic impacts on the operations and core mission of leading organizations.

Modern renewable energy systems decrease energy risk and provide higher levels of energy security. Organizations that are proactive about resiliency can better meet their organizational priorities by mitigating and managing risk as well as support energy management and climate commitments. By moving away from exclusive reliance on grid power and toward distributed generation, organizations can exert greater control over their energy costs and create a hedge against fluctuations in energy prices.

Renewable energy gives organizations the ability to leverage their own infrastructure and energy assets to manage and mitigate these risks.

Electrical Grid Disturbances in the U.S., 2002-2018



(Source: U.S. Department of Energy)

Figure 8.0 Electrical Grid Disturbances in the U.S., 2002-2018

Free White Paper: Driving Energy Resilience Through Your Organization’s Energy Infrastructure

<https://www.ameresco.com/free-energy-resilience-white-paper/>

<https://microgridknowledge.com/energy-infrastructure-resilience-ameresco/>

Learn more about:

- An Introduction to Energy Resilience
- Resiliency as an Approach for Risk Mitigation
- Technologies Delivering Resilience Benefits
- Evaluating Investments in Resilience Technology
- Case Studies





Responding to COVID-19: Energy Conservation Measures Promoting Health & Safety with a Focus on Energy Optimization

Safety and health among our communities, workplaces, and shared spaces is at the forefront of decision making today. What does “back to work” look like? What is the new normal? The global health crisis brought on by COVID-19 has introduced a heightened awareness around the importance of healthy, safe, resilient working environments. What energy conservation measures can you implement in your re-opening strategy that support the CDC guidelines?

Building owners can make critical health-focused, energy-efficient upgrades to their facilities at often zero upfront cost: a win-win for promoting health and safety with a focus on energy optimization. Touchless controls, updated HVAC systems, automated entry/exit systems are just a few of the measures that can make an immediate impact on re-opening offices, campuses and facilities. This checklist describes exemplary health-focused energy conservation measures (ECMs) to consider, often achievable without the need for upfront capital.

Lighting

- Occupancy Controls – Touchless, telework-sensitive
- Integration with HVAC controls – Granular setbacks tracking teleworking schedules and/or alternating office schedules

Water

- Touchless lavatory and water closet valves; touchless paper towel dispensers/hand dryers
- UV Lights (swimming pool)
- Chlorination controls (swimming pool)

HVAC (Heating, Ventilation, and Air Conditioning)

- WSHP, VRF, and FCUs to contain zone comfort control
- UV Lights / Bipolar Ionization
- Enhanced filtration: HEPA filters and pre-filters along with UV (Filter packages) tied to DCV for optimal energy usage and reduced bacterial/viral spread
- Air-Air HX or run-around heat recovery (RAHR) for mitigating energy impacts of increased ventilation rates
- Liquid desiccant systems (application specific)
- Passive heating systems (e.g. radiant panels) to minimize air velocities
- Passive cooling systems (limited applications)
- Duct cleaning and sealing
- Increased use of copper coils or copper devices contacting air
- Replacement of existing heat wheels with non-recirculating technologies
- DOAS (Dedicated Outside Air Systems) installation





Responding to COVID-19: Energy Conservation Measures Checklist

Controls

- People counters (for applications such as ventilation control, as well as documentation of occupancy patterns and enforcement of space density)
- Access control integration (track occupancy patterns, people's movement within facility)
- Asset tracking (track people, equipment movement within a space or facility)
- Thermal imaging cameras at entrances (people detection)
- Plug load controls based on feedback from occupancy tracking
- DCV – responds to variations in workplace occupancy (e.g. teleworking, alternating schedules)
- Airflow monitoring stations (used for control, but also documentation for liability mitigation)
- Global temporary overrides for building health (e.g. full ventilation, periodic “flush”)
- Retro commissioning for proper building pressurization and highly variable occupancy
- Automated systems for tracking and validation of indoor air quality (energy and liability mitigation)

Cooling

- Enhanced humidity control (energy mitigation with Air-Air HX or run-around heat recovery): Overall space humidity control (some studies indicating virus inactivation best at 50% RH), including installation of humidification systems during heating season in northern geographies

Microgrid & Demand Control

- On-site generation that adapts to facility usage; matches demand rates and variable occupancy
- Demand dispatch that recognizes changing peaks

Building Envelope

- Automated doors and entry / exit systems (building entrances, communal spaces)
- Nanoseptic self-cleaning devices with ongoing supply (janitorial ECM)
- Increased insulation (minimizes HVAC and circulation of air)

Certifications

- Achieve building & environmental standards that map to industry certifications, such as: WELL, Fitwel, and RESET certifications



Founded in 2000, Ameresco, Inc. (NYSE:AMRC) is a leading independent provider of comprehensive services, energy efficiency, infrastructure upgrades, asset sustainability, and renewable energy solutions for businesses and organizations throughout North America and Europe.

Ameresco's team of energy experts can assist you in identifying the solution that fits your needs. For more information about Ameresco and our full-range of energy efficiency and renewable energy solutions, please call **1-866-AMERESCO** or visit **ameresco.com**.

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Ameresco Proposal

Tab 9.

Required Documents



Clean Air and Water Act / Debarment Notice

Contractors Requirements

Antitrust Certification Statements

Required Clauses for Federal Funds Certifications

Required Clauses for Federal Assistance by FTA

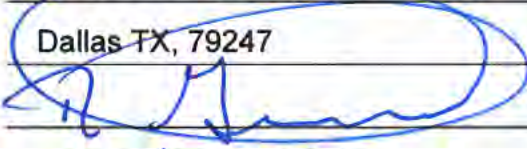
State Notice Addendum

See herein for the requested signed documents.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Ameresco, Inc.
Print Name	Robert Georgeoff
Address	7929 Brookriver Drive, Suite 250
City, State, Zip	Dallas TX, 79247
Authorized signature	
Date	11.11.2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. ~~35-393~~, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



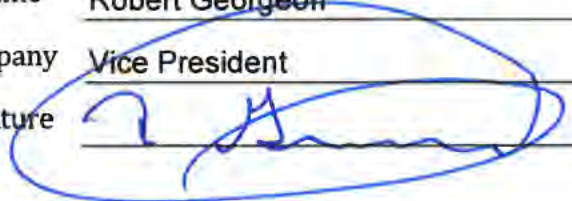
Date

11.11.2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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; and
- (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.

Company name Ameresco, Inc.
Address 7929 Brookriver drive, Suite 250
City/State/Zip Dallas TX, 79247
Telephone No. 480.499.9122
Fax No. 508.661.2201
Email address rgeorgeoff@ameresco.com
Printed name Robert Georgeoff
Position with company Vice President
Authorized signature 

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.

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

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

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

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

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) **Maintain** all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) **Permit** any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) **Non-discrimination**. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity**. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age**. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

Prepared For

Region 14 Education Service Center

November 19, 2020

Proposal For

Energy Management Consultation and Related Services

Presented by

Vincent Drieling, Director, Business Development

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